



LEARNING TO A GREATER DEGREE

Department of Procurement & Materials Management
Southeast Complex, Building A, Room 116
415 East Clark St
Warrensburg, MO 64093
Phone: (660) 543-4001

CONTRACTOR AGREEMENT

This Contractor Agreement ("Agreement") is made by and between the University of Central Missouri ("Owner") and U.S. Bank National Association, a national banking association, 800 Nicollet Mall, 15th Floor, Minneapolis, MN 55402 ("Contractor") regarding the following the following project:

UCM RFP Number 25-002 - Operation & Management of Full Service Bank Branch

In consideration of the mutual covenants, conditions and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and Contractor agree as follows:

1. CONTRACT DOCUMENTS:

For purposes of this Agreement, the term Contract Documents consists of:

- Contractor Agreement
- On-Site Branch Bank License Agreement
- Marketing Services Agreement
- U.S. Bank Benefit/Lease Proposal Response
- U.S. Bank Benefit/Lease Proposal Supplemental Attachment
- RFP Document
- Contractor Supplier Response
- Project General Specifications
- General Contract Provisions
- UCM General Insurance Requirements
- Vendor Certificate of Insurance
- Vendor No Tax Due Document

In the event of a conflict in terms, this Contractor Agreement shall take precedence over all other documents attached.

2. PROJECT WORK and EXPENDITURE

The Contractor shall execute and perform all the Work as described in the Contract Documents, including all labor, materials, equipment, services, supervision, permits and licenses, and other items constituting the Work of providing the Operation and Management of a Full-Service Bank Branch at the Elliott Student Union in Warrensburg, MO. The Contractor agrees to submitting lease payments and funding as outlined in the U.S. Bank Benefit/Lease Proposal with the Owner determining how the Annual Sponsorship Stipend shall be distributed on campus.

3. CONTRACT PERIOD

The initial contract period shall be May 16, 2025, through May 31, 2030. Any current contracts with UCM for banking services shall terminate upon the start of this contract term. Year 1 Annual Sponsorship Stipend funds shall be provided to UCM by June 16, 2025 with subsequent year funds being provided by July 1. Monthly lease payments shall be made according to the terms listed in the On-Site Branch Bank License Agreement document. Contract may be renewed for one (1), two (2) year term upon mutual agreement and execution by both parties in the form of a UCM Contract Amendment under the same terms and conditions.

4. ADDITIONAL PROVISIONS

Section 4.2 Events of The Marketing Services Agreement shall be replaced as shown in Appendix A.

OWNER

University of Central Missouri

Signed by: Roger Best (signature)

Roger Best President

(printed name & title)

March 13, 2025

(date)

CONTRACTOR

U.S. Bank National Association

Digitally signed by Brian Collins (signature)

Date: 2025.03.11 14:17:37 -04'00'

(printed name & title)

(date)

ON-SITE BRANCH BANK LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made this ____ day of _____, _____, by and between UNIVERISTY OF CENTRAL MISSOURI ("University"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

WHEREAS, Bank shall operate an On-Site Branch Bank and ATMs on the University of Central Missouri Campus; and

WHEREAS, in consideration of the mutual promises and subject to the terms and conditions set forth herein, University hereby grants to Bank certain rights to maintain and operate an On-Site Branch Bank and ATMs (as hereinafter defined), and certain related rights, in the location specified below in Section 3, in accordance with the provisions hereinafter set forth (the "License").

NOW, THEREFORE, for and in consideration of the premises, mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. DEFINITIONS

1.1 "Automated Teller Machine" or "ATM" shall mean an electronic terminal that performs certain banking functions, including, but not limited to the following: dispensing cash, coupons, postage stamps and travelers' checks, accepting deposits and loan payments, making transfers between accounts and giving account balances.

1.2 "Cash Dispenser" shall mean an electronic terminal or machine, accessible by a card issued by a bank, credit union, thrift or other financial institution, and linked to an account or accounts of a customer of the issuing institution, which includes, but is not limited to dispensing cash withdrawn from an account of a customer.

1.3 "On-Site Branch" shall mean a banking facility staffed with one or more full-time Bank employees performing Retail Banking Functions.

1.4 "Retail Banking Functions" may include those functions typically performed by retail banking facilities, including, without limitation, opening new deposit accounts; originating and making loans; cashing and verifying checks; taking deposits; selling securities and other investment products; providing trust services; selling insurance; selling money orders; performing money transfers; issuing, advising, and confirming letters of credit; and providing such other banking products and services from time to time permitted by applicable law and regulation as Bank may elect to provide. These Retail Banking Functions shall be offered through employees of Bank or its wholly owned subsidiaries or affiliates who shall be bound by the same terms and conditions as Bank under this Agreement.

2. TERM

2.1 The effective date of this Agreement shall be the date referenced in 2.2 and execution by both parties.

2.2 The term of the License granted under this Agreement shall commence on May 16, 2025 ("Commencement Date") and shall terminate on May 31, 2030 (the "Initial Term"), unless earlier terminated or renewed pursuant to the terms of this Agreement.

2.3 Subject to the terms hereof, this Agreement may be renewed for one (1) additional successive term of two (2) years ("Renewal Term", and collectively with the Initial Term, the "Term") at the discretion of both parties. University shall give Bank one hundred thirty (130) days' written notice prior to the expiration of the Initial Term of its intent to renew the contract for two (2) years. Bank shall respond in writing within 30 days of the date of University's notice, with its determination of the exercise of the additional term. The renewal will be on the same terms and conditions as set forth herein.

3. LOCATIONS

3.1 The License granted under this Agreement shall apply to approximately 812 square feet of space in the Elliott Student Union, University of Central Missouri, Warrensburg, Missouri (the "Building"), as shown on the attached plans in "Exhibit A." The area within the Building occupied by the On-Site Branch, and the area occupied by the ATM at the On-Site Branch, are hereinafter referred to as the "Premises." The Building is part of a collection of buildings and land operated by University, hereinafter referred to as the "Campus."

4. PAYMENT

4.1 Bank shall pay to University an amount equal to Eighteen Thousand and 00/100 Dollars (\$18,000.00) annually for the License (the "License Fee") (Lease Fee), subject to annual increases of three percent (3%) commencing on the first anniversary of the Commencement Date. Payment shall be made to University of Central Missouri, c/o Elliot Student Union Director, Union 301, Warrensburg, MO 64093.

4.2 The License Fee shall be payable in equal monthly installments of One Thousand Five Hundred and 00/100 Dollars per month (\$1,500.00), in advance on the first day of each month (such payment shall be pro-rated on a daily basis for any partial month) during the Term, subject to annual increases of three percent (3%) commencing on the first anniversary of the Commencement Date.

5. USE AND OCCUPANCY

5.1 Bank shall have the right to use and occupy the Premises for the operation of an On-Site Branch providing Retail Banking Functions and ATM services and other purposes allowed by law.

5.2 University shall not use, lease, or permit any area in the Building or Campus to be used by anyone other than Bank to provide Retail Banking Functions except as provided for in this Paragraph 5.2. Bank hereby acknowledges certain community wide functions may take place on Campus, and hereby agree and approve, after consultation with University, to allow other financial institutions to attend and participate. University, to the best of its knowledge, is unaware of any document or instrument of public record that the operation of the On-Site Branch or offering of any services therein by Bank is prohibited.

5.3 Bank and University further agree that Bank shall exclusively provide ATMs on Campus, the terms and conditions of which are governed by separate agreement in the form as attached hereto as Exhibit B. Subject to the provisions set forth above, Bank shall have the exclusive right to operate ATM(s) or Cash Dispensers in the Building and on the Campus.

6. BANK'S EMPLOYEES

6.1 Bank shall comply with and abide by and cause its employees to comply with and abide by, all rules and regulations as hereafter may be adopted by University. All persons employed by Bank in or about, or in connection with, the operation of the On-Site Branch shall be Bank's employees for all purposes under this Agreement; provided, however, that it is recognized that security guards and employees of companies which manufacture or service ATM(s), Cash Dispenser(s) or the On-Site Branch, who are not Bank employees, shall be granted access during normal business hours and emergency access on a twenty-four hour basis, to enter the Building for the purpose of servicing, maintaining and otherwise performing services in connection with ATM(s), Cash Dispenser(s) or the On-Site Branch. Bank shall, at its own cost and expense, maintain worker's compensation coverage, unemployment compensation coverage and any other insurance, which may be required by law with respect to Bank's employees.

6.2 Bank's employees while working at the Building shall be entitled to use the restroom, lactation (if any) and break room facilities provided by University for the convenience of University employees. Bank shall be responsible for all acts and omission of its employees, agents, and contractors within the course of their employment. University shall allow Bank's employees to purchase parking permits through the University and use parking areas that University has designated as employee parking areas.

7. IMPROVEMENTS AND ADDITIONS; SIGNS

7.1 Bank currently occupies the Premises in accordance with an existing agreement, and shall take the Premises in its current condition. Any contrary provision of this Agreement notwithstanding, Bank shall not make any modification of, or attach any substantial fixtures or equipment to, the Premises without University prior written approval, which shall not be unreasonably withheld, conditioned or delayed.

7.2 University shall not be liable for any labor, services or materials furnished or to be furnished to Bank or to anyone holding the On-Site Branch, or any part thereof, through or under Bank and no mechanic's or materialmen's lien shall attach to, or affect University interest

in, the Building or any part thereof. In the event a mechanics' or materialmen's lien is filed against the Building related to or arising out of any work performed or ordered to be performed by Bank, Bank's agents, employees, or contractors, or materials supplied to them, Bank shall, within thirty (30) days of such default, (1) pay any and all amounts due such lien holder and obtain a recordable release of such lien, (2) release such lien from the record, or (3) obtain a bond from a bonding company acceptable to University guaranteeing payment of the lien and removal of the lien from record. Bank shall indemnify, defend and hold harmless University for any claims, losses, expenses (including reasonable attorneys' fees) or damages arising from the failure of Bank to perform its obligations as set forth in this Section 7.2 and further, for any claims, losses, expenses (including reasonable attorneys' fees) or damages arising out of or resulting from Bank's construction of the On-Site Branch, including, without limitation, any liability due to structural damage to the Building and any liability for personal injuries caused in whole or in part by the acts or omissions of Bank, its contractors or subcontractors, or anyone directly or indirectly employed by Bank.

7.3 University shall permit Bank to place an interior sign package identifying its operations in the vicinity of the On-Site Branch, such sign package being of such dimensions and at such location as University shall determine are reasonable. Further, Bank shall be entitled to be identified on any directory, directory maps or other publications providing a layout of the Building and/or Campus for University's employees or invitees. University, without cost or expense to University, will reasonably cooperate with Bank in obtaining all necessary approvals from third parties with respect to such signs. All actions necessary to obtain the required approvals shall be at Bank's sole expense and Bank shall expend the necessary time to obtain said approvals. Nothing contained herein shall be construed as a requirement that University surrender or compromise any of its existing exterior signs in order to accommodate or gain approval for Bank's exterior signs. All of Bank's current signage is hereby consented to by University.

7.4 Bank shall, at its sole cost and expense, comply with all laws, orders, rules and regulations of federal, state, county and municipal authorities in its use and occupancy of the Premises (including, without limitation, the Americans with Disabilities Act) which relate to Bank's operation of the On-Site Branch. If any addition, alteration, change, repair or other work of any nature, structural or otherwise, shall be required or ordered or become necessary at any time during the term of this Agreement in or at the Building because of any governmental law, order, rule or regulation now or hereafter in effect which is caused from or arises out of Bank's operation of the On-Site Branch and is not a general compliance measure required for the Building, the entire expense thereof, irrespective of when the same shall be incurred or become due, shall be solely the liability of Bank, and University shall not be called upon to contribute thereto. Bank shall construct and maintain, at its sole cost and expense, the On-Site Branch and related improvements in compliance with all applicable governmental laws, orders, rules and regulations now or hereafter in effect.

8. MAINTENANCE AND REPAIR

8.1 Bank shall, at its sole cost and expense, maintain the Premises as follows:

8.1.1 Bank shall keep and maintain the On-Site Branch in good order and repair, including all equipment installed therein and all electrical or other transmission lines used by Bank for computer data processing and transmission;

8.1.2 Bank shall provide all necessary janitorial services for the On-Site Branch.

8.1.3 Bank shall keep and maintain all interior and exterior signs advertising the On-Site Branch in good working order and condition.

8.2 University shall, at its sole cost and expense, provide the following maintenance and services:

8.2.1 University shall keep and maintain the Building in good order and repair, including, without limitation, plumbing and electrical equipment (with the exception of computer data processing and transmission lines used by Bank), heating, air conditioning, doors, windows and all other structural portions of the Building (with the exception of those structural portions installed or revised by Bank). Bank shall be required to receive the prior approval of University before making any changes to the Building.

8.2.2 University shall maintain the Building free and clear of any fixtures, barriers, signs or other obstructions that would unreasonably inhibit the ingress to and egress from the Premises.

9. UTILITIES

University shall furnish at its sole cost and expense, all lighting, electricity, air conditioning and heating to the On-Site Branch only to the extent and in the capacity that such utilities are furnished to and used in the operation of the Building.

10. ADVERTISING, PROMOTION AND PUBLIC RELATION ACTIVITIES BY UNIVERSITY AND BANK

10.1 Both University and Bank recognize that it is in their best interests to promote jointly the business of each other at the Building. University shall promote the good will and business of Bank at the Building, and Bank shall promote the good will and business of University at the Building. In order to further this mutually beneficial relationship, Bank shall have the opportunity to have a quarterly business review with the University in an effort to assess performance to date and further opportunities to serve.

10.2 Both University and Bank may, at their sole cost and expense, advertise the existence and location of the On-Site Branch established pursuant to this Agreement in such media and in such manner as each deems appropriate. University and Bank grant to each other a non-exclusive, royalty-free license to use the others' registered and common law trademarks in advertisements promoting the On-Site Branch pursuant to this Section 10. Nothing herein shall

give to the University and Bank any right, title or interest in the others' trademarks (except the right to use in accordance with this Agreement). The trademarks are the sole property of the owner and any and all uses of the trademarks shall inure to the benefit of the owner. These trademark licenses expire with this Agreement. However, the prior written approval of each party shall be obtained with regard to any advertisement that is to be transmitted by or appear in any electronic or print medium that refers to both parties. Such prior written approval is not to be withheld without a good-faith concern regarding the quality or subject matter of the advertisement. The cost of any such joint advertising undertaken by either party shall be shared between the parties as agreed by them prior to such advertising being undertaken by either of the parties.

10.3 Bank shall, at times and in a manner approved by the University shall have the right to place its personnel in or near the Premises and/or in the common areas of the Building, from time to time, to educate and distribute information regarding Bank's services in the Premises, so long as such personnel act professionally and do not unreasonably interfere with or disrupt University's operations.

10.4 University shall provide, in University's sole discretion, all information as reasonably requested by Bank to further the promotion of the On-Site Branch and ATMs. Bank shall use the information provided in this Section 10 solely for the purpose of promoting the On-Site Branch, ATMs, Card Program, and Bank's products and services.

11. INSURANCE; INDEMNIFICATION

11.1 Bank shall carry its own personal property insurance. Bank shall also keep in force during the term of this Agreement commercial general liability insurance with respect to its operations, naming University as an additional insured under such policy. The liability limits of such policy shall not be less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and for property damage. Bank shall, at its sole cost and expense, comply with all reasonable regulations or orders of its insurance University or companies relating to its operations in the Building. Notwithstanding anything to the contrary contained herein, Bank shall have the right to self-insure in whole or in part any insurance coverage required to be procured or maintained under this agreement.

11.2 University shall obtain and keep in full force and effect commercial general liability insurance covering injury, death, disability or illness of any person, or damage to property, occurring in or around the Campus, with liability limits equal to or greater than the minimum limits for the liability insurance to be carried by Bank under this Section. University shall also maintain "special perils" property insurance in an amount equal to the replacement cost of the Building.

11.3 Bank further agrees to hold University harmless from any and all claims for injury, death, damages, costs or expenses (including reasonable attorney's fees) resulting from the activities or business of Bank, any Bank employees or any contractor of Bank. In the event any legal proceeding is brought against University due to any activities or business of Bank, Bank agrees to defend University interests at no cost to University. Without waiving sovereign immunity and only as permitted by Missouri law, University agrees to hold Bank harmless from

any and all claims for injury, death, damages, costs or expenses (including reasonable attorney's fees) resulting from the activities or operations of University, any University employees or any contractor of University. In the event any legal proceeding is brought against Bank due to any activities or operations of University, University agrees to defend the interests of Bank at no cost to Bank.

12. WAIVER OF SUBROGATION

12.1 University and Bank wish to eliminate the right of either of them to assign, by way of subrogation, to any insurance company carrying fire and extended coverage policies on their respective properties, any cause of action which any of them may have against the other because of negligence, and the resulting loss to property which is insured. Therefore, it is agreed that:

12.1.1 University and Bank expressly waive every claim which arises or may arise in its favor and against the other during the term of this Agreement of any and all loss of or damage to any of its property located within or upon the Building or Premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies.

12.1.2 University and Bank agree to give to each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of this mutual waiver and to have said insurance policies properly endorsed (if necessary) to prevent the invalidation of said insurance coverages by reason of this waiver and (if requested) to give to the other party a certificate from its insurance company to that effect.

13. TAXES

Bank shall pay all taxes assessed by any taxing authority because of its banking operations, and shall pay all personal property taxes assessed on its fixtures, equipment and machinery located in the Building. Bank shall also pay any license or other fee incident to the conduct of its business whether billed directly to Bank or to University. University agrees to forward to Bank all tax bills, license fee notices, and the like that are payable by Bank but received by University, promptly upon their receipt. In the event that any unapportioned tax assessed against University includes property of Bank, other than real estate taxes, Bank shall pay such portion of the tax as the value of such Bank property that was included in University assessment at the time of the assessment bears to the total value of the property assessed in the Building.

14. DEFAULT; TERMINATION

14.1 If Bank (a) fails to make the payments required under Section 4 above or any other charge provided for hereunder when the same is due, and the same is not paid within thirty (30) days after written notice to Bank; (b) breaches any other warranty or covenant of this

Agreement and either (i) fails to remedy same within thirty (30) days after written notice of such breach, or (ii) if the breach is one that is not capable of being cured within thirty (30) days, fails to commence such remedy within thirty (30) days after written notice of such breach and to thereafter diligently pursue such remedy to completion, then University, in addition to all other remedies available at law or in equity, may declare this Agreement terminated and Bank shall thereupon promptly vacate the Premises within one hundred eighty (180) days.

14.2 If University breaches any warranty or covenant of this Agreement and either (a) fails to remedy same within thirty (30) days after written notice of such breach, or (b) if the breach is one that is not capable of being cured within thirty (30) days, fails to commence such remedy within thirty (30) days after written notice of such breach and to thereafter diligently pursue such remedy to completion, then Bank, in addition to all other remedies available at law or in equity, may declare this Agreement terminated and Bank shall thereupon promptly vacate the Premises within one hundred eighty (180) days. Notwithstanding anything to the contrary contained herein, if a default by University is material in nature (i.e. substantially interferes with Bank's operations at the Premises), Bank shall be entitled to cure such default after three (3) days notice to University, and to set off any reasonable costs thereof against the License Fee.

14.3 Anything in this Agreement to the contrary notwithstanding, in the event Bank shall become insolvent, bankrupt or make an assignment for the benefit of creditors, or if it or its interest hereunder shall be levied upon or sold under execution or other legal process, or in the event Bank is closed or taken over by the authority of the United States, or other government supervisory authority, University may terminate this Agreement only with the concurrence of such governmental authority or other supervisory authority, and any such authority shall in any event have the election either to continue or terminate this Agreement; provided, however, that in the event this Agreement is terminated in whole or in part by such governmental or supervisory authority in such circumstances, the maximum claim of University for damages or indemnity for injury resulting from the rejection or abandonment of the remaining term of this Agreement shall in no event be in an amount exceeding the License Fee, without acceleration, for the year next succeeding the date of the surrender of the Premises to University, or the date of reentry into the Premises by University, whichever occurs first, whether before or after the closing of the ON-SITE BRANCH in the Premises, plus an amount equal to the unpaid License Fee accrued, without acceleration, up to such date.

14.4 In the event that University's use or operation of the Campus materially changes, Bank may terminate this Agreement upon at least one hundred eighty (180) days prior written notice.

14.5 Bank may terminate this Agreement at any time with 180 days' notice to University without liability, except for prior action that may result in a claim or any existing claims, liabilities accrued prior to the termination, upon the issuance of any order, rule or regulation by any regulatory agency, national association, or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on Bank prohibiting any or all of the services contemplated in this Agreement, or if such order, rule or regulation restricts the provision of such services so as to make the continued provision thereof unprofitable

or undesirable, or will be unduly restrictive to the business of Bank or will require burdensome capital contributions or expenditures.

15. INTENTIONALLY DELETED

16. POSSESSION UPON TERMINATION

Immediately upon the expiration or earlier termination of this Agreement, Bank will deliver possession of the location occupied by the On-Site Branch in the Building to University broom clean and in as good a condition as when Bank received the same on the date of this License Agreement, except for any ordinary wear and tear from reasonable use or damage by fire or other casualty not caused by the negligence, willful or intentional misconduct of Bank, its employees, agents, or contractors. Any equipment, fixtures or improvements in the premises at the time the bank delivers possession shall become the property of University.

17. CASUALTY

If the Building is destroyed or damaged by fire or other casualty and University elects not to rebuild all or any portion of the Building or to terminate the Lease pursuant to its rights thereunder, then this Agreement will terminate upon University written notice to Bank of its election and such termination will be effective as of the date of the fire or casualty. If University elects to repair the Building, the License Fees and other charges payable hereunder will abate proportionately during repair and restoration to the extent that Bank is unable to occupy and use the Premises. In the event that the Premises or On-Site Branch is damaged to the extent that University and Bank agree that the On-Site Branch cannot be occupied for 180 days or more following the date of such damage or destruction, Bank will have the right and option to terminate this Agreement by giving written notice to University within thirty (30) days following the date of the damage or destruction. If this Agreement is not terminated, Bank shall be responsible for restoring, at its expense, all fixtures, equipment, furniture and any structural modifications made by Bank to the Premises and Building for the installation of the On-Site Branch. Notwithstanding the foregoing, in the event such fire or other casualty is caused in whole or in part by Bank, its employees or contractors, Bank shall not have the option to terminate this Agreement.

18. CONDEMNATION

If the entire Building is taken or condemned (or sold in lieu of a taking) by a condemning authority, this Agreement may be terminated at the option of the Bank. If a portion of the Building not including the Premises is taken or condemned or sold in lieu of a taking, then University shall be entitled to terminate this Agreement, without the payment of any premium or penalty, by providing written notice of termination to Bank. If a portion of the Building including any portion of the Premises is taken, condemned, or sold in lieu of condemnation, then Bank shall be entitled to terminate this Agreement, without the payment of any premium or penalty, by providing written notice of termination to University. All awards made by reason of condemnation shall be made to University and Bank shall assign to University all its rights, title and interest in and to any such award. University shall, however, pay Bank any portion of an

award which is allocated to improvements to the Building made by Bank. Also, if any award includes an amount of compensation for moving fixtures, Bank will be entitled to a portion of such amount, not to exceed Bank's actual cost of removing its fixtures, based upon the cost incurred by Bank compared to the total cost incurred by Bank and University for removal of fixtures.

19. SUBORDINATION

This Agreement is and shall be subject to any lease and any mortgage now upon the Building or hereinafter entered into with respect to the Building to the same extent as University. Bank shall, upon the request of University, execute any and all instruments necessary to evidence such subordination of this Agreement to the Lease or any such mortgage.

20. RIGHT OF ENTRY OR INSPECTION

University and its respective duly authorized representatives will have the right to enter any On-Site Branch at all reasonable times upon reasonable prior notice and, subject to Bank's reasonable security concerns, for the purposes of:

20.1 Inspecting the conditions of same, and making such repairs, alterations, additions, or improvements thereto as may be reasonably required if Bank fails to do so as required hereunder (but none of such entities, except University for its obligations under this Agreement, will have any duty whatsoever to make any such inspections, repairs, alterations, additions, or improvements); and

20.2 Exhibiting the same to persons who may wish to purchase, mortgage, or lease the Building.

21. ASSIGNMENT, SUBLICENSING; TRANSFER; OR CHANGE IN CONTROL; AND SALE OF BUILDING

21.1 This Agreement and the rights granted hereunder cannot be assigned or transferred or sublicensed in whole or in part by Bank without the prior written consent of University, which consent shall not be unreasonably withheld, conditioned or delayed. In the event Bank requires the assignment or transfer of this Agreement due to any changes in its operating entity caused by merger, sale, acquisition, consolidation or operation of law, University hereby expressly consents thereto. Bank shall be obligated to deliver written notice of such assignment or transfer within thirty (30) days thereof.

21.2 In the event that University assigns, transfers, leases, or subleases in whole or in part its interest in the Building and in connection therewith assigns this Agreement, University shall be released from its obligations under this Agreement occurring after the effective date of such assignment. University shall deliver written notice of such assignment or transfer within thirty (30) days thereof.

22. REMODELING OF A BUILDING

22.1 Bank recognizes that University may, from time to time, wish to remodel or enlarge the Building to accommodate its operations. In the event a remodeling or enlargement affects the location or operations of the On-Site Branch, University agrees to provide written notice to Bank one hundred eighty (180) days in advance of the commencement of any remodeling activities within the Building and discuss its plans for remodeling the Building with Bank. If the On-Site Branch must be moved to another location within the Building, University shall not designate a location of substantially less floor area or materially poorer visibility than the current premises, University will pay all costs for the relocation of the fixtures of Bank, including electrical lines, telephone lines, air conditioning vents, equipment and improvements. Notwithstanding anything to the contrary Bank shall have the option to terminate this agreement upon one hundred eighty (180) days written notice to University if any relocation of the On-Site Branch is going to take place.

23. SECURITY

It shall be Bank's obligation to provide security for the On-Site Branch. Bank acknowledges that University is not an insurer of any On-Site Branch, and that University does not undertake to provide any security for any On-Site Branch, and Bank hereby releases University from any claims, loss or damage that it might sustain by virtue of a robbery or anticipated robbery or theft or anticipated theft. Bank further agrees to indemnify, defend, and hold University harmless for any claim, loss, action, or charge of expense (including reasonable attorneys' fees) by reason of a robbery or theft of an On-Site Branch or an attempted robbery or theft at any On-Site Branch.

24. ENTIRE AGREEMENT

The parties hereto agree that this Agreement sets forth all the promises, agreements and understandings between them with respect to Bank's rights and licenses expressed herein. Except as provided herein, there are no promises, agreements or understandings, whether oral or written, between them regarding such matters other than as set forth herein. It is further agreed that any amendment or modification to this Agreement shall not be binding unless such amendment or modification is reduced to writing and signed by both parties.

25. CAPTIONS

The captions of the several sections for this Agreement are not part of the context hereof and shall be ignored in construing this Agreement. They are intended only as aids in locating various provisions hereof.

26. SEVERABILITY

Each provisions contained in this Agreement shall be independent and severable from all other provisions contained herein and the invalidity of any such provision shall in no way affect the enforceability of the other provisions.

27. GOVERNING LAW

This Agreement is deemed to have been executed in the State of Missouri and it is agreed that any controversy or claim arising or relating in any way to this Agreement shall be governed and controlled by the internal law, and not the law of conflicts, of the State of Missouri.

28. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of University and Bank and their respective legal representatives, successors and assigns.

29. NOTICES

All notices and communications hereunder, shall be in writing and signed by a duly authorized representative of the party making the same. All notices shall be deemed effective when emailed, delivered personally or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or with reputable overnight delivery service (i.e., Federal Express, UPS or Airborne Express), addressed as follows:

- (a) If to University, then to: University of Central Missouri
c/o Elliot Student Union Director
Union 301
Warrensburg, MO 64093
- (b) If to Bank, then to: U.S. Bank National Association
800 Nicollet Mall, 15th Floor
Minneapolis, MN 55402
Attn: Corporate Real Estate

With a Copy to: U.S. Bank National Association
800 Nicollet Mall, 21st Floor
Minneapolis, MN 55402
Attn: Corporate Real Estate Counsel

The names and addresses for the purposes of this section may be changed by giving written notice of such change in the manner provided herein. Unless and until such written notice is actually received, the last name and address stated by written notice or provided herein, if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder. Failure to send a courtesy copy of a notice shall not affect a notice if otherwise properly given.

30. CONFIDENTIALITY

University acknowledges that Bank is a federally regulated financial institution that must comply with the safeguards for customer information contained in the Gramm-Leach-Bliley Act and regulations promulgated pursuant to the Gramm-Leach-Bliley Act. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and any other material or information that is either marked as confidential

or, if disclosed orally, must be disclosed as confidential at the time of disclosure and followed by writing within thirty (30) days summarizing the Confidential Information. Each party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar information of like nature and to use such Confidential Information only as permitted under this Agreement. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is disclosed under operation of law. The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of two years after termination of this Agreement. The parties agree that unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement.

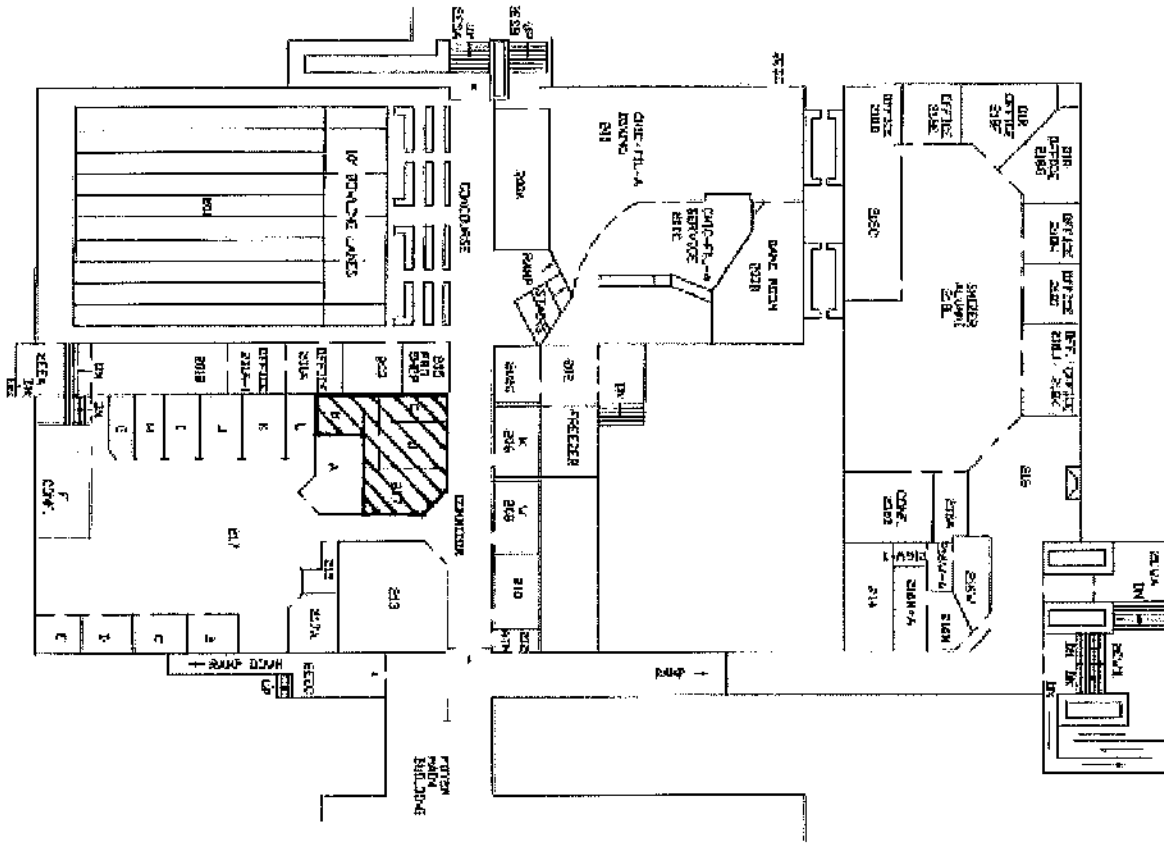
31. COUNTERPARTS.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[the remainder of page is intentionally left blank]

EXHIBIT A

PREMISES



ED. EL. 111
 UNIVERSITY OF ILLINOIS
 RECREATION/ALUMNI AREA
 SECOND FLOOR
 BUILDING SAFETY
 SCALE 1" = 40'
 ALI H. 5/13/03
 UPDATED BY HEATHER ROBINSON
 UPDATED AUGUST 5, 2011
 PER SURVEY 2010

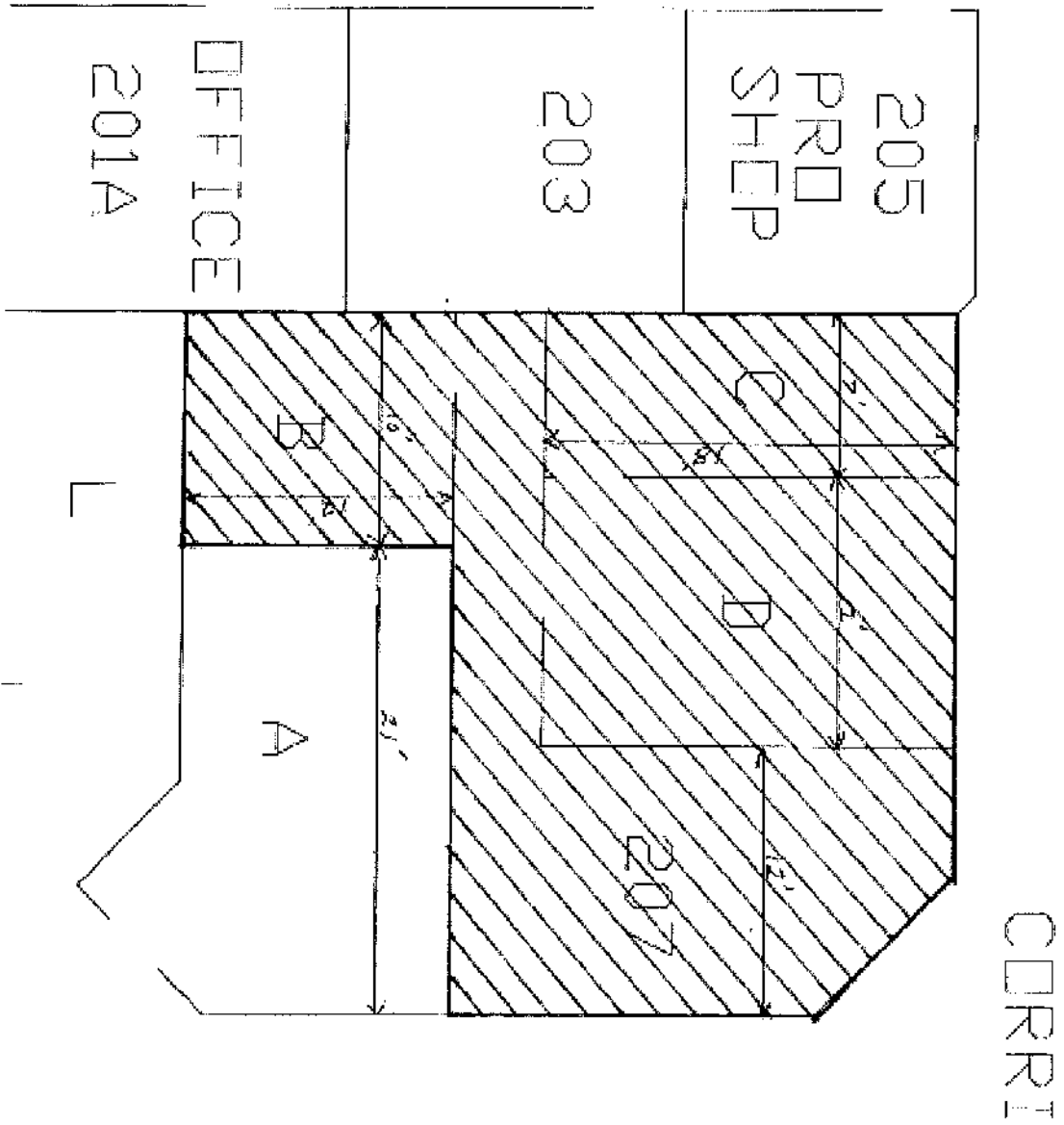


EXHIBIT B

ATM TERMS AND CONDITIONS

1. Premises. Subject to the provisions of this Agreement, Bank will install and operate ATMs at the locations of University listed below. The locations set forth below are referred to individually and collectively as the "Premises" herein.

On-Site Branch

Elliot Student Union

2. Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth below:
 - a. "Surcharge" means a fee charged to the cardholder by Bank for a deposit, cash withdrawal or cash advance initiated at the ATM.
 - b. "Transaction" means a deposit, cash withdrawal, cash advance, funds transfer or balance inquiry, but does not include any declined or cancelled transactions.
 - c. "Monthly Transaction Volume" means the total number of Transactions completed at the ATM during a calendar month.
3. Bank's Rights and Obligations. Bank may impose a fee to the cardholder by Bank for a cash withdrawal, deposit, cash advance initiated at the ATM (a "Surcharge") with respect to some or all Transactions at the ATMs. All decisions with respect to the imposition of Surcharges, including without limitation the amount thereof and the types of cards and Transactions affected, shall be made by Bank in its sole discretion.
 - a. If the applicable laws, regulations, or other conditions prohibit or limit the Bank's right to Surcharge or collect fees from network users, Bank may, upon ninety (90) days' advance written notice to University, terminate this EXHIBIT B.
 - b. In addition to its other rights and obligations under this Agreement, Bank shall, at its sole expense:
 - i. Use the Premises for the purposes of installing, maintaining, and operating the ATM.
 - ii. Maintain the ATM in good working order.
 - iii. Provide the data line and modem for the ATM and pay all related on-going communication costs.
 - iv. Pay applicable personal property taxes levied on the ATM.
 - v. Comply with applicable laws pertaining to the ATM.
 - vi. Bank may, at its option, bolt the ATM to the Floor. Upon removal, bolts will be sawed off flush to the floor.
4. University's Rights and Obligations. In addition to its other rights and obligations under this Agreement, University shall, at its expense:
 - a. Provide adequate space on the Premises for the ATM, in locations acceptable to Bank.
 - b. Modify the Premises as necessary to permit installation of the ATM.

- c. Pay the installation and operation costs for a dedicated electrical power line and telephone conduit to be used by each ATM.
 - d. Pay all real property taxes levied or assessed against the Premises.
 - e. Maintain the area immediately around each ATM in a safe, clean, neat, and orderly condition, and maintain access to each ATM for customers and for Bank's authorized employees, agents, and contractors. The area around the ATM shall be kept in compliance with the Americans With Disabilities Act ("ADA"), including but not limited to keeping clear floor or ground space immediately in front of the ATM of 30 inches (760 mm) minimum by 48 inches (1220 mm) minimum.
 - f. Promptly notify Bank of any defects, vandalism, or malfunctions affecting the ATMs or any related equipment or ATM signage.
 - g. Comply with applicable laws pertaining to the Premises.
5. Relocation or Disconnection of ATMs. Should either party, after an ATM has been installed, desire that it be relocated to a new location within the Premises or be temporarily shut off; such as for site maintenance, such party may send the other party a written notice proposing the new location or disconnection date and duration at least thirty (30) days prior to the proposed action. If the parties agree in writing to the relocation or disconnection, all expenses relating to such action shall be the responsibility of the party initiating the request. Only Bank's authorized employees, agents, or contractors may disconnect or move an ATM.
6. Exclusivity; Right of First Refusal. Bank shall be the exclusive ATM service provider on the Premises. University shall not establish or allow any third party to establish an ATM on the Premises.
7. Confidentiality. For purposes of this Agreement, subject to the Missouri Sunshine Law, "Confidential Information" means any agreement, letter of intent, business terms or other similar or related business information, which pertains to University's fees, costs or pricing for any or all automated teller machines ("ATMs"). University hereby agrees that unless Bank consents in writing, it will not release Confidential Information to any third party and will not use the Confidential Information for any purpose other than the purposes contemplated by this Agreement.
8. ATM Access and Security. University acknowledges that the ATMs and the currency contained in the ATMs are the property of Bank, and University has no right, title or interest whatsoever in any ATM or its currency. Further, University acknowledges that Bank has a strong proprietary interest in the safety and security of the ATMs and currency. University agrees to allow Bank access to the ATMs and currency immediately upon Bank's request. Bank may take all reasonable steps to secure the ATMs or currency, including but not limited to removal of the ATMs or currency without penalty, if University voluntarily or involuntarily becomes subject to or is expected to become subject to a bankruptcy court, receiver, or some other form of financial overseer, or if Bank reasonably believes that a serious risk to the safety or security of the ATMs or currency is imminent. University acknowledges that any interference, interruption or prevention of Bank's access to the ATMs and currency or Bank's other rights under this section will result in irreparable harm to Bank, and agrees that Bank shall be entitled to

immediate injunctive relief in order to enforce its rights under this section. At all times, the ATMs shall remain personal property of Bank regardless of the manner in which they may be affixed to the Premises. The terms of this section shall survive any termination of this Agreement.

Without waiving sovereign immunity and only as permitted by Missouri law, University shall indemnify, defend, and hold harmless Bank against any claims brought against Bank for violations of the ADA that are caused by University's actions (e.g., University blocking customer access to the ATM).

9. Signage. Bank, at its expense, may post signage at the ATMs. All decisions with respect to ATM signage mandated by law, regulation, and applicable network or credit card associations shall be made at the sole discretion of Bank. The parties shall make all other decisions with respect to signage, including any exterior building signage, mutually. University, at its expense and subject to Bank's prior written approval, may display additional ATM signage.
10. Damage. Any damage or repair to any ATM and related equipment of Bank will be the responsibility of Bank unless caused by the negligence or willful misconduct of University, its officers, employees or agents, in which case the cost of such damage or repair shall be University's responsibility.
11. USA PATRIOT Act. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each individual/business requesting services from Bank. Accordingly, Bank will ask University for information, including but not limited to, name, address, date of incorporation or formation, principal place of business, state of incorporation and other information about University and University's business that will allow Bank to identify University, and University will furnish that information to Bank.
12. Contractors. Bank may use contractors and subcontractors to perform some or all of the services Bank is obligated to provide under this Agreement.
13. Waiver. No waiver of any provision of this Agreement will be deemed a waiver of any other provision, and waiver of a right or remedy in one instance will not preclude enforcement of that same right or remedy in the future.
14. Provisions Severable. If any provision of this Agreement is illegal or unenforceable, it will be severable and all other provisions will remain in force as though the severable provision had never been included.
15. Quiet Enjoyment. Subject to the performance of all of the covenants, conditions, and provisions on Bank's part to be observed and performed under this Agreement, University shall not disturb Bank's quiet possession and quiet enjoyment of the Premises during the Term.

UNIVERSITY OF CENTRAL MISSOURI MARKETING SERVICES AGREEMENT

This University of Central Missouri Marketing Services Agreement (“Agreement”) is entered by and between the University of Central Missouri (“University”) and U.S. Bank National Association (“Bank”) effective as of the date the last party signs below (“Effective Date”).

Recitals

- A. University currently markets various products to their students.
- B. University desires to include banking products as a part of such marketing campaigns; and
- C. Bank offers such banking products; and
- D. University and Bank wish to provide marketing to students for banking products in accordance with this Agreement.

Accordingly, the parties agree as follows:

1. Banking Products. Bank will, during the Term and any Renewal Term of this Agreement, provide banking products to the campus community which can be comprised of but not limited to; students (incoming & current), faculty & staff (current & retired), alumni, fans of the school (i.e. athletics), and the surrounding community which includes the residents that live in the geographical area where the school is located. (“Users”). “Banking Products” means financial products available to Users through Bank either online or at a branch.

1.1 Product Features. Bank will offer their standard Banking Products available at all Bank branches with our standard account benefits, features, and fees. A fee list is available upon request. Bank reserves the right to amend or enhance such benefits, features, and fees from time-to-time. Bank will never charge additional fees for opening a student checking account and will not allow Bank’s University affiliated debit card to be marketed, portrayed, or converted into a credit card. Additionally, all Bank-branded ATM’s on the University’s campus will be free of transaction charges to Bank account holders when accessing their account with a Bank ATM/debit card throughout the Term of this Agreement and any Renewal Terms. Additional enhancements to Banking Products or services will be at the sole discretion of Bank.

1.2 Eligibility. Eligibility for Banking Products will be at the sole discretion of Bank.

1.3 Reporting. Within 60 days following the most recently completed Title IV award year, Bank will provide an annual reporting of the number of students with accounts for any portion of such year under this Agreement, including the mean and median of the actual costs incurred by student account holders

2. Automated Teller Machines (“ATM”). University and Bank anticipate placing 1 ATM on the University campus. The number, operation, and placement of ATMs is governed by and subject to a separate ATM Placement Agreement between Bank and University. This Agreement is contingent on execution of a mutually agreeable ATM Placement Agreement. In the event an ATM Placement Agreement is not executed within 30 days of this Agreement or in the event the ATM Placement Agreement is terminated, Bank has the right to terminate this Agreement upon 10 days’ advance written notice to the University.

3. U.S. Bank Affinity Debit Card Terms and Conditions. Specifications, Terms and Conditions, and Licenses for a co-branded Bank debit card associated with Users’ accounts bearing the University’s marks (an “Affinity Debit Card”) are found in Exhibit 1 to this Agreement.

4. Marketing.

4.1 Solicitation. Bank may solicit new Bank accounts. Bank may prepare content acceptable to University for miscellaneous marketing materials relating to Banking Products for distribution to Users. Bank may promote itself as the University's preferred provider to Users. University will acknowledge approval of text in writing. Bank may continue to work with University to develop marketing materials and Financial Wellness Seminars to expand User awareness and understanding of Banking Products. No marketing materials may be distributed at the University without University's prior review and written approval.

4.2 Events.

4.2.1 University will provide Bank with exclusive access to, and presence at, certain on-campus activities, events and promotional locations to advance the opening of new Bank accounts at no additional cost to Bank including the following:

- New Student Orientation including Mule Mall
- International Student Orientation
- On-going Tabling Events (Warrensburg & Lee's Summit campus)
- Financial Wellness Seminars for students, faculty, staff, alumni, and athletics
- Other events held at the Elliott Student Union

4.2.2 Participation in such events will include where applicable, but not be limited to, the following:

- Distribution of marketing materials prior to the event
- Tables in high traffic areas
- Presentations or communications to students and/or parents

4.2.3 Exclusive access does not include athletic events or alumni events. Bank may request exclusive access to certain events not listed above from the Vice President of Finance at least 60 days prior to the event. The Vice President's decision is final.

4.2.4 In addition, Bank shall be provided exclusive access to the following:

- Marketing to Students
 - Email all students on an annual and semi-annual marketing campaign(s) by providing marketing materials to University for student list distribution (excluding any students who have opted out of receiving University sponsored solicitations)
- Marketing to Faculty and Staff:
 - New Employee Orientations
 - Annual and semi-annual marketing campaigns distributed by the University such as mailers, newsletters or other communications
 - Facilitating Banking Product promotion through email distribution or other channels

4.2.5 In addition, Bank may be provided access (where applicable) to the following:

The services in this section 4.2.5 are not exclusive

- Marketing to University Alumni
 - Provide marketing materials at Alumni events
 - Opportunity to include Affinity Debit Card information in various alumni association communications
- Bank to market Affinity Debit Card to Bank and non-Bank customers in surrounding community
- Usage of University Affinity Debit Card image in Bank sales materials that will be shared with prospects

4.3 Signage. Subject to University's prior written approval, Bank may display informational and directional signage on the campus identifying ATM locations, signage will be of commercially reasonable size and style. Bank may also display any signs or notices required by law to be displayed by Bank. Bank will not cause to be fixed to any University property signage of any kind without the prior written approval of University.

With prior University approval, Bank will, at its sole cost and expense, be allowed to maintain exterior and interior temporary and "banner" signage and advertising on the Campus and will be allowed to place directional stickers or floor coverings on the floors of the buildings housing ATMs and/or other Bank-placed products. University, without cost or expense to University, will reasonably cooperate with Bank in obtaining all necessary approvals from third parties with respect to such signs. All actions necessary to obtain the required approvals will be at Bank's sole expense and Bank will expend the necessary time to obtain such approvals. Nothing contained herein will be construed as a requirement that University surrender or compromise any of its existing exterior signs in order to accommodate or gain approval for Bank's exterior signs.

4.4 Prior Approval. University will not distribute any materials using Bank's name or relating to Banking Products without receiving prior approval from Bank.

5. Term and Termination. This Agreement will remain in effect for an initial five (5) year term beginning on May 16, 2025, and expiring on May 31, 2030 (the "Term"), unless earlier terminated or renewed pursuant to the terms of this Agreement. Subject to the terms hereof, this Agreement may be renewed for one (1) additional successive Term of two (2) years (a "Renewal Term") at the discretion of both parties. Bank shall give University 130 days' written notice prior to the expiration of the initial Term of its intent to extend the initial Term for two (2) years. University shall respond in writing within 30 days of the date of the Bank's notice, with its determination of the exercise of the additional Term. If University fails to respond within the allotted time, it shall be deemed that University accepts the extension. The renewal will be on the same terms and conditions as set forth herein.

5.1 Breach. In the event of a breach of this Agreement by either party at any time during the term of this Agreement, the non-breaching party will provide written notice of such breach. In the event the breach is not cured or a suitable plan for curing the breach is not proffered within 90 days from the date of such notice, the non-breaching party may thereafter terminate this Agreement upon an additional 10 days' written notice to the breaching party, subject to Section 5.2 regarding Immediate Termination for Cause.

5.2 Immediate Termination for Cause. Either party may terminate this Agreement immediately upon written notice to the other in the event of: (1) the liquidation or dissolution of the other party; (2) the making of an assignment of a substantial portion of its assets for the benefit of its creditors; (3) the filing of a voluntary or involuntary petition under any federal or state bankruptcy statute by the other party; or (4) the inability of the other party to pay its debts as they become due; (5) the noncompliance with regulation or law applicable to the noncomplying party.

5.3 Termination for Change in Law. Bank may terminate this Agreement at any time with 90 days' notice to University without liability, except for liabilities accrued prior to the termination, upon the issuance of any order, rule or regulation by any regulatory agency, national association, or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on Bank prohibiting any or all of the services contemplated in this Agreement, or if such order, rule or regulation restricts the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or will be unduly restrictive to the business of Bank or will require burdensome capital contributions or expenditures.

5.4 Termination for Complaints or Fees.

5.4.1 Complaints. University will complete and share with Bank a biennial due diligence review of student complaints associated with Bank's accounts provided in connection with this Agreement. After joint review University may terminate this Agreement upon 90 days' notice to Bank if University determines that number of complaints were excessive.

5.4.2 Fees. University will complete and share with Bank a biennial due diligence review of the fees assessed student accounts in connection with this Agreement. After joint review University may terminate this Agreement upon 90 days' notice to Bank if University determines the fees assessed to Users of Banking Products are not consistent with or are above the prevailing market rates for similar Banking Products.

5.5 Termination; Effect on Users. University and Bank agree that each User who has an account with Bank with an Affinity Debit Card will be a customer of Bank and, upon any termination of this Agreement pursuant to this section, or upon Users leaving University, each User will remain a customer of Bank unless such User chooses to terminate his or her account with Bank. Bank may solicit such Users to sell them the full range of Banking Products during the Term or any Renewal Term of this Agreement or after its termination. University reserves the right to solicit such Users after the termination of this Agreement, to sell them any banking products offered on the University campus by any party. Upon any Termination the Agreement or Affinity Debit Card Program, University will allow Bank to continue User and general customer accounts with the Affinity Debit Card plastic on open Bank accounts. Such plastic will be replaced with plastic that does not bear University's Licensed Marks solely upon expiration of the plastic or replacement of plastic due to lost/stolen or upgrade reasons. Notwithstanding the foregoing, should University require, following termination, that Bank replace existing Affinity Debit Card plastic on open Bank accounts with plastic that does not bear the University's Licensed Marks, University shall be responsible for the cost of such replacement and shall provide Bank with reasonable time to affect such replacement. Bank shall have no obligation to assign new account numbers to replacement debit cards.

5.6 Survival. The rights and responsibilities of each party as embodied in Section 4 ("Marketing") and Exhibit 1 ("U.S. Bank Affinity Debit Card Terms and Conditions") regarding the use of marks and other intellectual property, Section 7 ("Indemnification; Losses") regarding indemnification, and Section 12.8 ("Confidential Information") regarding the use and preservation of confidential information will survive the termination of this Agreement.

6. Representations and Warranties. Each party represents and warrants as follows:

6.1 No Conflict. The execution, delivery, or performance of the activities contemplated by this Agreement will not violate or conflict with any applicable law, regulation, or rule, or contract to which the party is subject.

6.2 Authority. Each party has the authority to enter into this Agreement and has received all necessary approvals.

6.3 University Authority. University has the authority to enter into this Agreement on behalf of its member institutions, and further has the authority to ensure that the terms of this Agreement are adopted and followed by its member institutions.

6.4 No Other Agreements. University represents and warrants that neither it, nor any of its affiliates, currently have, and will not enter into, any future relationships or agreements with other financial services companies, issuers of debit cards, or provider of services covered under this Agreement, other than Bank that would compromise the exclusivity provisions of this Agreement or the purposes for which this Agreement was entered into by Bank for the Term of this Agreement, an any Renewal Term. This includes, but is not limited to, banking accounts, issuing of debit cards or their functional equivalents, allowing any type of accounts or debit card products that bear or are associated with the University's name or protected marks, student refunds, and payroll disbursement products that solicit student checking accounts and /or provide connectivity to the University ID Card.

7. Indemnification; Losses. Notwithstanding any other provision in this Agreement:

7.1 Bank Indemnification of University. Bank will defend, hold harmless, and indemnify University from and against any third-party claims for loss, damage, cost, and expense, including reasonable attorneys' fees, suffered by University due to Bank's gross negligence, wrongful acts, wrongful omissions, or the willful misconduct of its employees, agents, or officers of Bank arising out of the performance or nonperformance of services under this Agreement. In the event University seeks indemnification from Bank, University will provide notice to Bank of the events leading to the claim as soon as they are known to University and University will allow Bank to control the defense of such claims in return for Bank's indemnification.

7.2 University Indemnification of Bank. University will be responsible for any third-party claims for damages that result from its employees, agents, and representatives' gross negligence, wrongful acts, wrongful omissions, or willful misconduct during the performance of duties agreed to herein. By so agreeing, University is not waiving any of the protection afforded the University as a public body of the state of Missouri. Bank acknowledges that Users are not by definition employees, agents, or officers of University and University assumes no liability for the individual acts of Users.

8. Release of Information. Bank will not be required to provide any financial records or information relating to individual Bank customer to University, nor will University be required to provide any student information or records to Bank, for any purpose whatsoever during the Term of this Agreement including any Renewal Terms.

9. Payments. Bank will make the following payments in advance of each applicable year with the first payment being made on or before 30 days after the Term start date enumerated in Section 5 Term and Termination, and all subsequent payments being made on or before July 1st each year during the Term or any Renewal Terms of this Agreement.

9.1 Operations Payment. Bank will pay to University a fixed operations payment of \$140,000 ("Operations Payment") each year of this Agreement beginning in June 2025.

9.2 Scholarship. Bank will pay to University a scholarship payment of \$5,000 ("Scholarship Payment") each year of this Agreement beginning in June 2025. University and Bank will work jointly to determine the parameters for qualification to award the annual Scholarship Payment for the University students.

10. License. Both University and Bank may, at their sole cost and expense, advertise the existence of the Affinity Debit Card and location of ATMs established pursuant to this Agreement in such media and in such

manner as each deems appropriate. University or Bank grant to each other a non-exclusive, royalty-free license to use the others' registered and common law trademarks in advertisements promoting ATMs and Banking Products pursuant to this Agreement. Nothing will give to University or Bank any right, title or interest in the others' trademarks (except the right to use in accordance with this Agreement). The trademarks are the sole property of the owner, and any and all uses of the trademarks will inure to the benefit of the owner. These trademark licenses expire with this Agreement. The prior written approval of each party will be obtained with regard to any advertisement that refers to both parties. Such prior written approval is not to be withheld without a good-faith concern regarding the quality or subject matter of the advertisement. The cost of any such joint advertising undertaken by either party will be shared between the parties as agreed by them prior to such advertising being undertaken by either of the parties. Notwithstanding anything to the contrary contained herein, University expressly consents to the use of its trademark logo on Bank-issued checks and Affinity Debit Cards in connection with this Agreement, and such consent survives the termination of this Agreement and Users' affiliation with University.

11. Notices. All notices and statements by either party in connection with this Agreement will be binding upon the recipient if sent to the following addresses. All notices under this Agreement must be made by hand delivery or certified/registered mail, first class, postage prepaid, return receipt requested.

University: University of Central Missouri
c/o Elliott Student Union Director
Union 301
Warrensburg, MO 64093

Bank: U.S. Bank
Campus Banking
Attn.: Vincent Roos – Vice President
10100 W 119th St
2nd Floor/SL-KS-W2HM
Overland Park, Kansas 66213

12. Miscellaneous.

12.1 Choice of Law. This Agreement and its interpretation will be governed by the laws of the state of Missouri. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state and federal courts sitting in, the state of Missouri,

12.2 No Waiver. The delay or failure of either party to exercise any of its rights under this Agreement will not be deemed to be a waiver of such rights.

12.3 Severability. If any term of this Agreement is found by a court to be illegal or not enforceable, all other terms will still be in effect.

12.4 Entire Agreement; This Agreement and any attachments constitute the entire Agreement between the parties, notwithstanding any prior oral understandings or contrary provisions contained in any previous written documents between the parties. Any modification or amendment of this Agreement must be in writing and executed by authorized personnel of both parties. Paragraph headings are for informational purposes and do not constitute a part of the Agreement.

12.5 Assignment. Neither party will assign this Agreement or any interest therein to any other person or business without the prior written consent of the other party, provided that, Bank will have the right,

without University's consent, to transfer or assign this Agreement to any parent, subsidiary, or affiliate of Bank or to any entity succeeding to substantially manage all of the assets of Bank as a result of a consolidation or merger.

12.6 Power and Authority. The undersigned persons executing this Agreement represent and certify that they have been fully empowered by their respective organizations to execute and deliver this Agreement and that all necessary corporate action for the making of this Agreement has been taken and done.

12.7 Force Majeure. Neither party will be liable to the other for its failure to perform any of its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed or rendered impractical or impossible due to circumstances beyond its reasonable control, including without limitation, power failures, earthquakes, government regulation, fire, flood, labor difficulties, civil disorder, terrorism, and acts of God, provided that the party experiencing the delay promptly notifies the other party of the delay.

12.8 Confidential Information. This Agreement does not contemplate sharing confidential customer /User information by Bank. However, Bank and University each acknowledge that each party, or its agents and subcontractors, may come into possession of some confidential information, not otherwise known or available to the general public, relating to the other party while performing under this Agreement. Each party agrees, except as may be required by applicable law or regulation, or by legal process, to keep such information confidential and not disclose the same to third parties (other than affiliate or subsidiary companies, legal counsel, accountants or other outside professionals representing each party or its respective affiliates or subsidiaries, on a need-to-know basis), to maintain adequate controls over such information and third parties who have access to such information to protect it from disclosure, and to further comply with all federal and state information security and confidentiality laws, including but not limited to the Family Educational Privacy Act (FERPA) of 1974, when applicable.

The remainder of this page was intentionally left blank with a signature page to follow.

EXHIBIT 1**U.S. Bank Affinity Debit Card Terms and Conditions**

These U.S. Bank Affinity Debit Card Terms and Conditions (“Terms and Conditions”) facilitate the provision of the Affinity Debit Card bearing the University’s “Licensed Marks” which shall mean the current and future trademarks, service marks, stylized marks, photographs, and logos of the University as these collective marks are described and provided by the University on the attached Addendum A to this Exhibit. These Licensed Marks are owned by the University, or it has a license to use the Licensed Marks including any and all applications and registrations related thereto. Any conflict between these Terms and Conditions and the terms and conditions contained Agreement pertaining to the Program (defined below) will be interpreted in accordance with the Terms and Conditions. The parties therefore agree as follows:

1. Bank Operational Responsibilities. Bank shall administer and be solely responsible for all operational aspects of the University and Bank’s Affinity Debit Card program (the “Program”), including the plastic issuance associated with this Program. University shall have no liability or responsibility for such issuance. The parties agree there will be no royalties paid by Bank for the use of the Licensed Marks described herein.

2. Program and Affinity Debit Card Policies and Attributes. Bank shall have full responsibility for and shall control all policies, activities, and decisions with respect to the Program and the User’s associated Accounts, such as card issuance, cancellation, and issuance of personal identification numbers. The Program is subject to termination for convenience at the Bank’s sole discretion. For further clarity, Bank may choose without cause to terminate the Program anytime after the date of this Agreement, with the provision of 90 days’ written notice, prior to any such termination.

3. Affinity Debit Card Issuance. Beginning on the Program launch date and thereafter until termination of the Agreement, unless Bank elects to terminate for convenience, Bank shall offer Program Affinity Debit Cards to Bank’s customers in accordance with the Terms and Conditions and the Bank’s policies. Upon any termination of the Agreement or the Program the parties agree to wind-down their relationship pursuant to Section 5.5 of the Agreement.

4. Design and Manufacture of Affinity Debit Cards. Bank will purchase plastic stock and be responsible for ordering, embossing, encoding and delivering the Program Affinity Debit Cards using a unique card design created and owned by Bank, except that Bank shall have no ownership rights in the Licensed Marks used thereon, and University shall have no ownership rights in the Bank’s marks or Visa Service marks used thereon. Program Affinity Debit Cards will be customized to University and shall bear Licensed Marks, Bank’s marks, and the trademarks of the appropriate National Associations, as well as, additional verbiage required by the National Associations, such as a “Debit Card” or “Check Card” designation. University shall have the right to review and provide prior approval for the type and size of Licensed Marks to be used on the Program Affinity Debit Cards, as well as, on the final design of any Program Affinity Debit Card, excluding use, type, size, and placement of National Association marks and subject further to applicable National Association regulations and requirements of law. Subject to Section 4.1 below, Bank shall bear the expense of manufacturing the Program Affinity Debit Cards issued to Bank’s customers.

4.1 Re-design. University shall bear all costs and expenses related to any re-design of Program Affinity Debit Cards requested by it, unless both Bank and University agree in writing that a re-design is necessary. If any Program Affinity Debit Card re-design contemplated herein involves the addition of Bank marks or trademarks of any of the National Associations, Bank shall bear the expense of any additional manufacturing or printing costs.

Bank will issue re-designed Program Affinity Debit Cards to new cardholders and to existing cardholders upon any Program Affinity Debit Card reissuance or replacement occurring in the ordinary course; provided that, Bank may exhaust its existing stock of plastic unless University pays for new plastic prior thereto.

5. Marketing and Solicitations. University shall not be required to provide any services, such as marketing or promotional services, in connection with the Program other than licensing its Licensed Marks to Bank and using or otherwise making available to Bank the marketing channels reasonably requested by Bank, including but not limited to, the campus community composed of the students (incoming & current), faculty & staff (current & retired), alumni, fans of the school (i.e. athletics), and the surrounding community which includes the residents that live in the geographical area where the school is located. University shall have the right to review and provide prior approval of marketing content of all solicitations, and any materials including a use of the Licensed Marks or University name. Bank may create, host and maintain a separate web page advertising and promoting the Program Affinity Debit Card ("Program Affinity Page"). The Program Affinity Page will contain Bank's marks and the Licensed Marks. Bank shall ensure the information provided on the Program Affinity Page is accurate in all material respects.

6. License Grant. Subject to the Terms and Conditions, University hereby grants to Bank a non-exclusive, nontransferable license to use the Licensed Marks solely in connection with the Program in the United States. Bank may sublicense the foregoing rights only to sublicensees who will use the Licensed Marks on Bank's behalf with respect to the Program. Bank will have a written contractual relationship with any such party and be responsible to University for sublicensee's use University's Licensed Marks.

7. Reservation of Rights. Bank acknowledges that University has represented to it, and University warrants, that it is the sole owner of all right, title, and interest in and to the University's Licensed Marks. Bank acknowledges that it has not acquired, and shall not acquire, any right, title or interest in or to the University's Licensed Marks except the limited right to use such Licensed Marks as expressly set forth in these Terms and Conditions. All use of the University's Licensed Marks by Bank, and all goodwill associated with such use, shall inure to the benefit of the University. All rights of the University in and to the University's Licensed Marks not expressly granted under these Terms and Conditions are reserved by the University. Should any right, title, interest, or other ownership in the Licensed Marks become vested in Bank by operation of law, this Agreement, or otherwise, then Bank agrees to assign, and hereby assigns, all such right, title, interest and other ownership to University free of additional consideration. Bank shall provide and execute all documents necessary to effectuate and record such assignment to University.

8. Restrictions. All use of the Licensed Marks as permitted herein shall be subject to the following restrictions:

Bank shall not create, nor shall it permit third parties to create a unitary composite mark involving the Licensed Marks or use the Licensed Marks (a) as a portion or in combination with any other trademarks, service marks or logos; (b) as all or part of a corporate name, trade name or any other designation used by Bank to identify its products, services or business, or (c) for any other purpose other than as expressly permitted herein. Both during and after the Term and any Renewal Term of this Agreement, neither Bank nor any parent, subsidiary, or affiliate of Bank shall use any name, trademark, service mark, trade name, trade dress or logo which is confusingly similar or identical to any of the Licensed Marks. Nothing herein shall prevent Bank from using or affixing other trademarks to the Program Affinity Debit Cards or marketing materials related to the Program as long as such usage is not inconsistent with the requirements of these Terms and Conditions.

Bank shall not, directly, indirectly or otherwise: (a) facilitate activities which jeopardize, dilute or otherwise adversely affect the Licensed Marks; or (b) attack, dispute or challenge (nor aid or encourage others to do so) University's right, title and interest in and to the Licensed Marks, or the validity of the Licensed Marks.

University shall have no right, title, or interest in and shall not use the company name, logos or trademarks of Bank, any Visa Service Marks, or PLUS SYSTEM Marks without specific prior written consent.

9. Symbols. In connection with the use of the Licensed Marks, Bank will for each page or product surface on which a Licensed Mark is used, mark the use of the Licensed Marks with the appropriate trademark symbol in accordance with applicable law (e.g., “TM”, ®, or “SM”) or as instructed by University in writing from time to time.

10. Guidelines. Use of the Licensed Marks hereunder shall be in accordance with the provisions of this Agreement and University’s then-current guidelines, as may be provided to Bank and updated from time to time by University. Bank shall not reproduce or use the Licensed Marks in any manner whatsoever other than as expressly authorized by these Terms and Conditions.

11. Quality Control. Bank represents and warrants that all use of the Licensed Marks as permitted herein shall (a) be in accordance with applicable law; (b) conform to at least the standards of quality currently prevailing in Bank’s goods and services; (c) not be offensive, disparaging or misleading as to the origin or quality of the Program Affinity Debit Cards or the marketing materials related to the Program; and (d) be consistent with the general advertising practices in the industry. Bank shall not engage directly, indirectly or otherwise, in any practice or other activity that is or is likely to be detrimental to the goodwill associated with the Licensed Marks or the goodwill or reputation of the University or its services or products, or that constitutes a deceptive trade practice or unfair competition or that violates any applicable fair trade laws, privacy protections or advertising rules and regulations or that would disparage the Licensed Marks.

APPENDIX A
UNIVERSITY OF CENTRAL MISSOURI
LICENSED MARKS



University of Central Missouri
OPERATION & MANAGEMENT OF FULL SERVICE BANK BRANCH
RFP 25-002
BENEFIT/LEASE PROPOSAL

FIRM NAME: University of Central Missouri *U.S. Bank*

Vendors must complete this form and attach additional documentation as required on company letterhead and attach as separate PDF in the OTHER ATTACHMENT section of the Response Attachment section of the Ebid response.
DO NOT ATTACH THIS DOCUMENT OR OTHER BENEFIT/LEASE DOCUMENTS IN THE SAME FILE AS THE WRITTEN PROPOSAL.

TOTAL 5 YEAR BENEFIT/LEASE – Total of Year 1-5 amounts from below: **\$820,564**

(AN AMOUNT MUST BE PLACED IN THIS SECTION FOR SCORING PURPOSES)

Year 1 Annual Sponsorship Stipend	<u>\$140,000</u>
Year 1 Lease – Amount Per Month <u>\$1,500</u> x 12	<u>\$18,000</u>
Year 1 Scholarship Amount to be Awarded	<u>\$5,000</u>
Year 2 Annual Sponsorship Stipend	<u>\$140,000</u>
Year 2 Lease – Amount Per Month <u>\$1,545</u> x 12	<u>\$18,450</u>
Year 2 Scholarship Amount to be Awarded	<u>\$5,000</u>
Year 3 Annual Sponsorship Stipend	<u>\$140,000</u>
Year 3 Lease – Amount Per Month <u>\$1,591</u> x 12	<u>\$19,096</u>
Year 3 Scholarship Amount to be Awarded	<u>\$5,000</u>
Year 4 Annual Sponsorship Stipend	<u>\$140,000</u>
Year 4 Lease – Amount Per Month <u>\$1,639</u> x 12	<u>\$19,669</u>
Year 4 Scholarship Amount to be Awarded	<u>\$5,000</u>
Year 5 Annual Sponsorship Stipend	<u>\$140,000</u>
Year 5 Lease – Amount Per Month <u>\$1,688</u> x 12	<u>\$20,259</u>
Year 5 Scholarship Amount to be Awarded	<u>\$5,000</u>

(Year 1 Revenue due within 30 days of contract execution – Year 2-5 Revenue due on July 1 of each subsequent year)

Vendors may attach additional documents to the OTHER ATTACHMENT section of the Response Attachment section of Ebid to explain all discounts, rebates, prices, etc. that may be charged or offered. Put all information on company letterhead.

Banking Services Fees: Provide costs for the following services:

Student Banking Fees	No cost for young adults under age 24; otherwise, \$6.95/month
Employee Banking Fees	No cost for employees if minimum balance requirements or other waiver requirements are met; otherwise, \$6.95/month
ATM Fees for Bank Customers	No cost for U.S. Bank customers at U.S. Bank ATMs
ATM Fees for Non-Bank Customers	\$2.50 per transaction for non-U.S. Bank customers at U.S. Bank ATMs

Value-Added Features:

The proposed solution may include value-added features. Value-added features include any products, services, or upgrades that are not part of the requirements in this RFP. Describe any additional services or products that you offer and are not a part of the RFP requirements that you believe would add value to your proposed involvement in this contract and the dollar amount of savings or income. Put this information on company letterhead and attach to the OTHER ATTACHMENT section of the Response Attachment section or fill in this space:

See Benefit-Lease Proposal Supplemental Document 2024 for Value-Added Features



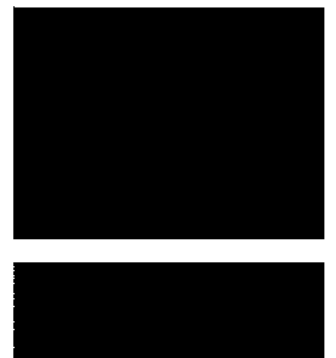


August 16, 2024

RFP Number: 25-002 Benefit/Lease Proposal

Presented to:

University of Central Missouri
Procurement Department
Robert Walla - Procurement Director
415 E. Clark Street, Building B, Suite 118
Warrensburg, MO 64093



Benefit/Lease Proposal Financial Summary

Below is the U.S. Bank financial summary for our bid to the University of Central Missouri offered in RFP #25-002. The services and benefits covered under this benefit/lease proposal as requested by the University of Central Missouri are: Annual Sponsorship Stipend, Annual Lease Payment, & Annual Scholarship Payment.

Within the Annual Sponsorship Stipend, U.S. Bank is also including additional funding to support on campus Innovation/Entrepreneurship programs, as well as an Athletic Sponsorship to create awareness of our Affinity debit card partnership.

Financial Commitment

U.S. Bank views the partnership between the University of Central Missouri and U.S. Bank as a derivative of community involvement. It is our desire to provide monetary incentives through this program that support our partnership in a way that is responsible to our customers and to the University. Through our continued commitment to our partnership with UCM, U.S. Bank understands the collaboration, communication and involvement required to ensure program success.

U.S. Bank is proposing simple, easy to budget for fixed payments for the life of the agreement. Should U.S. Bank be awarded the opportunity to execute a new agreement with the University of Central Missouri our financial commitment will be as follows:

Annual Sponsorship Stipend: \$140,000

- **Industry-Exclusive Promotion of Financial Products (Affinity Debit Card)** – U.S. Bank is proposing a **\$125,000 Operations Payment** per year to the University of Central Missouri for the exclusive right to offer our customers a co-branded affinity debit card with University Marks.
- In addition to the University of Central Missouri students, faculty, and staff, U.S. Bank is proposing to market this affinity debit card to alumni, fans, and supporters of the University as well. U.S. Bank has included a **\$5,000 Athletic Sponsorship** per year to support these marketing efforts.
- U.S. Bank is committed to innovation and entrepreneurial opportunities for students. Through our innovator-in-residence program, we have included a **\$10,000 Innovation/Entrepreneur Program Payment** per year to help fund initial costs for student start-businesses or innovation jam contests facilitated by U.S. Bank on the University of Central Missouri campus. UCM and U.S. Bank will work jointly to determine the parameters for qualifications to award the annual Innovation/Entrepreneur Program Payment.

Annual Lease Payment: \$18,000 + 3% annual increase

- **Branch Lease & ATM Services** – U.S. Bank is proposing an **\$18,000 Rent Payment** per year plus an additional 3% annual increase to the University of Central Missouri as requested in the RFP. This would allow U.S. Bank to maintain the exclusive right to operate a branch and ATM on the University of Central Missouri campus located inside the Elliott Student Union.

Annual Scholarship Payment: \$5,000

- **Scholarship** – U.S. Bank is committing to a **\$5,000 Scholarship Payment** per year which will be available to students that meet criteria assigned by UCM. This is a \$2,000 per year increase from our current commitment. Our goal is to award scholarships to students that complete financial education workshops or seminars through U.S. Bank.

Student Internships:

- In addition to the benefit/lease financial commitments above, U.S. Bank also commits to hiring **2-3 student interns yearly** for the life of the contract with the University of Central Missouri. U.S. Bank will hire these interns during peak volumes to assist with orientation and back to school events.

Overall, U.S. Bank is making a financial commitment of **\$820,564** to the University of Central Missouri over the initial 5 years of the agreement.

Banking Service Fees

In addition to the Banking Service Fees included within the Benefit/Lease proposal, below is a list of account features and benefits of U.S. Bank Smartly Checking for Young Adults and our Workplace Financial Wellness Program for employees.

Bank Smartly Checking for Young Adults

- \$0 monthly maintenance fees (Young Adult group benefit 18-24)
- \$0 ATM transaction fees at U.S. Bank ATMs and on first four Non-U.S. Bank ATM transactions per statement period (Non-U.S. Bank ATM transaction fees apply after four)
- \$0 overdraft protection transfers made from an eligible linked U.S. Bank deposit account
- \$0 overdraft fees for overdrawn balances of \$50 or less
- Overdraft Fee Forgiven program when overdrawn \$50 or more
- Two incoming wire transfer fees waived per Bank Smartly Checking statement period (Young Adult group benefit 18-24)

Bank Smartly Checking for Employees & Alumni

- \$0 overdraft fees for overdrawn balances of \$50 or less
- Overdraft Fee Forgiven program when overdrawn \$50 or more
- \$0 monthly maintenance fee when qualifiers are met (otherwise \$6.95)
- \$0 ATM transaction fees at U.S. Bank ATMs
- ATM transaction fees waived on the first two Non-U.S. Bank ATM transactions per statement period (Non-U.S. Bank ATM fees apply after two)
- 50% discount on personal checks ordered through the mobile app or online banking
- Exclusive U.S. Bank Smart Rewards® program

The U.S. Bank program benefits are the same for all students, employees, and alumni regardless of residency or domestic or international status.

A comprehensive list of our banking service fees can be found here:

<https://emp.usbank.com/dam/documents/pdf/deposits/consumer-pricing-information/deposit-products.pdf>

Value-Added Features

U.S. Bank is uniquely positioned to offer a comprehensive program that includes a broad range of benefits to help enrich the lives of students, employees, and alumni drawing on our capabilities and resources as the 5th largest bank in the country.

Goals Coaching

Our Goals Coaching team provides personalized coaching that can be utilized one-on-one or as a group coaching session, as well as workshops, panels, webinars and more. This unique program empowers your students, staff, and alumni to explore and set goals with a trusted partner, who will help them create a plan and hold them accountable until their goal is met. Our Goals Coaches help change someone's journey from "I wish" to "I will" to "I did." As a trusted listener and guide, Goals Coaches use personalized tools and resources to help your students, staff and alumni explore what truly matters in life, financial or otherwise. This is a complimentary service, free to non-customers as well, and all one-one-one sessions are 100% confidential.

Human + Digital Approach

We offer a best-in-class digital and human strategy that results in customer satisfaction and increased engagement. Our approach to digital, in alignment with our core purpose and service philosophy, is to create excellent digital experiences that help our customers thrive every day. We thrive on connected, personal interactions when it matters most. Every customer is on a different path to reaching their unique ambitions. That is why we're invested in every interaction, from functional tasks in the mobile app, planning for future possibilities together, to resolving complex challenges behind-the-scenes, we use a unique combination of personal support and meaningful digital tools to create experiences to power potential.

Experienced team and personal connection

U.S. Bank has an experienced team and proven record of building and leading successful campus programs, currently partnering with over 30 colleges and universities. The established partnership between UCM and U.S. Bank ensures the right level of attention and coordination across U.S. Bank as well as provides consistency in partner and customer experience.



August 16, 2024

University of Central Missouri

RFP 25-002 UCM Branch Banking Services Proposal Response



Table of Contents

Introduction2
 Letter of Interest.....2
 Executive Summary3
 Deviations, Modifications, Additional or Other Changes5
Tab 1: Experience, Qualifications and Past Performance 15
 Summary of Vendor’s Experience and Past Performance..... 15
 References 16
 Summary of Project/Staff Management Approach and Subcontractors 16
Tab 2: Technical Competence 19
 Scope of Work..... 19
 Project Requirements..... 19
 Detailed Information and Requirements 19
Tab 3: Capacity and Capability28
 Project Transition Schedule.....28
Appendix.....30

Please refer to the following attachments to this document:

- Exhibit 1 – U.S. Bank-UCM On-Site Branch License Agreement
- Exhibit 2 – U.S. Bank-UCM Marketing & Affinity Card Agreement

Introduction

Letter of Interest

University of Central Missouri Procurement Department

Robert Walla - Procurement Director

415 E. Clark Street, Building B, Suite 118

Warrensburg, MO 64093

Dear Mr. Walla,

On behalf of U.S. Bank, we are pleased to present our proposal for the University of Central Missouri. The chance to continue to serve the students, faculty, staff, and alumni at UCM is exciting to everyone at U.S. Bank and we hope our enthusiasm, commitment, and expertise is demonstrated in our proposal.

It's been an absolute pleasure to be the bank partner of the University of Central Missouri for the past 17 years. We believe U.S. Bank continues to be best suited as your provider for the proposed banking services in the future for a multitude of reasons. You will find that U.S. Bank delivers on the University's primary objectives of quality and convenience through our proposed approach to financial services, along with delivering financial education through workshops and webinars, as well as free access to our team of certified goals coaches. Delivering on these objectives – in addition to being a well-recognized national bank brand – will ensure you have a partner that continues to meet the needs of students, faculty, and staff as well as alumni, fans, and supporters.

Our proposal demonstrates a logical and balanced choice, combining the security of one of the nation's strongest performing banks with a decided commitment to innovative technology. Our seasoned practice of engaging in collaborative partnerships promises to deliver the most efficient suite of products and services that will meet the specific needs of the University of Central Missouri. In addition, you will find our steadfast commitment to students through our strong focus on financial education, student internship, innovation and scholarship programs, and consideration of UCM student hires when opportunities arise.

With both a compelling solution and price that is all-inclusive, U.S. Bank can meet the University's requirements in full. Your team at U.S. Bank would be honored to continue to serve the University of Central Missouri campus and community.

Sincerely,

Jeremy Goebel

Vice President, District Manager

Jeremy.goebel@usbank.com

417-625-3250

Kari Martindale

Vice President, Campus Banking

Kari.martindale@usbank.com

515-230-8330

Executive Summary

U.S. Bank Main Office

800 Nicollet Mall, 2nd Floor
Minneapolis, MN 55402
kari.martindale@usbank.com
515-230-8330

Overview

Your U.S. Bank team is excited about the opportunity to continue our commitment to the University of Central Missouri. U.S. Bank can meet all requirements outlined in your request for proposal, as well as provide your students and campus community with additional services and benefits that differentiate our program from other financial institutions. We can provide workshops and webinars tailored for students, faculty, staff, alumni, and parents, with a focus on financial and non-financial topics, as well as complimentary one-on-one goals coaching sessions for your community with our team of experienced Goals Coaches.

Understanding Your Needs

The University of Central Missouri needs a provider of comprehensive banking solutions with bench strength in higher education. You can leverage our experience, our presence in Warrensburg, MO, and our deep understanding of student, faculty, and staff members' financial needs. Your U.S. Bank team can deliver innovation in banking processes, consistency in service, and financial stability with continuity in performance and team.

Exceeding Your Expectations

The University of Central Missouri seeks an experienced and knowledgeable partner. Your local U.S. Bank market leadership team, led by market leader Mike Richardson and district manager Jeremy Goebel, demonstrate our breadth and depth of experience. This group exemplifies the foundation of our relationship-based service model.

Commitment to Customer Satisfaction

U.S. Bank has dedicated considerable efforts to increase customer satisfaction for campus populations through our various campus banking programs. It is our belief that the student, faculty, and staff members' experience is greatly enhanced by the combination of excellent products and services, and convenience in accessing and managing their accounts. With the ability to access U.S. Bank accounts through multiple channels, the University of Central Missouri community would gain comprehensive digital banking services unmatched by any other banking institution. The university will also continue to benefit from our commitment to a superior customer experience.

A Compelling Offer

U.S. Bank will work with the University of Central Missouri to make certain we provide the best value for the services requested, and more. The terms and all-inclusive pricing of this proposal cover all requirements addressed in the RFP.

Incomparable Stability

Finally, as you examine the enclosed offer in detail, consider the strength and dedication that U.S. Bank can deliver with the included proposed banking services. As one of the highest rated, most stable commercial banks in the country, the University of Central Missouri benefits greatly from our ability to focus on perfecting financial services for our clients. Our business model, operating philosophy, and financial strength allow us to allocate significant resources, both in dollars and technology, toward the enhancement and development of products and services.

Choose U.S. Bank

As you indicated, the University of Central Missouri will partner with the financial institution most capable of providing comprehensive and efficient banking services. Our proposal delivers on that objective by offering minimized bank costs for your students, faculty, staff and alumni, and a path to mutual success. We are confident that you will find our focus on your long-term success unmatched and we look forward to a continued partnership.

Background and Soundness

U.S. Bancorp, with more than 70,000 employees and \$680 billion in assets as of June 30, 2024, is the parent company of U.S. Bank National Association. Headquartered in Minneapolis, the company serves millions of customers locally, nationally and globally through a diversified mix of businesses including consumer, business, commercial, and institutional

banking, payments and wealth management. U.S. Bancorp has been recognized for its approach to digital innovation, community partnerships and customer service, including being named one of the 2024 World's Most Ethical Companies and Fortune's most admired superregional bank. Learn more at www.usbank.com/about.

History

We trace our earliest roots to 1853, when Farmers and Millers Bank in Milwaukee opened its doors, eventually becoming First Wisconsin and, ultimately, Firststar. In St. Louis in 1855, the Mercantile Trust Company was founded. The First National Bank of Cincinnati opened for business in 1863 and grew through many more decades to eventually become Star Banc Corporation.

The First National Bank of St. Paul was chartered in 1864 after doing business for 11 years as Parker Paine & Co. A year later, The First National Bank of Minneapolis received its charter. Before that, it had been a private banking house called Sidel, Wolford & Co. These two First Nationals formed a holding company in early 1929 that became known as First Bank Stock Corporation—which it remained until 1968, when it took the name First Bank System.

In 1891, the United States National Bank of Portland, Oregon, was chartered. In 1902, the U.S. National Bank of Portland was merged into the Ainsworth National Bank of Portland but kept the U.S. National Bank name. This turned out to be an auspicious decision, as a 1913 federal law prohibited other banks from using United States in their names from that time forward. U.S. National was among the first banks to form a one-bank holding company—called U.S. Bancorp.

Since 1988 alone, more than 50 banks, large and small, have helped to form today's U.S. Bancorp. During the 1990s, Star, Firststar and Mercantile merged to become the new Firststar, and First Bank System and U.S. Bancorp combined as U.S. Bancorp. On February 27, 2001, Firststar and U.S. Bancorp became the new U.S. Bancorp.

Most recently, in 2022, U.S. Bank completed our acquisition of MUFJ Union Bank, adding a premier organization to help us serve more customers and communities more effectively across California, Washington and Oregon. The combination improved our deposit position in California from 10th to 5th, and significantly increased access to branches and fee-free ATMs to our customers on the West Coast.

Subsidiaries

Founded on July 13, 1863, U.S. Bank National Association (U.S. Bank) is a wholly owned subsidiary of U.S. Bancorp. The Minneapolis-based bank is a national banking association that is formed under the laws of the United States. U.S. Bank owns subsidiaries throughout the United States as well as several internationally.



Deviations, Modifications, Additional or Other Changes

All deviations, modifications, additional or other changes, including but not limited to, the RFP document, Insurance Requirements, Ebid attachments (i.e. sample "Contract Agreement") and Addendums, shall be declared on company letterhead with reference to the affected document(s) and section(s). Any such deviations, modifications placed elsewhere and not described in this section shall be null and void. Further, deviations may result in the Proposer's submission being deemed as non-responsive. Any and all software license agreements or other documents proposed shall be provided as well. UCM documents shall take precedence over Vendor documents in the event of conflict of terms.

U.S. Bank understands and has listed all deviations, modifications, additional or other changes starting on this page on company letterhead.

Request for Proposal

Article VI, Section 3. Contract Period. U.S. Bank cannot agree to a 30-day termination for convenience clause. Given the investment necessary to operate a branch, we would prefer not to include one. But, if necessary, then the shortest U.S. Bank could agree to is 180 days.

Article VI, Section 11. Insurance and Security Breach. The awarded Contractor must have cyber coverage of at least \$2,000,000.00 in addition to all other insurance listed in the UCM General Insurance Requirements and any Federal or State Banking requirements. Contractor will be responsible for any and all reasonable and direct claims or damage losses associated with a cyber security breach. All ~~students and others doing business~~ customers with the Contractor at this branch shall be immediately made aware of a breach of personal information and be totally reimbursed for ~~any and all lost assets or damages~~ reasonable and direct losses due to such cyber breach/s.

General Insurance Requirements

See U.S. Bank redlines to the University of Central Missouri General Insurance Requirements below.

- 1.1 The Contractor shall ~~procure and~~ maintain for the duration of the contract issued a policy or policies of insurance for the protection of both the Contractor and the Owner and their respective officers, officials, agents, consultants and employees. The Owner requires certification of insurance coverage from the Contractor prior to execution of a contract and commencing work.

Certificate of Insurance (COI) shall list the following information in the Certificate Holder portion of the document:

University of Central Missouri
116 W South Street
Warrensburg, MO 64093

- 1.2 Contractor shall provide and maintain during the life of the contract and until final acceptance of the work, insurance acceptable to the Owner which will afford protection and coverage in accordance with the requirements set forth below.

- 1.3 **Workmen's Compensation Insurance:** Workmen's Compensation Insurance for all employees at the site of the project, and, in case any work is sublet, Contractor shall require any and/or all subcontractor(s) similarly to provide Workmen's Compensation Insurance for all employees unless such employees are covered by the protection afforded by Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not covered under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employer's Liability Insurance.



Contractors shall provide coverage under the "Occupational Disease Act" of the State of Missouri, in addition to the above requirements, if the operations of the Contractor or any subcontractor are applicable thereunder. Workmen's Compensation Insurance shall comply in all respects with the requirements of the Statutes of the State of Missouri.

1.4 ~~Public Liability and Property Damage General Liability Insurance:~~ Public Liability and Property Damage General Liability Insurance in comprehensive general liability form as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including wrongful death, and from claims for property damage which may arise from the operations under the contract including all trucks and automobiles used, whether owned or not, and whether such operations be by the Contractor or any subcontractor or by anyone directly employed by either of them. The amount of insurance shall not be less than the following:

A. ~~Public Liability and Property Damage~~ General Liability

Bodily injury, each occurrence person	\$300,000
Aggregate	\$2,000,000

B. Property Damage

Each accident	\$2,000,000
Aggregate	\$2,000,000

C. Automobile Public Liability and Property Damage

Bodily injury, each person	\$300,000
Aggregate	\$2,000,000

D. Property Damage

Each accident	\$1,000,000
---------------	-------------

Such policy or policies shall by proper endorsement cover any liability of Contractor under the indemnification provision of the Contractor General Conditions.

1.5 Insurance Covering Special Hazards: ~~The Public Liability and Property Damage General Liability Insurance~~ policy or policies of the Contractor shall provide coverage for special hazards such as operation of material hoists, blasting or other use of explosives, and damage to underground property.

~~1.6 Owner's Protective Liability Insurance: Owner's Protective Liability Insurance for protection of the Owner against the standard hazards, except liability from operation of trucks and automobiles, and with the amount of coverage provided in the Public Liability and Property Damage Insurance of Contractor.~~

1.6 All insurance shall be ~~procured~~ maintained through agencies and be written by insurance companies which are acceptable to and approved by the Owner and shall be ~~obtained~~ maintained and paid for by Contractor.



1.7 Prior to bid/RFP close or within ten (10) calendar days after receipt of contract from the UCM Procurement Office, the Contractor shall furnish the Office of Procurement with certificates showing that the Owner is covered by the required insurance and showing the type, amount, class of operations covered, effective dates and dates of expiration of the policies. Failure to submit insurance in a timely manner may result in rejection of bid/RFP.

1.8 Upon receipt of any notice of cancellation or alteration, Contractor shall within five (5) days procure other policies of insurance similar in all respects to the policy or policies about to be canceled or altered. Neither the Contractor nor the Contractor's agents shall perform work on the Owner's property without the minimum insurance set forth herein being fully in force. There shall be no time extension granted for the Contractor's failure to maintain required insurance coverage.

ADDITIONAL COVERAGE MAY BE REQUIRED BASED ON SITUATIONS ASSOCIATED WITH PROJECT REQUIREMENTS. VENDOR SHALL SUBMIT ALL INSURANCE AS REQUIRED OR BIDS MAY BE REJECTED.

General Contractual Requirements

Section 6.1. U.S. Bank requires a separate branch lease agreement and affinity card agreement. See sample University of Central Missouri contracts as attachments to this RFP response.

Section 15.3. This is covered in Section 14.

Section 20.1. This section is not applicable.

See U.S. Bank redlines to the University of Central Missouri General Contractual Requirements below.

1. CONTRACTUAL PERIOD:

1.1. The contract period shall be as stated in the Contract Agreement. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period without written approval by both parties in the form of a written amendment executed by all parties.

2. CONTRACT PRICE:

2.1. All prices shall be firm, fixed unless otherwise specified in Contract documents. The University shall not pay, nor be liable for, any other additional costs including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3. APPLICABLE STATE LAWS:

3.1. The contract shall be construed according to the laws of the State of Missouri.

4. CONFLICT OF INTEREST:

4.1. No official or employee of the University or its governing body and no other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by the contract shall voluntarily acquire any direct personal interest, directly or indirectly, in the contract or proposed contract. Being a stockholder in the Contractor and its affiliates or using the Contractor for personal banking and investment services will not constitute a conflict of



interest. It is the University's obligation, rather than the Contractor's obligation, to monitor and to ensure compliance this Paragraph.

4.2. To the best of its knowledge, The Contractor covenants that he/she presently has no interest and shall not acquire any direct interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. To the best of its knowledge, The Contractor will not have a further covenants that no person having any such known interest working directly in performing services under shall be employed or conveyed an interest, directly or indirectly, in the contract.

5. MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION:

5.1. Executive order 05-30 directs the University to strengthen efforts to increase purchases to certified minority and women-owned businesses (MBE/WBE). All state agencies shall continue to make every feasible effort to target the percentage of goods and services procured from certified MBEs and WBEs to 10% and 5%, respectively. The targets may be met using prime contractors, subcontractors, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation. The Contractor shall therefore make a good faith effort to obtain MBE/WBE participation in any subcontracting activities.

5.2. Businesses wishing to qualify as MBE/WBE must meet the eligibility requirements outlined in 37.020 RSMo. MBE or WBE is defined as a business in which at least 51% of the ownership interest is held by minorities or women and the management and daily business operations are controlled by one or more of the minorities or women who own it. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans or other similar racial groups.

5.3. In the event an MBE/WBE subcontractor is unable to satisfactorily perform, the Contractor shall make a good faith effort to replace the subcontractor with another MBE/WBE subcontractor. The Contractor must secure written approval from the Procurement Office prior to the replacement of an MBE/WBE subcontractor. If the Contractor proposes replacement of a MBE/WBE subcontractor with a non- MBE/WBE, the Contractor must provide documentation of any and all efforts made to secure a MBE/WBE replacement. The Procurement Office shall have sole discretion in determining if the actions taken by the Contractor constitute a good faith effort.

6. CONTRACT DOCUMENTS:

6.1. The contract between the University and the Contractor shall consist of: (1) the bid solicitation and any addendums, (2) Bid Attachments, (3) documents attached to bid by vendor which are relevant to the contract, and (4) the Contractor's Ebid response, and any separate contracts (lease, or otherwise) entered into between University and Contractor. The University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the bid solicitation or the Contractor's response. In all other matters not affected by the written clarification, if any, the bid solicitation shall govern. The offeror is cautioned that his/her response shall be subject to acceptance without further clarification.

6.2. To the extent that a provision of the contract is contrary to the Constitution or laws of this state or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties.



7. AMENDMENTS TO CONTRACT:

- 7.1. No modification of any provision in the contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the Contractor and the University Procurement Office and incorporated in a written amendment to the contract approved by the University prior to the effective date of such modification.

8. ASSIGNMENTS:

- 8.1. The Contractor shall not transfer any interest in the contract, whether by assignment, merger, or otherwise, without the prior written consent of the University Procurement Office. The foregoing notwithstanding, Contractor shall be allowed to the freely assign any contract in the event of a merger or acquisition.

9. COMMUNICATIONS AND NOTICES:

Any written notice to the contractor shall be deemed sufficient sent as an email from a valid University representative or when deposited in the United States mail, postage prepaid, and addressed to the contractor at his/her address as listed on the signature page of the contract or at such address as the contractor may have requested in writing or by other carriers (UPS/Federal Express) when delivered to a carrier office, fee prepaid, and addressed to the contractor at his/her address as listed on the signature page of the contract, and/or hand-carried and presented to an authorized employee of the contractor at his/her address as listed on the signature page of the contract's listed on the signature page of the contract or at such address as the contractor may have requested in writing or by other carriers (UPS/Federal Express) when delivered to a carrier office, fee prepaid, and addressed to the contractor at his/her address as listed on the signature page of the contract, and/or hand-carried and presented to an authorized employee of the contractor at his/her address as listed on the signature page of the contract.

10. INDEMNIFICATION

- 10.1. Subject to a commercially reasonable waiver of subrogation contained in any separate contract, eEach party shall be responsible for damages that result from its wrongful acts or omissions, or each respective party's employees, agents, and/or representatives due to neglect or wrongful acts or omissions occurring during or arising out of the performance of duties and obligations agreed to herein. By so agreeing, the University is not waiving its sovereign immunity as provided by RSMo. Section 537.600, nor is it waiving any of the protection afforded it as a quasi-public body of the State of Missouri. Rather, the University agrees to be responsible hereunder only to the extent that it would otherwise be liable under the provisions of RSMo. Section 537.600.
- 10.2. In the event of legal actions or claims arising out of this contract against the University, its Board of Governors, or its employees or agents, the University shall reserve the right to engage legal counsel and determine whether settlement or defense of litigation is appropriate. This section is not withstanding worker's compensation claims.
- 10.3. If allegations of wrongdoing are alleged against the University, the Board of Governors, or its employees which in fact are solely attributable to the Contractor or were solely the fault of the Contractor, the Contractor will indemnify and reimburse the University for all legal costs and expenses incurred by the University in extricating itself from the legal action or claim.



11. BANKRUPTCY OR INSOLVENCY:

- 11.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the University Procurement Office.
- 11.2. Upon learning of any such actions, the University Procurement Office reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

12. NON-DISCRIMINATION IN EMPLOYMENT:

- 12.1. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against receipts of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employees at least 50 persons, they shall have and maintain an affirmative action program which shall include:
 - 12.1.1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination.
 - 12.1.2. The identification of a person designated to handle affirmative action;
 - 12.1.3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline.
 - 12.1.4. The exclusion of discrimination from all collective bargaining agreements and contracts.
 - 12.1.5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- 12.2. If discrimination by a contractor is found to exist, the University shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all offeror's lists until corrective action is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

13. AMERICANS WITH DISABILITIES ACT:

- 13.1. In connection with the furnishing of goods and services under the contract, the Contractor and Contractor's subcontractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA). University shall ensure that the building where the branch space is located complies with the ADA.



14. LIABILITIES:

- 14.1. The Contractor shall agree that the University shall not be responsible for any liability incurred by the Contractor or the Contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the Contractor, except as otherwise provided in the contract.
- 14.2. The Contractor shall be responsible for any and all injury or damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the Contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save the University, including its employees and assigns from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the University, including its employees and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.
 - 14.2.1. However, the Contractor shall not be responsible for any injury or damage occurring because of any breach, negligent act or omission committed by the University, including its agencies, employees, and assigns.

15. INSURANCE:

- 15.1. The Contractor shall understand and agree that the University cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 15.2. The Contractor shall maintain adequate liability insurance to protect the University, its agencies, its clients and the general public against any loss, damage and/or expense related to his/her performance under the contract, as set forth in the separate contracts between Contractor and University. The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc. Written evidence of the insurance coverage shall be provided by the Contractor to the University. The evidence of insurance shall include, but shall not necessarily be limited to effective dates of coverage, limits of liability, insurers' names, policy numbers, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. In the event the insurance coverage is canceled, the University must be notified immediately.
- ~~15.3. Contractor will indemnify the University and Board of Governors and hold them harmless from any and all costs, claims, complaints, or suits arising out of this service, including attorney fees, penalties and judgments.~~
- 15.4. Contractor shall comply with General Insurance requirements as listed in the Bid Attachment section of Ebid. Any deviation from these requirements must be designated with bid response. Failure to submit deviations with bid shall result in bidder acceptance of all requirements listed therein. The University reserves the right to refuse any deviations to the UCM insurance requirements.



16. CANCELLATION FOR BREACH:

16.1. The University may cancel the contract at any time, after written notice and a reasonable opportunity to cure, for material breach of contractual obligations by providing the contractor with written notice of such cancellation. Prior to issuing such a notice, the University will, if appropriate, provide the contractor with an opportunity to cure the breach within 10 - 30 days after notification. Should the University exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.

17. FUNDING SHORTFALLS:

In the event that funds are not available for any of the remaining years on a contract after year one (1), the University will have the option to terminate the contract with sixty (60) days' notice.

18. VENDOR NO TAX DUE CERTIFICATION:

18.1. The State of Missouri requires the University to have a Vendor No Tax Due Certificate on file before the final award letter is provided. The selected vendor for this contract shall be in compliance with the state mandate.

19. PRECEDENCE:

19.1. In the event that a conflict exists between this document and the terms and conditions of any Contractor agreement, contract, proposal, or any other legally binding document, the terms and conditions of this document shall govern.

20. CONTRACTOR'S PERSONNEL/REPRESENTATIVES:

~~20.1. The Contractor agrees and understands that the University's agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's bid. Therefore, the Contractor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the University. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the University's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The University agrees that an approval of a substitution will not be unreasonably withheld.~~

20.2. In the event that the University is dissatisfied with an individual provided under this contract, the University shall give written notice to the Contractor of such fact and the reason(s) therefore. If the problem cannot be resolved to the satisfaction of the University, the Contractor shall replace the individual.

21. CONTRACTOR'S WORK ACTIVITIES AND REPORTS:

21.1. The Contractor shall fully coordinate his activities in the performance of the contract with those of the University. As the work of the Contractor progresses, advice, updated progress reports, and information on matters covered by the contract shall be made available by the Contractor to the University throughout the effective period of the contract.



- 21.2. All reports, documentation, data, and material developed or acquired by the Contractor as a direct requirement specified in the contract shall become the property of the University. The contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential and that no reports, documentation or material prepared, as required by the contract shall be released to the public without the prior written consent of the University.
- 21.3. Contractor shall be responsible for acquiring all permits needed to complete the scope of work.

Tab 1: Experience, Qualifications and Past Performance

Summary of Vendor's Experience and Past Performance

U.S. Bank has more than 2,000 branches and advisory centers in 26 states, of which 26 are located on university campuses. U.S. Bank is a leader in providing customized campus banking solutions to higher education since 1976.

Below is a summary matrix listing all 31 of our university partners where we perform services similar to those requested in this RFP.

Campus partner	Year	Campus Card	Affinity Debit Card	On-Site Branch	Advisory Center
University of Washington	1976			✓	
Iowa State University	1996	✓			
Xavier University	1996			✓	
Morehead State University	2001	✓			
Saint Louis University	2001	✓		✓	
Gonzaga University	2002			✓	
Northwest Missouri State University	2003	✓			
San Diego State University	2003	✓	✓	✓	
Creighton University	2004	✓			
Northwestern University	2004	✓		✓	
North Dakota State University	2005	✓		✓	
University of Wisconsin-Eau Claire	2005		✓	✓	
University of Wisconsin-Stevens Point	2005	✓	✓	✓	
Austin Peay State University	2006		✓		
California State University, Fullerton	2007	✓	✓	✓	
Central Washington University	2007		✓	✓	
University of Central Missouri	2007		✓	✓	
Washington State University	2007			✓	
University of San Diego	2008	✓		✓	
University of Wisconsin-Madison	2009			✓	
Ohio State University	2010			✓	
University of Missouri	2010			✓	
University of Minnesota	2011			✓	
University of Denver	2012	✓		✓	
Southeast Missouri State University	2013			✓	
Eastern Illinois University	2014			✓	
San Francisco State University	2014			✓	
Western Kentucky University	2014		✓	✓	
University of Oregon	2015				✓
Oregon State University	2019				✓
University of Saint Thomas	2023		✓		

References

Below are three references from schools similar in size and scope to the University of Central Missouri where we perform services requested in this RFP.

Company: University of Wisconsin Eau Claire	
Contact & Title: Kristin Fitzsimmons, Director, University Centers	
Address: Davies Student Center 240D, Eau Claire, WI 54701	
Phone: 715-836-5599	Email: schumakf@uwec.edu
Number of years services performed: 19	Date of last service performed: Present
Services performed: Branch, 2 ATMs, Affinity Debit Card Program, Financial Education and Goals Coaching	
Number of Employees: 3	

Company: University of Missouri – Columbia	
Contact & Title: Tracy Schultz, Associate Director of Mizzou Student Center	
Address: G210 MU Student Center, Columbia, MO 65211	
Phone: 573-884-8903	Email: schultzt@missouri.edu
Number of years services performed: 14	Date of last service performed: Present
Services performed: Branch, ATM, Financial Education	
Number of Employees: 4	

Company: Western Kentucky University	
Contact & Title: John-Mark Francis, Interim VP Enrollment Manager & AVP Brand Strategy	
Address: 1906 College Heights Blvd., Bowling Green, KY 42101	
Phone: 270-745-4295	Email: john-mark.francis@wku.edu
Number of years services performed: 10	Date of last service performed: Present
Services performed: Branch, ATM, Affinity Card, Financial Education and Goals Coaching	
Number of Employees: 3	

Summary of Project/Staff Management Approach and Subcontractors

The vendor shall provide information to substantiate that they have sufficient professional staff to meet the needs of the Owner.

U.S. Bank acknowledges and agrees to staff the University of Central Missouri branch location with 3 full-time employees.

The Proposer shall provide resumes for all key personnel proposed to work on the project. The Owners will consider the resumes as a key indicator of the Proposer’s understanding of the skill mixes required to carry out the requirements of the project in addition to assessing the experience of specific individuals. Resumes should not be longer than one (1) single-sided page. Resumes should include, at a minimum, individual’s name, experience, and length of service with the company, academic background and degrees, professional certifications.

See Appendix for U.S. Bank resumes.

Any changes in proposed personnel once a contract has been issued shall only be implemented after written approval from the Owners.

U.S. Bank acknowledges and agrees to communicate changes in key relationship contacts immediately with the University of Central Missouri.

*Respective resumes for all key personnel to be used may be placed in the **Appendix** – (Tab 5 of the Proposal Response). Resumes are not part of the total page count.*

U.S. Bank included resumes of all key personnel in the Appendix as requested. Kari Martindale, the Campus Relationship Manager and main point of contact for the University of Central Missouri, along with Branch Manager Kelly Miles and District Manager Jeremy Goebel, will continue to assist the University in planning and project management related to our campus partnership with UCM.

Tab 2: Technical Competence

Scope of Work

U.S. Bank understands the University of Central Missouri will award a contract to the most qualified Vendor who will provide them with a full-service bank branch in the Elliott Student Union.

Project Requirements

Physical Facilities: U.S. Bank understands the physical facilities requirements.

Maintenance: U.S. Bank understands the maintenance requirements.

Cash Exposure Liability: U.S. Bank understands the cash exposure liability requirements.

Building Access: U.S. Bank understands the building access requirements.

Parking: U.S. Bank understands the parking requirements.

Automated Teller Machine (ATM) at the bank facility:

The ATM shall have the following:

1. *Silent alarm system capable of alerting campus police or security service*
U.S. Bank ATMs are monitored via an internal monitoring system that will dispatch to law enforcement as appropriate.
2. *Concealed surveillance camera and related equipment is preferred*
U.S. Bank ATMs include a concealed surveillance camera.
3. *Automatic dialer to alert bank staff in case of malfunction*
In the event of a machine malfunction, the internal monitoring system will alert the ATM servicing vendor as appropriate for servicing.
4. *Ethernet connectivity*
U.S. Bank ATMs communicate via cellular signal and do not use an ethernet cable.

The ATM shall have the ability to utilize a shared ATM switching system. The successful bidder shall be a member of Cirrus, Bankmate, Plus or other nationwide system to allow access by cards issued by other banks that are members of those networks.

U.S. Bank is a member of all major networks and several regional networks including: Visa, Cirrus, Plus, Pulse, MasterCard, Maestro, American Express, MoneyPass, Discover, NYCE, Shazam, and Quest.

The ATM shall allow for withdrawals of cash, deposits, transfer of funds between accounts, loan payments and balance inquiry.

U.S. Bank ATMs offer a variety of services included, but not limited to: cash withdrawals, deposits, transfers, payments, balance inquiries, and PIN changes.

Detailed Information and Requirements

Contractor shall be responsible for the payment of all applicable taxes levied in connection with the operation of its banking service business, including, but not limited to, sales tax, personal property tax, etc.

U.S. Bank acknowledges and agrees to be responsible for payment of all applicable taxes levied in connection with the operation of the University of Central Missouri branch.

Contractor agrees that its advertising shall not indicate in any way a connection to the University either expressed or implied, as to the University's promotion or endorsement of Contractor's operation without prior written approval from the University.

The success of the program will hinge on the close collaboration and coordination between the University of Central Missouri and U.S. Bank. We will work together to build a comprehensive plan across all available UCM marketing and

communication channels to promote the program to students, alumni, athletics, faculty and staff. U.S. Bank will collaborate with the University of Central Missouri to create marketing material to support the advertising of the program as well as communications / media to showcase the partnership.

U.S. Bank will seek prior written approval of all co-branded marketing from the University of Central Missouri prior to distribution. We understand that marketing/advertising for athletics can be a beneficial opportunity to earn additional revenue. Please see attachment #1 (Benefit/Lease proposal) for our new financial commitment to athletics to promote our Affinity debit card partnership.

All interior advertising and signs shall be consistent with the image of a public institution of higher education and consistent with existing University signage and must be approved in advance by the University and paid for by the Contractor. Exterior signage is not allowed.

U.S. Bank acknowledges signage requirements. Per the RFP addendum, U.S. Bank understands that the signage constructed on the Elliot Student Union lawn bearing the U.S. Bank logo can remain.

Uniforms of Contractor's employees shall not infer said employee is an employee of the University.

U.S. Bank acknowledges and agrees that bank employee attire shall not infer they are employees of the University.

Must operate as a full-service branch staffed with professional tellers, bankers, and a manager. Financial products shall include traveler's checks, money orders, cashier's checks and foreign drafts for personal needs only. Additionally, the branch should handle all aspects of loan applications, decision making and servicing.

Below is an overview of the branch staff responsibilities, a list of branch services, and a list of loans and lines of credit available at the University of Central Missouri branch. In addition, we included an overview of our award-winning online and mobile banking capabilities since this is a critical component of your community's banking needs.

Branch staff responsibilities

Branch Manager Kelly Miles has been with U.S. Bank for a total of 22 years and has been managing the branch inside the Elliott Student Union since 2023. Kelly is responsible for managing the branch including the leadership for sales, customer experience, regulatory policy and compliance, and facility management. Duties also include people management, developing a customer-centered branch environment, expert product/service knowledge, partnership with other areas of the bank and host site management. In addition, she actively participates in community and campus activities. Kelly is accountable for the ongoing branch balance sheet, financial statements, and profit and loss.

The branch client relationship consultants (CRC) are responsible for demonstrating excellent customer service in accordance with the U.S. Bank core values. They are responsible for sales and service activities at the university branch and represent U.S. Bank at offsite events including tabling events, financial wellness workshops, and workplace banking events. They open accounts, handle teller transactions, sell/cross-sell bank products and services, and resolve customer service issues. In addition, our bankers will refer customers to other areas of U.S. Bank as appropriate.

Branch services

Below is a list of branch services U.S. Bank will continue to provide to the students, faculty, and staff at the University of Central Missouri. The availability of these services may change over time as technology continues to evolve.

- Checking & savings accounts
- Deposits & withdrawals
- Currency & coin supplies
- Transfer money between accounts
- Wire transfers
- Cash checks
- Visa credit & debit cards
- Personal or home equity loans
- Financial advice
- Online & mobile banking assistance
- Checkbook balancing assistance
- Money orders & official checks
- Business banking
- Foreign currency exchange

- Cash advance from a credit card
- Overdraft protection
- International & domestic wire transfers
- Foreign drafts
- Notary services

Loans and lines of credit

U.S. Bank offers a variety of personal loans and lines of credit at the University of Central Missouri branch including the following:

- Home loans
- Home equity loans & lines of credit
- Unsecured personal loans & lines of credit
- Credit cards (Secured & Unsecured)
- Auto loans
- Boat loans
- RV loans

Online and mobile banking

In addition to our branch services, U.S. Bank understands the needs of college students and the value they place on the convenience of online and mobile banking. All U.S. Bank customers can register for online banking at usbank.com and download the free U.S. Bank mobile app onto their mobile device. Using our online or mobile banking, U.S. Bank customers can manage their account in the following ways:

- **Manage money** – View balances and transfer money between U.S. Bank accounts, set up account alerts, access online statements and more.
- **Account alerts** – Choose and customize their own text and email alerts.
- **Pay bills** – Organize and pay bills conveniently from one place; they can even add biller details to their Bill Pay list by taking a picture with their mobile device.
- **Deposit checks** – Deposit checks anytime with the U.S. Bank mobile app; it's as simple as snapping a photo.
- **Zelle** – With mobile banking, it's easy to send money to friends and family for everyday things – paying rent, splitting bills, buying tickets to the big game – with nothing more than an email address or mobile phone number. Parents can even send money to their student abroad.

Must offer checking and savings accounts for those wishing to open accounts. (Must be able to open accounts for International students without a social security number.)

U.S. Bank has been partnering with colleges and universities for more than 40 years, providing a variety of banking services to hundreds of thousands of students, faculty, staff and alumni through on-site branches, campus ID cards, affinity Visa debit cards, financial education and Goals Coaching. Our approach has always been one of accepting shared responsibility and investment in the success of each program with a goal to establish lifelong relationships.

We approach each campus with the clear and transparent intention to add value and ensure the best possible experience for everyone involved. As a result, our solutions never stop evolving and improving. Changing trends and innovations – often surfaced by our campus partners – have fueled great advancements in efficiency and we are happy to be the conduit for those changes. Business is not as usual.

Reimagined approach to serving the needs of our campus partners

U.S. Bank offers a winning combination for students, faculty, staff, and alumni. Our U.S. Bank Smartly Checking gives you access to tools to help boost your financial wellness and resources to help plan for your future. Our University of Central Missouri Mules Visa Debit Card will allow you to show your school spirit with every purchase anywhere Visa is accepted.

U.S. Bank Smartly® Checking + the University of Central Missouri Mules Visa Debit Card

CMU Mules Visa Debit Card



Products & Benefits

- Financial Wellness & Goal Coaching - 1-1 guidance and group learning sessions and workshops
- Scholarship Opportunities tied to financial education
- Career development through paid internships, innovation programs and other professional development opportunities
- Onsite Support
- Branch & ATM – Full-service branch & ATM inside Elliott Student Union
- Subject matter experts – Leverage U.S. Bank experts to help facilitate workshops, guest lecture, participate in panels, judge competitions & more.

Program Management

- **Relationship Manager** – Ongoing relationship support to partner with all areas of campus to uncover opportunities and provide solutions.
- **Marketing support** – Co-branded marketing material and communications to advertise the benefits of the partnership.

Campus Banking Program for Students, Employees & Alumni

The Campus Banking Program is offered to over 30 colleges and universities and has a track record of serving this segment since 1996. This program includes the following components:

Bank Smartly Checking for Young Adults

- \$0 monthly maintenance fees (Young Adult group benefit 18-24)
- \$0 ATM transaction fees at U.S. Bank ATMs and on first four Non-U.S. Bank ATM transactions per statement period (Non-U.S. Bank ATM transaction fees apply after four)
- \$0 overdraft protection transfers made from an eligible linked U.S. Bank deposit account
- \$0 overdraft fees for overdrawn balances of \$50 or less
- Overdraft Fee Forgiven program when overdrawn \$50 or more
- Two incoming wire transfer fees waived per Bank Smartly Checking statement period (Young Adult group benefit 18-24)

Bank Smartly Checking for Employees & Alumni

- \$0 overdraft fees for overdrawn balances of \$50 or less
- Overdraft Fee Forgiven program when overdrawn \$50 or more
- \$0 monthly maintenance fee when qualifiers are met (otherwise \$6.95)
- \$0 ATM transaction fees at U.S. Bank ATMs
- ATM transaction fees waived on the first two Non-U.S. Bank ATM transactions per statement period (Non-U.S. Bank ATM fees apply after two)
- 50% discount on personal checks ordered through the mobile app or online banking
- Exclusive U.S. Bank Smart Rewards® program

The U.S. Bank program benefits are the same for all students, employees, and alumni regardless of residency or domestic or international status.

International Students

International students will receive the expertise of our nationally recognized Global Services / International Banking division. Our staff's knowledge, extensive global network, and dedication to customer service offers students the unique combination of local banking and the ability to conduct transactions globally.

U.S. Bank can open checking and savings account for international students without an SSN, offer foreign currency exchanges, traveler's card purchases, and international wire transfer services. Through internet banking, students can even order foreign currency online and have it shipped directly to their residence once an account has been set up.

For international students that are Spanish-speaking, Asistente Inteligente de U.S. Bank™ is a Spanish-language version of our best-in-class Smart Assistant available in the U.S. Bank Mobile App. We are the first financial institution in the United States to offer the ability for Spanish-speaking customers to bank via mobile app in their preferred language—just by speaking it. Customers who set their language preference to Spanish in the U.S. Bank Mobile App have several capabilities, including checking their balance and transactions, transferring and sending money, tracking their credit score, locking and unlocking their card, making payments, and quickly searching for and completing many other functions. We also provide a comprehensive language interpretation telephone service for all other languages.

International students can open accounts with U.S. Bank. If they do not have an SSN, they will be required to present a valid passport/visa and student ID documentation. If additional supporting documentation needs to be obtained, a hold that blocks debits only – but allows credits – may be placed on the account until the additional supporting documentation is provided. Allowing the account to receive credits prevents incoming wires from being rejected. Holds can be resolved with proper documentation within 24 hours. In most cases, the passport/visa and student ID is sufficient to clear the account. U.S. Bank is very familiar with this segment and will work closely with the students and school to obtain any requested documentation needed, such as address verification.

We also have financial education to help students better understand the American banking system and can assist with account openings on campus, at international orientation, during other events, or at any U.S. Bank branch. In addition, our Goal Coaches can work with international students to provide one-one-one support and guidance, as well as collaborate with your organization to create workshops, webinars, or panel discussions to specifically meet the needs of international students as they transition to life in the U.S.

Must have other branch locations within 50 miles of Warrensburg, Missouri.

U.S. Bank has two full-service branch locations in Warrensburg and one full-service branch in Lee's Summit to service the University community. Each location is listed below along with the distance from university campuses.

UCM Branch

511 S. Holden Street Elliott Union
Ste. 207
Warrensburg, Missouri
660.747.6143
Distance: On campus

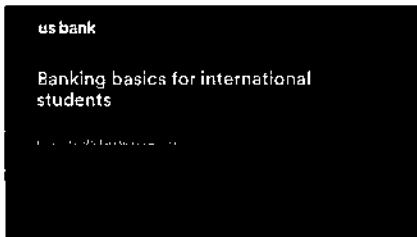
Maguire Branch

615 N Maguire Street
Warrensburg, Missouri
660.747.7141
Distance: 0.4 miles to campus

Douglas Square Branch

1599 NE Douglas Street
Lee's Summit, Missouri
816.521.3220
Distance: 2.2 miles to Lee's Summit campus

Offer and provide financial literacy (how to bank in the United States) to international students.



International student orientation sessions will be easier when our specialty bankers attend to address the banking needs of international students. We have a special financial education packet to help them better understand the American banking system that we typically review during orientation.

Additionally, several marketing materials for our products and services are available in Spanish and other languages, depending upon the subject.

We offer financial education resources and specialized Goal Coaches to help students better understand the American banking system. Our bankers can assist with account openings on campus, at international orientation or other events, or

at any of our U.S. Bank branches. In addition, our on-site branch can work with international students to provide one-on-one support and guidance. We can also collaborate with your organization to create workshops, webinars, or panel discussions to specifically meet the needs of your international students as they transition to life in the U.S.

U.S. Bank offers many resources, products, and tools for our customers to help international students throughout their financial journey. We go beyond traditional day-to-day banking transactions to offer a robust support system that will enable your students to be more confident and secure in their ambitions and decisions. The additional resources for international students will be conducted through our U.S. Bank branch personnel and in partnership with the U.S. Bank goals coaching team at no cost to the student or school.

U.S. Bank Financial IQ

This online resource provides training modules through a website offering credible information around using money wisely. Topics include everything from creating a budget, to managing your household, to investing your money, to managing your business. Preview our offerings at usbank.com/financialiq.

Comply with the Department of Education's Tier 2 requirements.

If U.S. Bank is awarded this business, we will ensure the University of Central Missouri continues to receive all documentation required for a Tier 2 arrangement.

Contractor shall provide evidence of a strong credit rating for their banking firm.

U.S. Bancorp continues to deliver consistent, predictable, repeatable, industry-leading financial results. Our disciplined business operations give us confidence in the commitments and decisions we make, allowing us to do what's right for our shareholders, customers and communities. We have a proven track record of success, including debt ratings that are among the highest in the banking industry. We are focused on being the most trusted choice, creating the future now, driving one U.S. Bank, and striving for simplicity to honor our commitment to strengthen financial futures together. We are rated by the credit rating agencies Moody's, Standard & Poor's (S&P), Fitch and DBRS. Our debt ratings are provided in the following link: <https://ir.usbank.com/financials/Supporting-Documents/default.aspx>

Contractor shall provide information on internship or part time employment opportunities for UCM students.

U.S. Bank will commit to creating an annual internship program for University of Central Missouri students. Under this program, U.S. Bank will hire 2-3 student ambassadors each year to help us facilitate the University of Central Missouri orientations (international and domestic), move-in day, and back-to-school events that are held on campus.

Each student ambassador will complete our new banker program and all necessary compliance training prior to any customer interaction. Throughout the summer, these student ambassadors also assist U.S. Bank branches with additional on-campus events at other colleges and universities in the surrounding area.

In addition to our internship program, whenever part-time employment opportunities become available, U.S. Bank always looks to hire University of Central Missouri students for these positions. We have found their flexible schedules allow them to work during peak times when additional staff is necessary.

During their time with U.S. Bank, the student ambassadors and part-time student employees learn various skills including communication, time management, customer service, sales, public speaking, and banking technology. The skills they learn are transferrable no matter what career path they may take post-graduation, whether it be with U.S. Bank or somewhere else.

Over the past 20+ years, U.S. Bank has hired students that started with U.S. Bank as a student ambassador or part-time employee and have gone on to successful careers with us. Some of them remain as valuable leaders for the bank today.

Contractor shall have the ability to offer Electronic Funds Transfer both domestically and internationally.

An electronic funds transfer (EFT) is the electronic transfer of money over an online network. The most popular form of EFT is the direct deposit of payroll. U.S. Bank offers this and numerous other EFT options for our account holders, including the following:

- ATMs
- Online peer-to-peer payment apps like Zelle
- Wire transfers – both domestic and international
- Online or mobile banking
- Electronic checks

U.S. Bank National Association is a national bank regulated by several federal agencies, including the OCC and the CFPB, to ensure banking institutions comply with all federal laws applicable to them.

The Electronic Fund Transfer Act ("EFTA") and its associated regulation (Regulation E) contain detailed rules governing what an error is in relation to an electronic fund transfer ("EFT"), how consumers must give notice of errors, and what the Bank needs to do in order to resolve an error. U.S. Bank will comply with applicable laws and regulations governing the services provided under this agreement including Regulation E.

Provide free or discounted services for UCM students and employees and provide free accounts to Recognized Student Organizations.

U.S. Bank offers special perks and benefits to the University of Central Missouri students and employees including many free or discounted services. In addition, U.S. Bank offers a variety of business accounts to meet the needs of your student organizations. This includes our Silver Business Checking Package, which is designed for businesses and organizations with limited transaction activity and currently includes 125 transactions and 25 cash deposits at no cost per statement cycle, which is perfect for a student organization. To learn more about our Silver Business Checking Package, click on the following link: <https://emp.usbank.com/business-banking/business-bank-accounts/business-checking/silver-business-checking-account-package.html>

Provide Financial Education and training programs for UCM students, staff, and faculty regarding their personal finances.

U.S. Bank Goals Coaching

Our Goals Coaching team provides personalized coaching that can be offered one-on-one to individuals or via workshops, panels, webinars and more. This unique program empowers your students, staff, and alumni to explore and set goals with a trusted partner, who will help them create a plan and hold them accountable until their goal is met. Haitham Suleiman will be the assigned Goals Coach for the University of Central Missouri relationship. As part of our commitment to the University, we will host a minimum of 6 workshops with students, faculty, staff, alumni and athletics on a yearly basis as part of this continued partnership.



Coach Haitham Suleiman

With over 18 years of banking experience, Haitham has coached and guided people with their financial, personal and professional goals using various tools and resources to help develop a routine to achieve their goal(s).

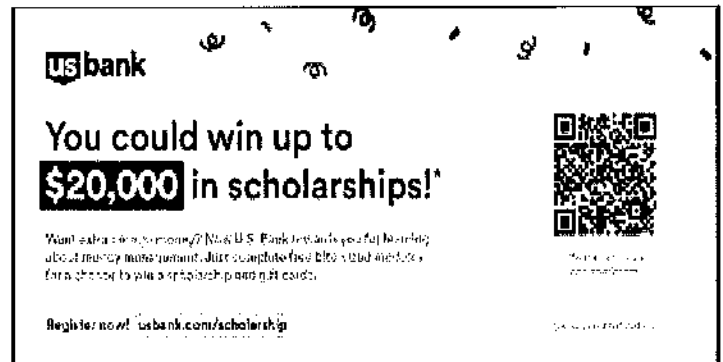
Some of the curriculum already available includes:

- Action planning
- Budgeting
- Building my career
- Credit wellness
- Goal setting
- Holiday spending
- Homebuying 101
- Living within your means
- Money mindset
- Personal branding
- Preparing for the unexpected
- Tips for saving

U.S. Bank Student Scholarship

For 10+ years, U.S. Bank has offered a scholarship open to all students. Each year, \$45,000 in scholarships are awarded to 5 winners that register. The more educational modules they complete, the higher the scholarship prize amount they are eligible for.

In 2023, we partnered with a gamified financial tool, Zogo, that has in-app incentives for educational achievements. Last year, 50,000 students registered on the Zogo platform and completed 1.3M financial education modules. To learn more about the U.S. Bank and Zogo partnership visit [U.S. Bank | Zogo - Skill Select](#).



The graphic features the U.S. Bank logo at the top left. The main headline reads "You could win up to \$20,000 in scholarships!". Below this, a QR code is positioned on the right side. To the left of the QR code, there is a small text block: "Want extra cash for money? Now U.S. Bank has a year-long scholarship about money management. Just complete free bite-sized modules for a chance to win a scholarship and gift cards." At the bottom left, it says "Register now! [usbank.com/scholarship](#)". At the bottom right, there is a small text block: "Thank you to our community!"

Offer training seminars at no cost for University Employees on customer service, procedures, operations, fraud training or other new technologies that may benefit the attendees.

In addition to the financial education seminars listed above, U.S. Bank can provide content experts to cover many specialties for the University of Central Missouri students, faculty, staff and alumni at no cost including: customer service, operations, fraud protection, small business education, and personal or professional development.

Contractor may provide support to student entrepreneurial programs.

U.S. Bank is excited about the opportunity to partner with the University of Central Missouri student entrepreneurial programs to explore ideas to leverage innovation. For example, U.S. Bank could host an Innovator in Residence program where students work to build their ideas with guidance from our Innovation experts, compete in a startup contest, and may be awarded funds to execute the best idea. This could be made available to undergrad or graduate students. Please review the Benefit/Lease proposal within this RFP to see U.S. Bank's financial commitment to this new opportunity.

Tab 3: Capacity and Capability

Project Transition Schedule

Proposers shall provide a detailed transition plan from the University's current Contractor (if applicable). Vendor shall have the capability of meeting the proposed transition schedule established by UCM and the vendor in the final contract.

U.S. Bank has the privilege of being the incumbent provider of banking services and the University of Central Missouri Mules Affinity debit card. We would love the opportunity to explore transitioning the University of Central Missouri's Mule Affinity Card to Recycled Ocean Bound Plastic. There is no cost or impact to the existing partnership, but it would make the old and expired cards more eco-friendly. There will be no transition required and U.S. Bank agrees to projected contract execution dates and contract terms.

The projected contract execution date is November 30, 2024. The current contract with US Bank expires on May 15, 2025. U.S. Bank has until June 15, 2025 to vacate the facility. Actual banking services for the awarded Vendor would begin on June 1, 2025 in a space in the Union to be designated by Union staff. A June 1, 2025 start date is required in order for new students to sign up for accounts. New Vendor will take over bank space on June 16, 2025 with all functions and services being operable in that space by July 15, 2025.

U.S. Bank understands the timeline listed above.

Appendix

Kari Martindale – Vice President, Relationship Manager, Campus Banking

kari.martindale@usbank.com | P: 515-230-8330

Kari been with U.S. Bank for 24 years, 15 of which she's spent as part of our campus banking team. She and her peers on the Campus Banking team oversee more than 30 campus banking programs throughout our footprint. This includes our on-campus university branches, campus ID card programs and college affinity debit card programs. Kari will be the University of Central Missouri main campus banking contact for this RFP and campus banking contractual relationship.

Before her current role, Kari held various roles including branch management, strategy and sales support, relationship management and talent leadership. She holds a Bachelor of Science degree in business management from Iowa State University.

Jeremy Goebel – Vice President, Missouri/Arkansas District Manager

jeremy.goebel@usbank.com | P: 417-625-3250

Jeremy has been with U.S. Bank for 25 years and in his current role as District Manager since 1999. His current responsibilities include 17 locations spanning from Sedalia MO to Ft. Smith, AR with over 85 employees. His passion is developing employees to build long-term relationships with both new and existing Clients. His District has found success in many of their communities serving international students banking needs both on and off campus.

Before becoming District Manager, Jeremy gained experience as a Branch Manager and Investment Advisor.

Kelly Miles – Officer, University of Central Missouri Branch Manager

kelly.miles@usbank.com | P: 660-747-6143

Kelly has dedicated 22 years to U.S. Bank, specializing in branch banking. Over the past 15 years, she has focused on On-Site/Campus banking. She is the current branch manager at the University of Central Missouri, where she has worked for the last decade. Her career includes experience in strategy and sales support, branch management, and developing new hires. Kelly will serve as the day-to-day contact and branch decision maker. Kelly will also be the main point of contact for all events and opportunities to engage with students, faculty, staff, athletics and alumni.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 612-333-3323 Brown & Brown Insurance Services, Inc. 901 Marquette Avenue Suite 1800 Minneapolis, MN 55402 USA	CONTACT NAME: Dawn Heinemann and Melody Kronbach PHONE (A/C, No., Ext): 612-333-3323 FAX (A/C, No): 612-373-7270 E-MAIL ADDRESS: dawn.heinemann@bbrown.com														
INSURED U.S. Bancorp and its Subsidiaries 200 South 6th Street EP-MN-L20I Minneapolis, MN 55402 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: OLD REPUBLIC INS CO</td> <td>24147</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: OLD REPUBLIC INS CO	24147	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: OLD REPUBLIC INS CO	24147														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 751199061** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MWZY31397924	08/01/24	08/01/25	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			MWTB31397724	08/01/24	08/01/25	COMBINED SINGLE LIMIT (Ea accident) \$ 250,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC31397624	08/01/24	08/01/25	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Excess Automobile Liab.			MWZX31398124	08/01/24	08/01/25	LIMIT 4,750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance.

CERTIFICATE HOLDER RFP University of Central Missouri 116 W South Street Warrensburg, MO 64093 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

US BANK NA
PO BOX 3427
OSHKOSH, WI 54903

DATE: 08/08/2024
VALID THROUGH: 11/06/2024

08/08/2024

CERTIFICATE OF NO TAX DUE

MISSOURI TAX IDENTIFICATION NUMBER: 12171603

To Whom it May Concern: The Missouri Department of Revenue certifies the above listed taxpayer has filed all required returns and paid all sales or withholding tax due, including penalties and interest, and does not owe any sales or withholding tax, as of 08/08/2024. This review does not include returns that are not required to be filed as of this date or that have been filed but not yet processed by the Department.

This statement only applies to sales and withholding tax due and is not to be construed as limiting the authority of the Director of Revenue to assess, or pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

TAXATION DIVISION

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

US BANK NA
PO BOX 3427
OSHKOSH, WI 54903

08/08/2024

RE: US BANK NA
MISSOURI TAX IDENTIFICATION NUMBER: 12171603
Notice Number 2048820297

Dear Sir or Madam:

The Missouri Department of Revenue received your request for a Certificate of No Tax Due on the above referenced business.

Enclosed please find the requested certificate.
If you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

TAXATION DIVISION

Enclosure

**UNIVERSITY OF CENTRAL MISSOURI
GENERAL INSURANCE REQUIREMENTS**

- 1.1 The Contractor shall procure and maintain for the duration of the contract issued a policy or policies of insurance for the protection of both the Contractor and the Owner and their respective officers, officials, agents, consultants and employees. The Owner requires certification of insurance coverage from the Contractor prior to execution of a contract and commencing work. Certificate of Insurance (COI) shall list the following information in the Certificate Holder portion of the document:
University of Central Missouri
116 W South Street
Warrensburg, MO 64093
- 1.2 Contractor shall provide and maintain during the life of the contract and until final acceptance of the work, insurance acceptable to the Owner which will afford protection and coverage in accordance with the requirements set forth below.
- 1.3 **Workmen's Compensation Insurance:** Workmen's Compensation Insurance for all employees at the site of the project, and, in case any work is sublet, Contractor shall require any and/or all subcontractor(s) similarly to provide Workmen's Compensation Insurance for all employees unless such employees are covered by the protection afforded by Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not covered under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employer's Liability Insurance. Contractors shall provide coverage under the "Occupational Disease Act" of the State of Missouri, in addition to the above requirements, if the operations of the Contractor or any subcontractor are applicable thereunder. Workmen's Compensation Insurance shall comply in all respects with the requirements of the Statutes of the State of Missouri.
- 1.4 **Public Liability and Property Damage Insurance:** Public Liability and Property Damage Insurance in comprehensive general liability form as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including wrongful death, and from claims for property damage which may arise from the operations under the contract including all trucks and automobiles used, whether owned or not, and whether such operations be by the Contractor or any subcontractor or by anyone directly employed by either of them. The amount of insurance shall not be less than the following:
- A. Public Liability and Property Damage - Bodily injury:

each person	\$300,000
aggregate	\$2,000,000

 - B. Property damage:

each accident	\$2,000,000
aggregate	\$2,000,000

 - C. Automobile Public Liability and Property Damage – Bodily Injury:

each person	\$300,000
aggregate	\$2,000,000

 - D. Property damage:

each accident	\$1,000,000
---------------	-------------
- Such policy or policies shall by proper endorsement cover any liability of Contractor under the indemnification provision of the Contractor General Conditions.

- 1.5 **Insurance Covering Special Hazards:** The Public Liability and Property Damage Insurance policy or policies of the Contractor shall provide coverage for special hazards such as operation of material hoists, blasting or other use of explosives, and damage to underground property.
- 1.6 **Owner's Protective Liability Insurance:** Owner's Protective Liability Insurance for protection of the Owner against the standard hazards, except liability from operation of trucks and automobiles, and with the amount of coverage provided in the Public Liability and Property Damage Insurance of Contractor.
- 1.7 All insurance shall be procured through agencies and be written by insurance companies which are acceptable to and approved by the Owner and shall be obtained and paid for by Contractor.
- 1.8 Prior to bid/RFP close or within ten (10) calendar days after receipt of contract from the UCM Procurement Office, the Contractor shall furnish the Office of Procurement with certificates showing that the Owner is covered by the required insurance and showing the type, amount, class of operations covered, effective dates and dates of expiration of the policies. Failure to submit insurance in a timely manner may result in rejection of bid/RFP.
- 1.9 Upon receipt of any notice of cancellation or alteration, Contractor shall within five (5) days procure other policies of insurance similar in all respects to the policy or policies about to be canceled or altered. Neither the Contractor nor the Contractor's agents shall perform work on the Owner's property without the minimum insurance set forth herein being fully in force. There shall be no time extension granted for the Contractor's failure to maintain required insurance coverage.

ADDITIONAL COVERAGE MAY BE REQUIRED BASED ON SITUATIONS ASSOCIATED WITH PROJECT REQUIREMENTS. VENDOR SHALL SUBMIT ALL INSURANCE AS REQUIRED OR BIDS MAY BE REJECTED.

July 20, 2022

May 9, 2022

GENERAL CONTRACTUAL REQUIREMENTS

1. **CONTRACTUAL PERIOD:**

1.1 The contract period shall be as stated in the Contract Agreement. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period without written approval by both parties in the form of a written amendment executed by all parties.

2. **CONTRACT PRICE:**

2.1 All prices shall be firm, fixed unless otherwise specified in Contract documents. The University shall not pay, nor be liable for, any other additional costs including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3. **APPLICABLE STATE LAWS:**

3.1 The contract shall be construed according to the laws of the State of Missouri.

4. **CONFLICT OF INTEREST:**

4.1 No official or employee of the University or its governing body and no other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed contract.

4.2 The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

5. **MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION:**

5.1 Executive order 05-30 directs the University to strengthen efforts to increase purchases to certified minority and women-owned businesses (MBE/WBE). All state agencies shall continue to make every feasible effort to target the percentage of goods and services procured from certified MBEs and WBEs to 10% and 5%, respectively. The targets may be met using prime contractors, subcontractors, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation. The Contractor shall therefore make a good faith effort to obtain MBE/WBE participation in any subcontracting activities.

May 9, 2022

- 5.2 Businesses wishing to qualify as MBE/WBE must meet the eligibility requirements outlined in 37.020 RSMo. MBE or WBE is defined as a business in which at least 51% of the ownership interest is held by minorities or women and the management and daily business operations are controlled by one or more of the minorities or women who own it. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans or other similar racial groups.
- 5.3 In the event an MBE/WBE subcontractor is unable to satisfactorily perform, the Contractor shall make a good faith effort to replace the subcontractor with another MBE/WBE subcontractor. The Contractor must secure written approval from the Procurement Office prior to the replacement of an MBE/WBE subcontractor. If the Contractor proposes replacement of a MBE/WBE subcontractor with a non-MBE/WBE, the Contractor must provide documentation of any and all efforts made to secure a MBE/WBE replacement. The Procurement Office shall have sole discretion in determining if the actions taken by the Contractor constitute a good faith effort.

6. CONTRACT DOCUMENTS:

- 6.1 The contract between the University and the Contractor shall consist of: (1) the bid solicitation and any addendums, (2) Bid Attachments, (3) documents attached to bid by vendor which are relevant to the contract, and (4) the Contractor's bid response. The University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the bid solicitation or the Contractor's response. In all other matters not affected by the written clarification, if any, the bid solicitation shall govern. The offeror is cautioned that his/her response shall be subject to acceptance without further clarification.
- 6.2 To the extent that a provision of the contract is contrary to the Constitution or laws of this state or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties.

7. AMENDMENTS TO CONTRACT:

- 7.1 No modification of any provision in the contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the Contractor and the University Procurement Office and incorporated in a written amendment to the contract approved by the University prior to the effective date of such modification.

8. ASSIGNMENTS:

- 8.1 The Contractor shall not transfer any interest in the contract, whether by assignment, merger, or otherwise, without the prior written consent of the University Procurement Office.

May 9, 2022

9. COMMUNICATIONS AND NOTICES:

Any written notice to the contractor shall be deemed sufficient sent as an email from a valid University representative or when deposited in the United States mail, postage prepaid, and addressed to the contractor at his/her address as listed on the signature page of the contract or at such address as the contractor may have requested in writing or by other carriers (UPS/Federal Express) when delivered to a carrier office, fee prepaid, and addressed to the contractor at his/her address as listed on the signature page of the contract, and/or hand-carried and presented to an authorized employee of the contractor at his/her address as listed on the signature page of the contract's listed on the signature page of the contract or at such address as the contractor may have requested in writing or by other carriers (UPS/Federal Express) when delivered to a carrier office, fee prepaid, and addressed to the contractor at his/her address as listed on the signature page of the contract, and/or hand-carried and presented to an authorized employee of the contractor at his/her address as listed on the signature page of the contract.

10. INDEMNIFICATION

- 10.1 Each party shall be responsible for damages that result from its wrongful acts or omissions, or each respective party's employees, agents, and/or representatives due to neglect or wrongful acts or omissions occurring during or arising out of the performance of duties and obligations agreed to herein. By so agreeing, the University is not waiving its sovereign immunity as provided by RSMo. Section 537.600, nor is it waiving any of the protection afforded it as a quasi-public body of the State of Missouri. Rather, the University agrees to be responsible hereunder only to the extent that it would otherwise be liable under the provisions of RSMo. Section 537.600.
- 10.2 In the event of legal actions or claims arising out of this contract against the University, its Board of Governors, or its employees or agents, the University shall reserve the right to engage legal counsel and determine whether settlement or defense of litigation is appropriate. This section is not withstanding worker's compensation claims.
- 10.3 If allegations of wrongdoing are alleged against the University, the Board of Governors, or its employees which in fact are solely attributable to the Contractor or were solely the fault of the Contractor, the Contractor will indemnify and reimburse the University for all legal costs and expenses incurred by the University in extricating itself from the legal action or claim.

11. BANKRUPTCY OR INSOLVENCY:

- 11.1 Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the University Procurement Office.
- 11.2 Upon learning of any such actions, the University Procurement Office reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

12. NON-DISCRIMINATION IN EMPLOYMENT:

- 12.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against receipts of services or employees or applicants for employment on the basis

May 9, 2022

of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employees at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- 12.1.1 A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination.
 - 12.1.2 The identification of a person designated to handle affirmative action;
 - 12.1.3 The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline.
 - 12.1.4 The exclusion of discrimination from all collective bargaining agreements; and contracts.
 - 12.1.5 Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- 12.2 If discrimination by a contractor is found to exist, the University shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all offeror's lists until corrective action is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

13. AMERICANS WITH DISABILITIES ACT:

- 13.1 In connection with the furnishing of goods and services under the contract, the Contractor and Contractor's subcontractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

14. LIABILITIES:

- 14.1 The Contractor shall agree that the University shall not be responsible for any liability incurred by the Contractor or the Contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the Contractor, except as otherwise provided in the contract.
- 14.2 The Contractor shall be responsible for any and all injury or damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the Contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save the University, including its employees and assigns from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the University, including its employees and assigns,

May 9, 2022

harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

14.2.1 However, the Contractor shall not be responsible for any injury or damage occurring because of any negligent act or omission committed by the University, including its agencies, employees, and assigns.

15. INSURANCE:

15.1 The Contractor shall understand and agree that the University cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

15.2 The Contractor shall maintain adequate liability insurance to protect the University, its agencies, its clients and the general public against any loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc. Written evidence of the insurance coverage shall be provided by the Contractor to the University. The evidence of insurance shall include, but shall not necessarily be limited to effective dates of coverage, limits of liability, insurers' names, policy numbers, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. In the event the insurance coverage is canceled, the University must be notified immediately.

15.3 Contractor will indemnify the University and Board of Governors and hold them harmless from any and all costs, claims, complaints, or suits arising out of this service, including attorney fees, penalties and judgments.

15.4 Contractor shall comply with General Insurance requirements as listed in the Bid Attachment section of Ebid. Any deviation from these requirements must be designated with bid response. Failure to submit deviations with bid shall result in bidder acceptance of all requirements listed therein. The University reserves the right to refuse any deviations to the UCM insurance requirements.

16. CANCELLATION FOR BREACH:

16.1 The University may cancel the contract at any time for material breach of contractual obligations by providing the contractor with written notice of such cancellation. Prior to issuing such a notice, the University will, if appropriate, provide the contractor with an opportunity to cure the breach within 10 - 30 days after notification. Should the University exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.

17. FUNDING SHORTFALLS:

In the event that funds are not available for any of the remaining years on a contract after year one (1), the University will have the option to terminate the contract with sixty (60) days' notice.

May 9, 2022

18. VENDOR NO TAX DUE CERTIFICATION:

18.1 The State of Missouri requires the University to have a Vendor No Tax Due Certificate on file before the final award letter is provided. The selected vendor for this contract shall be in compliance with the state mandate.

19. PRECEDENCE:

19.1 In the event that a conflict exists between this document and the terms and conditions of any Contractor agreement, contract, proposal, or any other legally binding document, the terms and conditions of this document shall govern.

20. CONTRACTOR'S PERSONNEL/REPRESENTATIVES:

20.1 The Contractor agrees and understands that the University's agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's bid. Therefore, the Contractor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the University. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the University's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The University agrees that an approval of a substitution will not be unreasonably withheld.

20.2 In the event that the University is dissatisfied with an individual provided under this contract, the University shall give written notice to the Contractor of such fact and the reason(s) therefore. If the problem cannot be resolved to the satisfaction of the University, the Contractor shall replace the individual.

21. CONTRACTOR'S WORK ACTIVITIES AND REPORTS:

21.1 The Contractor shall fully coordinate his activities in the performance of the contract with those of the University. As the work of the Contractor progresses, advice, updated progress reports, and information on matters covered by the contract shall be made available by the Contractor to the University throughout the effective period of the contract.

21.2 All reports, documentation, data, and material developed or acquired by the Contractor as a direct requirement specified in the contract shall become the property of the University. The contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential and that no reports, documentation or material prepared, as required by the contract shall be released to the public without the prior written consent of the University.

21.3 Contractor shall be responsible for acquiring all permits needed to complete the scope of work.



UNIVERSITY OF
CENTRAL
MISSOURI
LEARNING TO A GREATER DEGREE

25-002 Addendum 1

U.S. Bank National Association

Supplier Response

Event Information

Number: 25-002 Addendum 1
Title: UCM Branch Banking Services
Type: Request for Proposal
Issue Date: 7/16/2024
Deadline: 8/16/2024 12:00 PM (CT)
Notes: Vendors must read and follow all submission questions in the RFP Documents and Ebid. Only proposals submitted by Ebid will be accepted.

A Preproposal Meeting will be held on Tuesday July 30 at 11am in the Elliott Student Union. Meet in hall at the US Bank location in the Union.

Contact Information

Contact: Mr. Robert Walla Director of Procurement
Address: Procurement
SouthEast Bldg B
Suite 118
415 E Clark Street
Bldg B Suite 118
Warrensburg, MO 64093
Phone: (660) 5434523
Email: walla@ucmo.edu

U.S. Bank National Association Information

Contact: Kari Martindale
Address: 425 Walnut Street
Cincinnati, OH 54202
Phone: (515) 233-7001
Email: corp realestate@usbank.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Kari Martindale

Signature

Submitted at 8/15/2024 11:12:59 AM (CT)

kari.martindale@usbank.com

Email

Requested Attachments

Vendor No Tax Due Document

U.S. Bank Missouri No Tax Due Certificate.pdf

Vendor shall provide a State of Missouri No Tax Due document with the RFP response.

Written RFP Response

U.S. Bank Full Service Bank Branch RFP Response 2024.pdf

Vendor shall attach the RFP written response. DO NOT attach any information with Benefit or Lease Proposal in this section.

Insurance Certificate

U.S. Bank Certificate of Insurance.pdf

Vendors shall attach an insurance COI in the Response Attachment section of Ebid which meets the requirements as shown in the Insurance Requirements document.

Response Attachments

Exhibit 2 - U.S. Bank-UCM Marketing & Affinity Card Agreement.pdf

Sample U.S. Bank-UCM Marketing & Affinity Card Agreement

Exhibit 1 - U.S. Bank-UCM On-Site Branch License Agreement.pdf

Sample U.S. Bank-UCM On-Site Branch License Agreement

U.S. Bank Benefit-Lease Proposal 2024.pdf

U.S. Bank Benefit-Lease Proposal 2024

U.S. Bank Benefit-Lease Proposal Supplemental Attachment 2024.pdf

U.S. Bank Benefit-Lease Proposal Supplemental Attachment 2024

Bid Attributes

1 Agreement to Addendum 1

Addenda are instruments issued by the UCM Procurement Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification, or correction. Vendor must include the information referenced in this addendum and acknowledge receipt in this Attribute at time of bid submission.

1. Exterior signage refers to the actual Student Union Building. The bank name may be displayed on the signage which is constructed in the Union Lawn.
2. The word "Tab" in how the proposal is assembled refers to each Section as listed in the RFP Document.
3. The Revenue payment shall be paid by the awarded vendor by June 15, 2025.
4. The Contract Period listed in section VI of the RFP document should indicate a completion date of June 1, 2030.
5. A rough drawing of the space in the area is attached to the Bid Attachment section of Ebid. All furniture and equipment not belonging to UCM shall be removed by the current Contractor by June 15, 2024.

All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Bob Walla
Procurement Director

Acknowledge and Accept

2 Non-Discrimination / Affirmative Action - Required Response

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status.

If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the University of Central Missouri shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all bidder's lists issued by the Procurement and Materials Management Office until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

Does your company employ at least 50 persons? YES or NO _____

If YES: Type your name in this space as verification that your company is in compliance with these terms:

Failure to type a name in this space if applicable may result in immediate disqualification of the bid submitted.

Yes. Kari J. Martindale

3 General Contractual Requirements

I acknowledge that I have read, understand and agree to the general contractual requirements.

Agree

4 Certificate of Insurance

Please include a current certificate of insurance with your submission.

Agree

5 Vendor Registration

All new Vendors will be required to register in the UCM Supplier Management system if awarded a contract.

Have you done business with UCM in the last 3 years? YES or NO

If NO - A link will be sent to you at time of award to register in the system and provide a W9.

NOTE: Failure to complete the registration process within 2 business days of notification may result in the removal of award.

Yes

6 RFP Submittal
Our company has completed all documents as requested and attached them to the Response Attachment sections of Ebid as instructed.
<input checked="" type="checkbox"/> Acknowledge and Accept

Bid Lines

1	UCM Branch Banking Services - Enter a zero "0" in this response box.		
Quantity: <u> 1 </u>	UOM: <u> EA </u>	Price: <input type="text" value="\$1.00"/>	Total: <input type="text" value="\$1.00"/>

Response Total: \$1.00

**University of Central Missouri
OPERATION AND MANAGEMENT OF A FULL SERVICE BANK BRANCH
RFP 25-002**

Issue Date: July 16, 2024

**Closing Date and Time:
August 16, 2024 at 12:00 p.m. (CT)**

University of Central Missouri Procurement Department
Robert Walla
Procurement Director
415 E. Clark Street, Building B, Suite 118
Warrensburg, MO. 64093
walla@ucmo.edu
660-543-4523

PROJECT OVERVIEW:

The University of Central Missouri is seeking the most qualified firm for Leasing and Managing a Full-Service Banking Branch Facility at the UCM Elliott Student Union. The objective is to ensure quality and convenient financial services for UCM and the campus community which will meet parent, student, faculty and staff needs.

In addition to managing a branch on the university campus, UCM is seeking a partner to offer the following services: personal banking services, personal banking seminars for the campus community, and banking internships or part-time employment opportunities for UCM students.

The current Contractor's contract expires May 15, 2025. The company will have all FFE removed from the site by June 15, 2025. The new Contractor will set up temporary services in the Union in a designated area beginning on June 1, 2025.

The Elliott Student Union (opened in 1962) serves as the hub of campus, with (4) retail dining establishments, meeting rooms, a bowling center and (8) campus partner offices. The local branch provides for approximately 980 square feet and is located on the main floor of the ESU. This location provides a visible presence next to the south entrance and offers a generous amount of foot traffic as a main walk through.

Elliott Student Union Hours of Operation:

Monday - Friday 7am - 11 pm
Saturday 8am- 11 pm
Sunday 11 am - 11 pm

Elliott Student Union Summer Hours:

Monday - Friday 7am - 8pm
Saturday 8am - 8pm
Sunday CLOSED

The minimum recommended hours for the banking facility are:

Monday - Friday 9am- 5pm (summer hours may shorten)

The Owner will select the most qualified vendor for the products and services based on the evaluation criteria outlined herein which will accomplish the objectives of the service while incorporating innovative and cost-effective methods.

The RFP process is designed to be a competitive negotiation platform, where monetary value is not the sole determinative factor. The Owner has the flexibility to negotiate with a select Proposer to arrive at a mutually agreeable relationship.

The Owner reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers, such as shall best serve the requirements and interests of the Owner.

THE INFORMATION IN SECTIONS I, II, III, and IV ARE THE REQUIREMENTS FOR THIS RFP AND THE BASIS FOR THE SUBMITTALS TO BE PROVIDED BY ALL VENDORS ACCORDING TO THE DESCRIPTION IN SECTION V.

I. EXPERIENCE, QUALIFICATIONS, and PAST PERFORMANCE

*Proposers are to review this section, prepare and submit information for "Experience, Qualifications and Past Performance" within **Tab 1** of the Proposal response as referenced in Section VI below.*

The Owner is seeking a vendor with the following minimum qualifications to be deemed responsible and eligible for evaluation. If your company does not meet and/or exceed ALL of the essential qualifications listed, your company is advised to not proceed with preparing and submitting an RFP response to this solicitation.

1. Must have a minimum of Ten (10) years of experience in providing branch banking services and products, preferably on a University campus.
2. Proposer has the staff and capability to perform the primary functions of this service
3. Vendor shall identify a primary contact person for all services and explain the qualifications for assurances the person is adequately qualified to act in this capacity.

II. TECHNICAL COMPETENCE

*Proposers are to review this section, prepare and submit information for "Technical Competence" within **Tab 2** of the Proposal response as referenced in Section VI below.*

1. SCOPE OF WORK

To award a contract to the most qualified Vendor who will provide UCM with a full-service bank branch in the Elliott Student Union.

2. PROJECT REQUIREMENTS

Physical Facilities

The banking facility shall consist of an inside customer service area. Space will also be provided in or near the banking facility for an ATM. At the termination or expiration of the contract, all fixtures attached to the building shall become the property of the University. This does not include the ATM.

The University will provide electricity, gas, heat, air conditioning, trash services and general custodial services. However, the university cannot guarantee an uninterrupted supply of these utilities. The University shall be diligent in restoring service following an interruption or failure of any such utility services.

The Contractor will provide its own telephone lines, Ethernet lines, service and custodial support needed in addition to what the University provides.

Contractor acknowledges that satisfactory public relations with University faculty, staff, students and visitors are an important part of its service, and it shall instruct its personnel in appropriate standards for appearance and the proper handling of customer requests and complaints.

Contractor, at the termination of the lease whether at the expiration of the original or any successive annual term or upon forfeiture, shall surrender peaceful possession of said premises in as good condition as the same were received, usual wear and tear and providential destruction accepted.

Contractor shall provide all necessary equipment for the operation of its banking services. At the termination of the lease, this equipment will remain the property of the Contractor who will be responsible for removing said equipment from the space without material damage to the premises.

Maintenance

The successful bidder shall be responsible for the maintenance of the ATM and the equipment and furnishings of the facility. Contractor shall promptly repair or replace inoperable ATM to ensure continuity of service; standard response time for a service call shall be four (4) hours. The premises, equipment and facilities shall be maintained throughout the life of this contract in a condition satisfactory to the University. (Changes to flooring, walls, structure of facility must be approved by the University). The University will be responsible for the maintenance of the building.

Cash Exposure Liability

The successful bidder shall assume all liability for cash exposure.

Building Access

Authorization for building access will be coordinated through the ESU Director and University Public Safety personnel and will be granted to staff for after-hour servicing.

Parking

Provisions for parking must be handled through the campus Public Safety office. UCM will not reimburse for parking expenses.

Automated Teller Machine (ATM) at the bank facility

The ATM shall have the following:

- 1.Silent alarm system capable of alerting campus police or security service
- 2.Concealed surveillance camera and related equipment is preferred
- 3Automatic dialer to alert bank staff in case of malfunction
- 4.Ethernet connectivity

The ATM shall have the ability to utilize a shared ATM switching system. The successful bidder shall be a member of Cirrus, Bankmate, Plus or other nationwide system to allow access by cards issued by other banks that are members of those networks.

The ATM shall allow for withdrawals of cash, deposits, transfer of funds between accounts, loan payments and balance inquiry.

Detailed Information and Requirements

Contractor shall be responsible for the payment of all applicable taxes levied in connection with the operation of its banking service business, including, but not limited to, sales tax, personal property tax, etc.

Contractor agrees that its advertising shall not indicate in any way a connection to the University either expressed or implied, as to the University's promotion or endorsement of Contractor's operation without prior written approval from the University.

All interior advertising and signs shall be consistent with the image of a public institution of higher education and consistent with existing University signage and must be approved in advance by the University and paid for by the Contractor. Exterior signage is not allowed.

Uniforms of Contractor's employees shall not infer said employee is an employee of the University.

Must operate as a full-service branch staffed with professional tellers, bankers, and a manager. Financial products shall include traveler's checks, money orders, cashier's checks and foreign drafts for personal needs only. Additionally, the branch should handle all aspects of loan applications, decision making and servicing.

Must offer checking and savings accounts for those wishing to open accounts. (Must be able to open accounts for International students without a social security number.)

Must have other branch locations within 50 miles of Warrensburg, Missouri.

Offer and provide financial literacy (how to bank in the United States) to International students.

Comply with the Department of Education's Tier 2 requirements.

Contractor shall provide evidence of a strong credit rating for their banking firm.

Contractor shall provide information on internship or part time employment opportunities for UCM students.

Contractor shall have the ability to offer Electronic Funds Transfer both domestically and internationally.

Provide free or discounted services for UCM students and employees and provide free accounts to Recognized Student Organizations.

Provide Financial Education and training programs for UCM students, staff, and faculty regarding their personal finances.

Offer training seminars at no cost for University Employees on customer service, procedures, operations, fraud training or other new technologies that may benefit the attendees.

Contractor may provide support to student entrepreneurial programs.

III. CAPACITY AND CAPABILITY

Proposers are to review this section, prepare and submit information for "Capacity and Capability" within Tab 3 of the Proposal response as referenced in Section VI below.

1. PROJECT TRANSITION SCHEDULE

Proposers shall provide a detailed transition plan from the University's current Contractor (if applicable). Vendor shall have the capability of meeting the proposed transition schedule established by UCM and the vendor in the final contract.

The projected contract execution date is November 30, 2024. The current contract with US Bank expires on May 15, 2025. US Bank has until June 15, 2025 to vacate the facility. Actual banking services for the awarded Vendor would begin on June 1, 2025 in a space in the Union to be designated by Union staff. A June 1, 2025 start date is required in order for new students to sign up for accounts. New Vendor will take over bank space on June 16, 2025 with all functions and services being operable in that space by July 15, 2025.

IV. BENEFIT/LEASE PROPOSAL

*Proposers are to review this section, prepare and submit a "Benefit/Lease Proposal" in a **SEPARATE PDF FILE FROM THE WRITTEN PROPOSAL** and attach to the Response Attachment section of the Ebid response.*

Lease of Space: Contractor shall pay a minimum of \$18,000 annually or \$1,500 per month for the rental of the space within the Elliott Student Union. The annual rent will increase annually thereafter at a rate of 3%. Annual rent may not increase if the number of students at UCM falls below 8,000.

The amount offered for lease space will be evaluated and scored to determine an award.

Investment Opportunities: UCM requests an annual sponsorship stipend of at least \$100,000.00 per year as part of the awarded contract. This stipend will include exclusive rights to provision of an affinity debit card bearing the University's "Licensed Marks" and exclusive access at UCM promotional events such as Student Orientation and other Elliott Student Union events and activities.

The amount offered for the sponsorship stipend will be evaluated and scored to determine an award.

DO NOT INCLUDE ANY LEASE/BENEFIT DETAILS IN THE WRITTEN PROPOSAL.

Lease/Benefit is evaluated independently from all other submittals. Proposers are to review the **ATTACHMENT 1 – BENEFIT/LEASE PROPOSAL** document found in Ebid for specific completion instructions.

Benefit/Lease proposals are to include all necessary financial information to result in the "Total Benefit/Lease that will achieve full functionality and/or completeness of the project, even if all items are not listed within the form provided.

PROPOSERS MUST SUBMIT THE BENEFIT/LEASE PROPOSAL PAGE WITH THE AMOUNTS COMPLETED AS REQUESTED. Additional documentation may be provided if necessary and attached to the Benefit/Lease Proposal form.

V. EVALUATION AND SUBMITTAL INFORMATION

1. SELECTION AND EVALUATION FACTORS:

Proposals that do not meet the minimum requirements as set forth in this RFP and related Ebid attachments may be deemed non-responsive and may not be evaluated by the Selection Committee.

- 1.1. Proposals deemed to meet the requirements shall be evaluated by a Selection Committee and will be scored for each of the following areas to determine the selection of the vendors for award:
 - 1.1.1. Experience, Qualifications, Past Performance (Tab 1) (200 points)
 - 1.1.2. Technical Competence (Tab 2) (200 points)
 - 1.1.3. Capacity and Capability - Project Schedule (Tab 3) (100 points)
 - 1.1.4. Benefit/Lease Proposal (**Separate PDF File**) (450 points)
 - 1.1.5. Quality of Proposal (50 Points)
 - 1.1.6. Interviews – If requested (Points TBD)
- 1.2. The selection criteria is listed directly above and shall be the basis determination of the vendors to be short-listed for personal interview (if requested) and award.

- 1.3. The scores from the Written Proposal Evaluation and Cost/Benefit Proposal may be used for an award to the most qualified vendor. UCM reserves the right to interview a select number of vendors if applicable. If interviews are held, interview scores shall be added to the Written Proposal Evaluation total for a cumulative total and final ranking of the most qualified vendor.

2. PROPOSAL SUBMISSION AND FORMAT:

The following information being requested in each category below will be used as the primary basis in the determination of the vendor's ranking.

1. **INTRODUCTION** - Include the following documents within the Proposal Response - (Place these documents between the **Front Cover and Tab 1** of the Proposal).
 - 1.1. Letter of Interest;
 - 1.2. A summary of the following information about your company:
 - 1.2.1. Company name, address email, and telephone number;
 - 1.2.2. Years established and former names of your company;
 - 1.2.3. Types of services your company is particularly qualified to perform;
 - 1.2.4. Average number of staff employed.
 - 1.3. All deviations, modifications, additional or other changes, including but not limited to, the RFP document, Insurance Requirements, Ebid attachments (i.e. sample "Contract Agreement") and Addendums, shall be declared on company letterhead with reference to the affected document(s) and section(s). Any such deviations, modifications placed elsewhere and not described in this section shall be null and void. Further, deviations may result in the Proposer's submission being deemed as non-responsive. Any and all software license agreements or other documents proposed shall be provided as well. UCM documents shall take precedence over Vendor documents in the event of conflict of terms.

<PLACE BLANK SHEET HERE IN PROPOSAL

2. **EXPERIENCE, QUALIFICATIONS, and PAST PERFORMANCE – (Tab 1 of Proposal Response)**

The proposal submission for these qualifications shall include each of the items listed below – See information regarding these categories in Section I.

 - 2.1. **Summary of Vendors Experience and Past Performance:**

The proposer shall provide a summary matrix listing accounts similar to the work described herein based on size, scope, and complexity. The Owners requests three (3) narrative project descriptions to be submitted. The Selection Committee may use information from the organized summary of experience to perform any necessary reference checks. The Owner reserves the right to request additional information and/or clarification to assist in making assessments in either capacity. The Proposer shall address each of the following:

 - 2.1.1. Provide detailed narrative descriptions to highlight the similarities between UCM services and the proposer's past performance/experience with branch banking facilities. These descriptions shall include:
 - 2.1.1.1. The Branch Location
 - 2.1.1.2. The number of employees at branch
 - 2.1.1.3. Average number of customers served each year
 - 2.1.1.4. The total number of branches nationwide
 - 2.1.1.5. Any smaller branches similar to UCM facility size and scope
 - 2.1.1.6. Branch banks at other universities

2.2. Summary of Project/Staff Management Approach and Subcontractors

- 2.2.1. The vendor shall provide information to substantiate that they have sufficient professional staff to meet the needs of the Owner.
- 2.2.2. The Proposer shall provide resumes for all key personnel proposed to work on the project. The Owners will consider the resumes as a key indicator of the Proposer's understanding of the skill mixes required to carry out the requirements of the project in addition to assessing the experience of specific individuals. Resumes should not be longer than one (1) single-sided page. Resumes should include, at a minimum, individual's name, experience, and length of service with the company, academic background and degrees, professional certifications.
- 2.2.3. Any changes in proposed personnel once a contract has been issued shall only be implemented after written approval from the Owners.
- 2.2.4. Respective resumes for all key personnel to be used may be placed in the **Appendix – (Tab 5 of the Proposal Response)**. Resumes are not part of the total page count.

<PLACE BLANK SHEET HERE IN PROPOSAL>

3. TECHNICAL COMPETENCE – (Tab 2 of the Proposal Response)

The proposal submission for these qualifications shall include each of the items listed below – See information regarding these categories in Section II.

- 3.1. Understanding of the scope of work
- 3.2. ATM Placement and Functionality
- 3.3. Detailed Information and Requirements (Provide details on compliance of each bullet point)

<PLACE BLANK SHEET HERE IN PROPOSAL>

4. CAPACITY AND CAPABILITY – PROJECT SCHEDULE (Tab 3 of the Proposal Response)

The proposal submission for these qualifications shall include each of the items listed below – See information regarding these categories in Section III.

- 4.1. Transition Schedule

<PLACE BLANK SHEET HERE IN PROPOSAL>

5. APPENDIX – (Last Section of Proposal Response)

- 5.1. Resumes to be submitted for qualifications of proposed key staff (Resumes are not counted in the total page count)

6. BENEFIT/LEASE PROPOSAL – (SEPARATE PDF FILE FROM THE WRITTEN PROPOSAL)

The proposal submission for these qualifications shall include the item listed below – See information regarding these categories in Section V.

Proposers shall prepare and submit a "Benefit/Lease Proposal" in a **SEPARATE PDF FILE FROM THE WRITTEN PROPOSAL** and attach to **the OPTIONAL Response Attachment** section of the Ebid response.

DO NOT INCLUDE ANY BENEFIT/LEASE DETAILS IN THE WRITTEN PROPOSAL.

VI. RFP SUBMITTAL AND CONTRACT INFORMATION

1. RFP DOCUMENTS

Proposers are to promptly notify the Procurement Office via email, prior to the close of the RFP, of any ambiguity, inconsistency or error discovered upon examination of the RFP documents, including, but not limited to the information outlined herein and any information provided in Ebid.

2. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS

Campus Card Program Summary 2022-2023 Award Year – See Bid Attachment Section

3. CONTRACT PERIOD

The contract shall be based on the transition schedule beginning at or near November 30, 2024 for a period of five (5) years and six (6) months (June 1, 2029) with an option for a two (2) year renewal based on the proposal submitted and approved by UCM and the Vendor.

UCM reserves the right to abandon or terminate any contract at any time for convenience with a 30 day written notice, and either re-advertise services or utilize other sources. UCM may terminate services for cause if Vendor fails to perform as required. Vendor may be given a time period to cure performance issues unless immediate termination is necessary.

UCM also reserves the right to receive similar services in the future with the selected Contractor or select another Contractor. Additional services shall not be completed without a written amendment executed by both parties prior to performance of work.

4. PROJECT TIMELINE:

The tentative RFP schedule is listed directly below and is subject to change:

ACTIVITY ITEM	DATE (TIME IF APPLICABLE)
Request for Proposal Issued	July 16, 2024
Pre-Proposal Meeting (Elliott Student Union Info Desk)	July 30 - 11:00am
Clarification/Question Deadline	August 9, 2024
Proposal Submittal Deadline	August 16, 2024 12:00 PM CST
Evaluation period	8/20-8/27
Short-list or Award Notification (If Applicable)	8/27
Interviews (If Applicable)	Week of 9/9 TBD
Award Notification w/ Interviews	9/13
Contract Negotiations and Base Fee Schedule	9/13 – 9/27
Projected Notice to Proceed – Contract Execution (Transition Implementation)	11/30/2024

5. PROPOSAL SUBMISSION INFORMATION AND INSTRUCTIONS:

The RFP response shall conform to all instructions, conditions and requirements outlined in the RFP and related documents. Prospective proposers shall carefully examine all documents, attachments and requirements associated with this RFP and be responsive to each requirement in the format prescribed. Proposals that do not conform may be deemed non-responsive.

IMPORTANT: Proposal must be submitted via an electronic Ebid response no later than **12:00 Noon on August 16, 2024** or if extended, then shall be no later than the closing date and time listed in Ebid. **No exceptions to this deadline will be given. The Owner is not requesting hard copies or USB Flash Drives for this response. The Written Proposal and Cost/Benefit Proposal must both be attached to the Response Attachment section of the Ebid response as indicate.**

Proposer must be registered on the UCM Ebid site to respond to the above RFP.

- 4.1. To register, go to the following link: <https://www.ucmo.edu/offices/procurement-and-materials-management/ucm-ebidding/index.php>
- 4.2. Click on the "Supplier Registration" and follow the instructions to complete the registration. (See Supplier Registration Guide for additional information)
- 4.3. Submit registration
- 4.4. Following submittal you will be notified via email when your registration has been approved.

WRITTEN PROPOSAL SUBMITTAL

Proposer shall attach one (1) proposal to the response attachment section of the Ebid response in a PDF File format. The title of the Front Cover of the Request for Proposal (RFP) response shall be clearly marked with the following information "**RFP 25-002 UCM Branch Banking Services.**

Contents shall be placed in separate tabs, properly organized in order by category as listed with each individual tab having a blank divider page and properly labeled as indicated for each tab. Do not submit and attach separate PDFs for each category/tab. This shall be one PDF with all sections formatted as required. **Proposals contents shall be limited to a total of thirty-five (35) single-sided pages.** Page count limit excludes the Front Cover, company bio, divider pages, and resumes in the appendices. Respondents ~~may~~ not include additional information in the appendix section. Minimum 10pt Arial or Calibri font style and size, 8 ½ x 11 paper, single-spaced.

Proposers submitting a proposal which exceeds the maximum number of pages as indicated shall be rejected.

All information deemed proprietary/confidential shall also be submitted electronically in a pdf file format by the same deadline in a **separate attachment in the Response Attachment section of Ebid** and must be clearly identified as "**Proprietary/Confidential Information**" labeled with the same RFP number and title. Proprietary/confidential information not attached separately and/or properly marked will not be deemed as such.

NOTE: The entire proposal may **not** be marked Proprietary/Confidential. **There shall be no additional pages added to page count for items that are marked Proprietary/Confidential. Indicate which section of the RFP the proprietary information is relevant to.**

BENEFIT/LEASE PROPOSAL – (SEPARATE PDF FILE FROM THE WRITTEN PROPOSAL)

Proposers must complete and attach one (1) BENEFIT/LEASE PROPOSAL in the **OPTIONAL Response Attachment** section of the Ebid response in a PDF file format. It shall represent **all** income and expenses that would be incurred by the Owner for the products and services responsive to the RFP requirements. Any necessary and/or requested detailed pricing/income information may be noted on a separate sheet written on company letterhead and included in the Benefit/Lease Proposal file.

Proposers must also complete the Attributes and Line Item sections of Ebid as a part of their RFP response. Failure to submit the RFP response via Ebid and/or submit as requested may result in the rejection of the proposal.

5. RFP CLARIFICATION AND ADDENDA

Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Procurement Office to the attention of the contact name listed below at least seven (7) calendar days prior to Proposal Submittal Deadline listed in Ebid.

All inquiries regarding these specifications or other proposal documents shall be submitted in writing, via email, to the contact name listed below at the UCM Procurement office:

Name: Robert Walla
Department: UCM Procurement
Email: walla@ucmo.edu

These inquiries and/or responses shall be distributed to prospective proposers electronically as an addendum via the Ebid system.

All inquiries regarding the submission of the proposal through Ebid or providing written instructions of the submittals may be made via email or phone (660)543-4523.

Oral interpretations/changes to the RFP and related documents made in any other manner than written form, will not be binding on the Owner; Proposers shall not rely upon emails or oral interpretations.

No addendum will be issued less than two (2) calendar days prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

6. INTERVIEWS

The Owner may conduct interviews/presentations after the ranking of the "Written Evaluation". Interviews are not required to determine the awarded company.

If interviews are conducted, all vendors may not be granted an opportunity to interview; the Owner reserves the right, in its discretion, to give interviews. The scores from the interviews will be added to the scores from the written evaluation and Lease/Benefit proposal. If interviews are to be conducted:

- 6.1. The Owner will contact those short-listed vendors to schedule interviews via email.
- 6.2. Interviews will be based on subject matter provided by the Owner in advance of the interviews.
- 6.3. Interviews will be capped at set amount of time with a presentation and Q&A from the Selection Committee.

7. STAFF QUALIFICATIONS

The vendor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the vendor and shall be fully qualified to perform the work required.

Failure to provide qualified staffing at the level required by the awarded contract may result in termination of the contract or damages.

8. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

All data, reports, and forms developed or accumulated under the contract resulting from this solicitation shall be owned by UCM. The vendor may not release any materials without the written approval of the University of Central Missouri.

9. PROHIBITION AGAINST ADVANCE PAYMENT

Owner will not pay for services in advance of receipt and approval of such product or service throughout the term of the contract unless specifically listed in the final contract document.

11. INSURANCE AND SECURITY BREACH

The awarded Contractor must have cyber coverage of at least \$2,000,000.00 in addition to all other insurance listed in the UCM General Insurance Requirements and any Federal or State Banking requirements. Contractor will be responsible for any and all claims or damage associated with a cyber security breach. All students and others doing business with the Contractor at this branch shall be immediately made aware of a breach of personal information and be totally reimbursed for any and all lost assets or damages due to such cyber breach/s.

- 12. Applicable Digital Accessibility Laws and Regulations:** The University affords equal opportunity to individuals with disabilities in its employment, services, programs and activities in accordance with federal and state laws, including Section 508 of the Rehabilitation Act, 36 C.F.R., Pt. 1194. This includes effective communication and access to electronic and information communication technology resources, and the University expects that all products will, to the greatest extent possible, provide equivalent ease of use for individuals with disabilities as for non-disabled individuals.

VENDOR MUST OPEN, READ AND AGREE TO THE TERMS OF ALL OF THE DOCUMENTS IN THE BID ATTACHMENT SECTION OF EBID. THESE DOCUMENTS SHALL BE INCORPORATED INTO THE FINAL CONTRACT DOCUMENT UNLESS NEGOTIATED CHANGES ARE MADE FOLLOWING AWARD.