



Office of Procurement

780 Regent Street, Room 145
Madison, Wisconsin 53715
(608) 263-4584
(608) 262-8589 Fax

website: <http://www.uwsa.edu/proc>

August 3, 2010

Whitney R. Bright
VP, Campus Banking
U.S. Bank
100 Ungerboeck Park
O'Fallon, MO 63368

Re: Request for Bids No JS-10-2486 for Campus Card and ATM Services for the
University of Wisconsin – Eau Claire

Dear Ms. Bright:

The attached Contract No. UC-10-2486 is your formal notification of award of the
contract to supply Campus Card and ATM Services for the University of Wisconsin – Eau
Claire.

If you have any questions or problems related to this contract which cannot be solved at
the campus level, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jacqueline Sommers Smith', written over a horizontal line.

Jacqueline Sommers Smith
Procurement Specialist - Senior
UWSA – Office of Procurement

Enclosure

State of Wisconsin
University of Wisconsin
System Administration
Office of Procurement
780 Regent Street
Madison, Wisconsin 53715

CONTRACT NO. UC-10-2486

COMMODITY CODE: 94622, 94625, 94635

DATE: August 3, 2010

SERVICE: Bank Card ID and ATM SERVICES for the University of Wisconsin – Eau Claire

CONTRACT TERM: July 1, 2010 through June 30, 2015

REFERENCE: Per the attached Specifications, vendor's response to Request for Bid (RFB) # JS-10-2486 and Addendum 1 dated May 20, 2010; U.S. Bank's Response to Questions dated June 15, 2010

VENDOR: U.S. Bank
100 Ungerboeck Park
O'Fallon, MO 63368

FEIN NO.: 31-0841368

REVENUE AND GUARANTEES: Per RFB Sections 3, 8 and 9 Bid Submittal Form and Bidder Response

COMMISSION/PAYMENTS: Commission payments based on the actual participation rate on each contract anniversary date and payable to the University within 30 calendar days. Refer to page 15 of original request for bid. At a minimum the annual participation payment shall be \$75,000; reference page 17 of US Bank bid dated 6/3/2010.

PERFORMANCE BOND: Currently on file at UW System Purchasing in the amount of \$8,000 and to be maintained in force by the contractor for the life of the contract.

INSURANCE CERTIFICATE: To be maintained on file with UW System Office of Procurement at 780 Regent Street, Madison, Wisconsin 53715, in the amounts specified in RFP Section 3.9.

SPECIAL INSTRUCTIONS: Additional Contractor financial commitment as follows:

1. US Bank will pay a retention bonus of \$40,000 within 60 days of the date of contract.
2. US Bank will provide \$18,000 annually toward marketing/advertising; refer to section 3.5 on page 10 of the original request for bid.

CONTRACT ESTIMATED TERMINATION DATE: June 30, 2015

CONTRACT DISTRIBUTION: Malinda Hebert
Candy Wilson
Steve Slind

For further information contact: Jacqueline Sommers Smith
UW System Office of Procurement
Telephone: 608-265-0557

UW-P-101 (Rev. 1/98)
UNIVERSITY OF WISCONSIN
SYSTEM ADMINISTRATION
OFFICE OF PROCUREMENT
780 REGENT STREET
MADISON, WI 53715

CONTRACT NO. UC-10-2486

C O N T R A C T

COMMODITY OR SERVICE: Campus Card ID & ATM Services for the University of Wisconsin – Eau Claire

PERIOD OF CONTRACT: July 1, 2010 through June 30, 2015

This contract is entered into by and between the State of Wisconsin, University of Wisconsin - System dba University of Wisconsin – Eau Claire, and U.S. Bank.

Whereby University of Wisconsin - System Office of Procurement agrees to direct the purchase and the Contractor agrees to supply such requirements of the commodity or service cited above in accordance with the terms and conditions of Request for Bid No. JS-10-2486 and in accordance with Contractor's bid response dated June 3, 2010 and associated June 2010 correspondence which are hereby made a part of this contract.

Contracts estimated to be twenty five thousand dollars (\$25,000) or more require the submission of a written affirmative action plan. Contractors with an annual workforce of less than ten employees are excluded from this requirement.

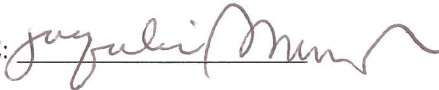
Within fifteen (15) days after the award of the contract, the plans shall be submitted to the University of Wisconsin System Administration, Office of Procurement, 780 Regent Street, Madison, WI 53715. Contractors and bidders are encouraged to contact this office for technical assistance on Equal Opportunity.

TO BE COMPLETED BY CONTRACTOR:

FOR: STATE OF WISCONSIN
UNIVERSITY OF WISCONSIN SYSTEM

FIRM NAME U.S. Bank
100 Ungerboeck Park
O'Fallon, MO 63368
FIRM ADDRESS

BY: Jacqueline Sommers Smith

SIGNATURE: 

TITLE: Procurement Specialist - Senior

DATE: 8.3.10

PHONE: 608-265-0557

BY: WHITNEY R. BRIGHT

SIGNATURE: 

TITLE: VP, Campus Banking

DATE: 7/9/10

PHONE: 636-300-5653

FEIN: 31-0841368

RECEIVED

2010 JUL 28 P 4:10

ADMINISTRATIVE SERVICES

STATE OF WISCONSIN
UNIVERSITY OF WISCONSIN SYSTEM
OFFICE OF PROCUREMENT
780 REGENT STREET
MADISON, WI 53715

A D D E N D U M # 1

REQUEST FOR BID NO. JS-10-2486
DUE DATE: June 3, 2010
PRESENT DATE: May 20, 2010

COMMODITY OR SERVICE: Campus Card and ATM Services for the University of Wisconsin
– Eau Claire

REVISIONS

1. Page 12, Section 3.7 ATM Requirements, 3rd Paragraph

The following paragraph supersedes and replaces paragraph 3 in original Bid: "The Contractor must provide limited service ATM at Hilltop Location 1 and full service ATM service at Davies Center Location 2.

QUESTIONS & ANSWERS

Sections 2.7.3 & 5.2

Q1. Please provide information on why the financial considerations will be reviewed on a one year contract period when the contract term highlighted within the RFB is 5 years.

A1. The issuing agency determines the method it will use for reviewing bids. In this bid, we have chosen to review a one year term amount given the fact that this is a bid and there's not a guarantee of the five year term given the bid out clause.

Q2. If the preferred method of compensation for the program is measured on market participation points and there is historical evidence of growth rates, why will projected revenues not be considered in the evaluation? Providing projected revenues to the University provides a more accurate picture of the total revenue the University can expect to receive throughout the life of the contract.

A2. UWSA does not assume that the growth rates will continue at the same rate. In order to be able to review all bids in a like manner, we will look at guaranteed dollars only.

Section 3.1

Q3. The current Blugold card does have the current contractor's bank logo and is capable of being activated as an ATM and PIN-Based debit card and some students have selected that option in lieu of a Visa-branded card. Does UWEC wish to continue that current Blugold card offering with the new contract?

A3. The BluGold card functionality will not change as a result of a new contract.

Section 5.2

Q4. As indicated in above section, bidders are to use the Bid Submittal Form for costs and revenue and additionally provide supporting narrative. Should all financial information be submitted independently from the technical proposal?

A4. No, as this is an RFB and not an RFP, the entire bid packet is to be submitted to UWSA.

Section 9.0

Q5 Re: the "Direct Costs" list within the "Other Costs/Revenue" section. If the current provider of these services is awarded the new contract, will a re-carding event be required? If not, will the current contractor be penalized in the evaluation of the financial section because they will not need to provide re-carding expenses which would potentially add to the "Total Net Revenue" calculation?

A5. Any recarding costs will be the responsibility of the contractor and therefore not be considered as revenue to the University.

2. All other items in RFB remain unchanged.

The below addenda have been received and considered in preparation of this RFB. Please complete the acknowledgment by signing and inserting the date of the addenda.

We acknowledge: addendum #1 _____ date _____

We acknowledge: addendum #2 _____ date _____

SIGNED _____ TITLE _____

FIRM _____

ADDRESS _____

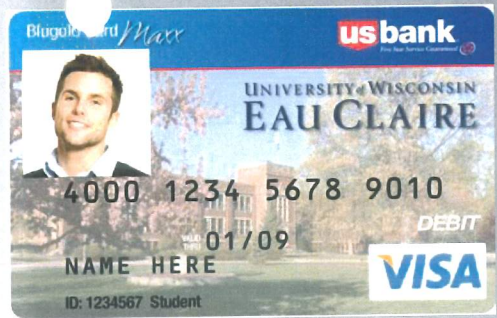
CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX _____

E-mail _____

FEIN _____

DATE _____



ORIGINAL

Campus Card & Automated Teller Machine Service (ATM)

All of **us** serving you™

JS-10-2486

Submitted by U.S. Bank
June 3, 2010

usbank®

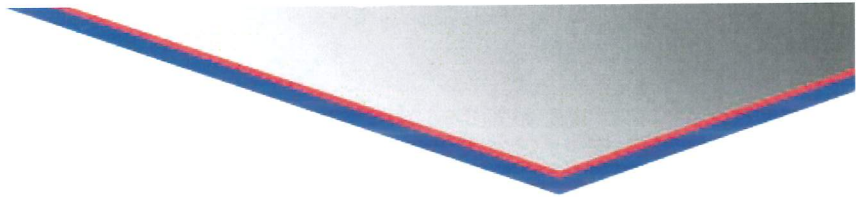


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EXECUTIVE SUMMARY

U.S. Bank proposes to partner with University of Wisconsin - Eau Claire to continue to serve your students, faculty and staff community and their financial needs. By offering a full complement of banking services including ATM services, access to U.S. Bank accounts through the Blugold Card *Maxx* and financial education, we demonstrate our strong campus banking business model.

U.S. Bank understands the time and resources you have invested to make your Blugold Card the only card a student needs on campus. The U.S. Bank *Maxx* Card offers a one-of-a-kind Visa branded campus ID card which allows students to access their bank account with their Blugold Card anywhere in the world. Even more importantly, we understand all of the other campus functions provided through the Blugold Card and firmly believe that the University should maintain control and issuance of the ID card to students. Our *Maxx* Card program provides the best of both worlds – an all-in-one campus card that can be used anywhere Visa debit cards are accepted and is issued instantly by your campus ID card office and immediately active for use. We were excited to work in partnership with the University of Wisconsin-Eau Claire to develop this ground-breaking *Maxx* card program during our prior contract. Current participation rates in the Blugold Card *Maxx* demonstrate the success of the program and the impact it has had on the convenience and banking services that students are utilizing both on and off campus.

U.S. Bank believes that there are 5 major elements in a successful campus banking partnership:

Customer Service

U.S. Bank is committed to being the best bank in the country at serving our customers. Following months of research and planning, U.S. Bank's Chairman, President and Chief Executive Officer Richard Davis announced the new U.S. Bank brand at the 2009 Annual Shareholders Meeting:

All of  serving you™

This brand reinforces our strong, customer-centric philosophy to deliver exceptional service experiences, as we put the power of US to serve our customers. Best-in-class service and customer experience can differentiate US from other banks and is a brand promise on which we can deliver.

- We have a strong foundation built on quality customer service with our Five Star Service Guarantee for the past 15 years. To that end, we regularly poll our customers on our service delivery with positive results. This will continue in the future.
- All of US will continue to embrace our core service values of making it personal, making customer courtesy common, taking ownership, adding value to every interaction and sharing our knowledge.
- Every employee is committed to responsive, respectful, prompt and helpful service. We focus on what you need to maximize your business or personal financial management.

U.S. Bank is committed to continue serving the University of Wisconsin - Eau Claire community with personal service and dedicated staffing on campus regularly.

Experience

U.S. Bank was a pioneer in the campus banking industry when the concept of banking through ID cards was developed 14 years ago. We created a partnership with Xavier University in 1996, which was one of the first of its kind in the country. Since that time, we have led the industry and currently have more campus card partners than any other financial institution. We have five years of experience serving the UWEC community and we understand the traffic patterns, communication opportunities, card office operations and ATM transaction volume better than any other provider. Because of our success both at UW-Eau Claire and across the country, we have

dedicated personnel within the organization who will ensure the highest level of satisfaction throughout this partnership. This team includes:

- Consistent Campus Banking Leadership
- Dedicated Marketing Team
- Dedicated Partnership Management Team
- Dedicated Implementation Team
- Dedicated Local Branch Management Team

Innovation

Our Campus Banking partners continue to ask us the question “What’s next?” U.S. Bank has a team of employees dedicated to answering that question. In fact, when University of Wisconsin-Eau Claire presented us with a need on campus to offer a Visa-branded debit card in conjunction with the Blugold Card, we went to work to develop a solution. Additionally, last year we launched Mobile Banking, which allows customers to check balances, obtain transaction history, transfer money and more, all with the same security as our award winning Internet Banking site. This year, we are proud to present our newest innovation, E-Disbursement Service. This new service will greatly compliment our campus card program. Working together, these programs provide the greatest value to both the student and the University by combining industry-leading Campus Card Services and streamlining the financial aid refund processes together. In addition, we are currently involved with a variety of other innovation pilots that will potentially benefit University of Wisconsin - Eau Claire throughout the life of this contract. Go ahead and ask US, “What’s next?”

Solid Financial Offer

U.S. Bank has a business model that centers on serving student customers and providing them with the opportunity to grow with U.S. Bank now and for many years beyond graduation. For that reason, we are able to share revenues with University of Wisconsin - Eau Claire that will provide great value to your campus. Our revenue opportunities are based on a predictable and steady calculation method and will grow throughout the life of the contract.

Throughout the partnership, U.S. Bank is committed to the involvement required to make the program a success. We are offering a contributory card program royalty schedule to decrease your expenses and increase the return you will see through full acceptance of this partnership. Our financial model is designed to provide the greatest long-term return to the University due to our ability to retain the students we gain as customers. U.S. Bank’s vast branch network in the state of WI and across the country enables us to serve your students at home, on campus, and well beyond graduation.

Strength and Stability

Finally, as one of America’s strongest banks, our strengths are aligned with the needs of our customers and prospects. We have a great story to tell! Our strength, stability, legacy, size, scope, breadth of product offerings, prudent approach to banking, diverse revenue streams, innovation, and unwavering commitment to customer service are newsworthy and compelling. Our response includes a variety of reports, rankings, quotes and statistics that will prove that you are safe and secure with U.S. Bank.

U.S. Bank is working to be “The Best Bank in America on Campus.” This highly subjective measurement will only be achieved if we first provide unparalleled commitment and service to our campus customers. We have defined our partnership with universities as a business objective, but more importantly as a community responsibility. We are confident that our commitment to you will be greater than expected as we look forward to being partners for many years to come.

SECTION 2 – SPECIAL TERMS AND CONDITIONS

U.S. Bank understands and agrees to the terms and conditions set forth in this section of the RFB (with one exception). In reference to Section 2.11 – INSURANCE, there were some modifications that U.S. Bank would request. Please see the requested changes below (in red).

2.11 INSURANCE

The contractor shall bear the full and complete responsibility for all risk of damage or loss of premises, equipment, products or money resulting from any cause whatsoever and shall not penalize the University for any losses incurred related to this contract.

2.11.1 COVERAGE AND MINIMUM LIMITS

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Worker's Compensation (WC)</u>	Statutory
Employer's Liability Coverage (B)	\$100,000/500,000/100,000

Commercial General Liability (CGL)

General Aggregate incl. prdt/co	\$2,000,000
Each Occurrence	\$1,000,000

Automobile Liability (including hired & non-owned)

Combined Single Limit	\$1,000,000
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Additional Insured Provision

The contractor shall add the Board of Regents of the University of Wisconsin System, its officers, agents and employees as an additional insured under the commercial general and automobile liability policies.

Remodeling or Renovation

The above insurances are required to be in effect during the course of any remodeling, renovation or construction done by or at the direction of the contractor.

2.11.2 Certificate of Insurance

Upon notification of award and prior to issuance of a contract, the contractor shall provide the University a certificate of insurance with the required coverage and limits of insurance issued by an insurance company ~~that has an AM Best rating of A-~~ licensed to do business in the State of Wisconsin and signed by an authorized agent, or for self-insured companies a certificate of self insurance with the required coverage and limits of insurance.

2.11.3 Commercial General Liability

Commercial General Liability includes, but is not limited to consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. The contractor shall bear the full and complete responsibility for all risk of loss of premises, or damage to equipment, products or money resulting from any cause including that of sub-contractors and shall not penalize the University for any losses incurred related to this contract. 7

2.11.4 Covenant Requiring Notice

These policies shall contain a covenant requiring **thirty (30)** ~~sixty (60)~~ days written notice by the insurer to University of Wisconsin System Office of Procurement, 780 Regent Street, Madison, WI 53715, before cancellation, ~~reduction or other modifications~~ of coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be extended by the contractor for each subsequent renewal period of the contract. The contractor shall advise each insuring agency to **automatically** renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.

2.11.5 Evidence of new Insurance

In the event of non-renewal, cancellation or expiration of insurance, the contractor shall provide the University evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University's receipt of the **thirty sixty (60)** day notice. In the event the contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice.

2.11.6 University Right to Cancel

In the event the contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice. The contractor shall advise each insuring agency to **automatically** renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.

SECTION 3 – GENERAL CAMPUS CARD AND ATM SERVICE TERMS

U.S. Bank understands and agrees to the terms and conditions set forth in this section of the RFB.

SECTION 4 – EQUIPMENT, SPACE AND UTILITIES

U.S. Bank understands and agrees to the terms and conditions set forth in this section of the RFB.

SECTION 5 – ACCOUNTING AND PAYMENTS

U.S. Bank understands and agrees to the terms and conditions set forth in this section of the RFB.

SECTION 8 – BIDDER'S QUALIFICATIONS AND INFORMATION

8.1 Name and address of operating company and the names of all the owners or principles of the company or corporation.

U.S Bancorp
800 Nicollet Mall
Minneapolis, MN 55402

U.S. Bancorp is a publically owned company traded on the New York Stock Exchange.

Richard K. Davis is CEO and President.

8.2 A list of three (3) Institutional clients with contact names and phone numbers that may serve as a reference for your ability to provide university campus card and ATM services.

U.S. Bank has appreciated the opportunity to serve as the Campus Banking partner to the University of Wisconsin – Eau Claire for the past five years. The UWEC staff has been a strong reference for U.S. Bank and we believe there is no better substitute for a reference than personal experience. We hope our partnership over the years will speak for themselves.

As the national leader in providing campus banking services, we have included three references as requested that are providing the precise services you are requesting in this RFP.

Washington State University

Company Name

Craig Howard Director Administrative Services Information Systems

Person Familiar with Performance Title

Streit-Perham Building P.O. Box 641722 Pullman WA 96164-1722

Street Address City State Zip

(509) 335-1872 howard@wsu.edu

Telephone Number E-mail

3 Years (6/2007) Present

Number of Years Service Performed Date of Last Service Performed

Branch on Campus, Maxx Card (12/2008), ID Card Program (CBORD), 1 ATM

Description of Services Performed

“U.S. Bank has worked closely with the CougarCard Center to create a customized banking program aimed at serving the needs of our students, culminating in the flawless implementation of our Visa® logo CougarCard Maxx program. Having the on-campus U.S. Bank branch has added an amazing resource for the CougarCard program and has proven to be a huge convenience on the Pullman campus. The U.S. Bank staff works hard to make our carding events efficient and pleasant for our students while lightening the load for our card center staff. We look forward to a long relationship with U.S. Bank that adds true value to our students’ university experience.”
 -- Craig Howard, Director, Administrative Services Information Systems

Metropolitan State College of Denver

Company Name

George Middlemist Associate Vice President of Administration and Finance

Person Familiar with Performance Title

Campus Box 98, PO Box 173362 Denver CO 80217-3362

Street Address City State Zip

(303) 556-4420 middlemi@mscd.edu

Telephone Number E-mail

0.5 Years (10/2009) Present

Number of Years Service Performed Date of Last Service Performed

Maxx Card, ID Card Program (RockWest), 2 ATMs

Description of Services Performed

University of Central Missouri

Company Name

Deb Hobson Director, Elliott Union

Person Familiar with Performance Title

Elliott Union 301 Warrensburg MO 64093

Street Address City State Zip

(660) 543-4342 hobson@ucmo.edu

Telephone Number E-mail

2.5 Years (8/2007) Present

Number of Years Service Performed Date of Last Service Performed

Branch on Campus, Maxx Card (11/2008), ID Card Program (5/2008, Blackboard), 3 ATMs

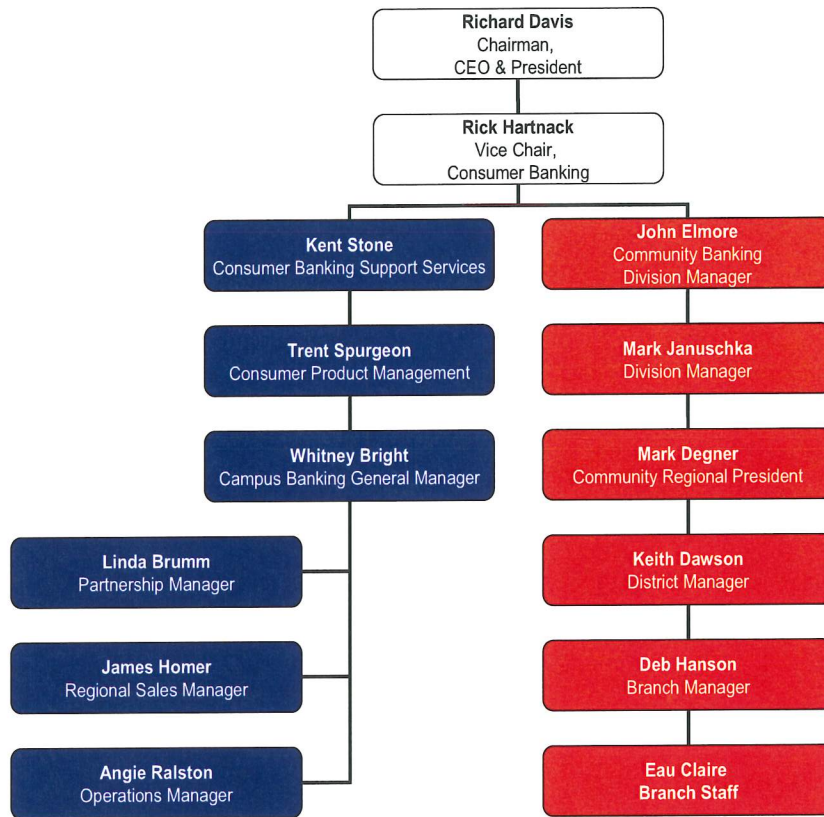
Description of Services Performed

“Our partnership with U.S. Bank has been extremely rewarding for the University of Central Missouri. Their friendly, personalized service brightens the day of anyone who walks into the branch in our union. Students enjoy the one-on-one attention they give everyone. Our U.S. Bank Branch provides our students with all the options including online banking, direct deposit and the UCM OneCard Maxx, an instant-issue VISA debit card and campus ID all in one. We couldn’t be more pleased with our U.S. Bank partnership and all they provide -- with a smile!”
-- Deb Hobson, Senior Director, Elliott Union

8.3 A table of company organization and a plan for the administrative management and staffing proposed under the specifications of this contract.

U.S. Bank has 14 years of experience in the management of campus card programs. Given that U.S. Bank is the incumbent Campus Banking partner; the implementation activities associated with the renewal of the partnership will be minimal.

Please see the Campus Banking and Retail Banking organization chart below. This chart represents the organization structure of our Campus Banking and Retail Banking teams that will be supporting the UWEC partnership.



The biographies listed below are of the U.S. Bank staff that will be the management team in direct support of the UWEC partnership.

Whitney Bright, GM and Vice President, Campus Banking

Whitney.Bright@usbank.com, 636-300-5653

Whitney earned a B.S. from Indiana University and has been employed by U.S. Bank for thirteen years. She has been part of the Campus Banking team for ten years in various roles. Whitney is currently the business line manager responsible for all Campus Banking initiatives at U.S. Bank. She sets strategic direction and focuses the sales and development efforts of the Campus Banking team. Whitney has 16 years of banking experience and has implemented over 45 Campus Banking programs across the country. She has spoken at NACCU and NACAS conference events and is recognized as an expert in the campus banking industry. Whitney will be part of the contractual negotiation team representing U.S. Bank.

Angela Ralston, Operations Manager, Campus Banking

Angela.Ralston@usbank.com, 651-351-2415

Angie will serve as operational support for the University of Wisconsin - Eau Claire partnership. Angie will work closely with our Technical Implementation Team to make sure all timelines are met for new card implementation and testing. Angie holds a Masters Degree in Business Administration from North Dakota State University, where she worked prior to joining U.S. Bank in 2004.

Linda Brumm, Partnership Manager, Campus Banking

Linda.Brumm@usbank.com, 920-484-3833

Linda will work with University of Wisconsin - Eau Claire to customize a Marketing & Implementation Plan that will maximize the potential royalties to the University. She will continue to consult with the University throughout the contract to guarantee enduring success. Linda has a bachelor's degree from Upper Iowa University. She is currently supporting campus banking partnerships at 10 colleges and universities throughout Wisconsin and Illinois and will share ideas and best practices to keep the program fresh and growing.

James Homer, Regional Sales Manager, Campus Banking

James.Homer@usbank.com, 740-549-2772

James is a graduate of Capital University in Columbus, Ohio with a Bachelor of Arts degree in Public Relations and a MBA. In addition to his three years of student lending/banking experience, James worked for 10 years in the enrollment management operations of Capital University and Capital University Law School. James currently supports Campus Banking sales initiatives in the Midwest and will be the University's primary point of contact throughout the proposal and contract negotiation process.

Keith Dawson, District Manager, U.S. Bank

keith.dawson@usbank.com , 715-839-6363

Keith is responsible for the management and daily oversight of the U.S. Bank - Eau Claire district, which consists of 5 branch locations all located in the Chippewa Valley. He has been employed with US Bank for 2 years as of this September. He graduated from Marquette University in Milwaukee and has 13 years of experience in the banking industry. Keith has been actively involved with the Chamber of Commerce, and also as a board member of Junior Achievement in the Chippewa Valley.

Deborah Hanson, Branch Manager, U.S. Bank Eau Claire Main

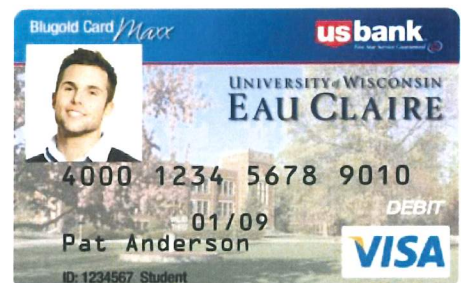
deborah.hanson@usbank.com , 715-839-6328

Deborah is responsible for the management of the U.S. Bank Eau Claire Main branch and will be responsible for the daily oversight of the retail banking partnership with UWEC. She has been employed with U.S. Bank for over 2 years and has 13 years of banking experience all in Eau Claire. Deborah took over as the Branch Manager at Eau Claire Main in 2008. She was born and raised in Eau Claire and has been very active in the community. She is involved in the Chamber of Commerce, Big Brothers Big Sisters and the United Way.

8.4 Complete description of services your company will provide to the University.

U.S. Bank has 14 years of experience combining convenient banking services with campus ID cards. We were excited to launch our first Visa branded campus ID/debit card in April 2007 at the University of Wisconsin-Eau Claire. This U.S. Bank Visa branded campus ID card is known as the "Maxx" Card and is instantly issued through the UWEC ID card office.

The enhanced version of the Blugold Card with U.S. Bank debit card functionality is known as the "Blugold Card Maxx". This product has been developed in response to the desire of UWEC and their students



to have one card that does everything for a student on and off campus.

Our response to this RFB is being presented in anticipation that we will continue to provide this service at the University of Wisconsin – Eau Clair throughout the life of the next contract.

8.5 A description in detail of your education and training programs for students, faculty and staff.

In 1999, U.S. Bank created a series of Financial Wellness Seminars in response to a need for additional education around money management for students. The seminar consists of participant and facilitator guides, exercises, teaching tools and evaluations. Financial Wellness Seminars can be presented by bankers or campus organization leaders and are available to help start students off on the right track.

U.S. Bank is interested in continuing to hold financial education sessions in coordination with Residence Life and other UWEC departments. Our programs can be tailored to fit your particular time requirements. The entire program is designed to be presented at orientation, student gatherings, and as requested by the University. The four modules of the Financial Wellness Seminar include:

Banking Basics 101

How to Balance Your Checkbook and Still Have Money Left Over for Pizza

The Budget Zone

Saving for Spring Break without Breaking the Bank

Loan Lessons

The Low-Down on Loans, Interest and Keeping Your Head above Water

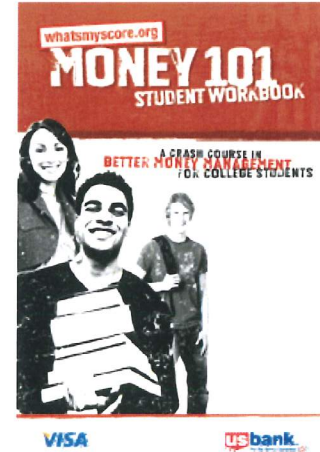
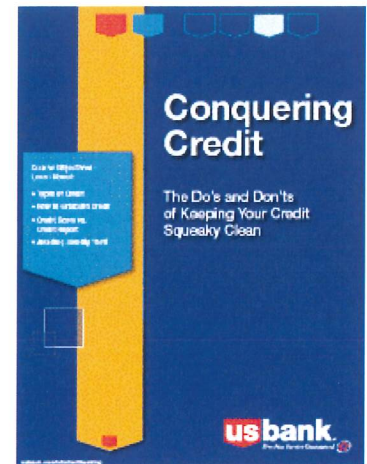
Conquering Credit

The Do's and Don'ts of Keeping Your Credit Squeaky Clean

In addition to the four Financial Wellness seminars listed above, U.S. Bank can conduct seminars on internet banking, banking in a foreign country, or any other topic in which the students have interest. U.S. Bank employs individuals who are experts in all facets of banking and can educate the employees of UWEC as well as the students. Examples of available seminars are:

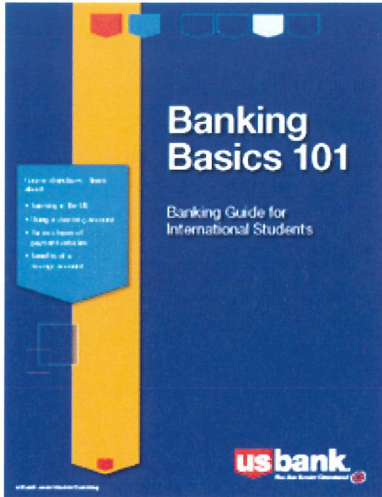
- Avoiding Identity Theft
- First Time Home Buyer's Seminar
- Retirement Planning & Investment Strategies
- Long Term Care Insurance
- Saving for Your Child's Education

U.S. Bank is one of the founding partners of the Responsible Credit Partnership, an industry coalition that identifies ways in which the industry can best help consumers who are new to credit manage their credit more successfully. It's "What's My Score" campaign used clever marketing materials targeted to college students that prompted them to obtain their credit score and understand how their spending habits today will directly impact them in the future. It is one of many ways that U.S. Bank is positively influencing students to use credit wisely



before they have their card. Additionally, we provide online tools and credit advice at www.usbank.com/GetSmartAboutCredit and www.usbank.com/FinancialLiteracy.

International Student Services



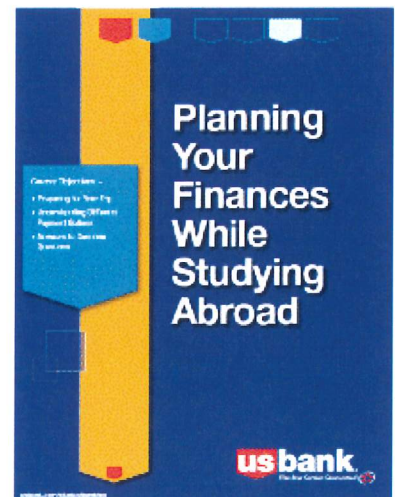
Your international students receive the expertise of our nationally recognized Global Services/International Banking Division. The knowledge of our staff, extensive global network and dedication to customer service offers your students the unique combination of local banking, as well as the ability to conduct transactions globally. U.S. Bank has the ability to offer global foreign currency exchange, 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. U.S. Bank also has a Bilingual Phone Directory that consists of employees who, combined, speak 67 different languages. We can call on any one of these employees if we are having difficulty facilitating a transaction due to a language barrier. All of our marketing materials for Student Checking are available in a Spanish version.

U.S. Bank staff currently presents at the Fall and Winter Semester International Student Orientation sessions. Our staff works with the UWEC international students to address their unique banking needs and introduce them to the American banking system. We create customized financial education packets to assist your foreign national students and offer one-on-one counseling at our Eau Claire Main branch.

Study Abroad Seminars

With growing interest in study abroad programs, Universities and their students have expanded banking needs. Universities may be challenged to find the most convenient way to get financial aid refunds and study abroad allowances into the hands of their students while they are overseas. Students may find it difficult to fund their account while overseas, convert dollars into foreign currency, and avoid excessive ATM fees. U.S. Bank has created a study abroad seminar to address these needs.

If desired, U.S. Bank will work directly with the University to set up direct deposit of financial aid and other refunds for students studying abroad. U.S. Bank will conduct a Study Abroad Seminar for the study abroad students where we can open accounts, explain how to fund the account while overseas, discuss conversion rates, create a budget, discuss the pros and cons of using ATM cards, debit cards, and/or credit cards, and demonstrate how Internet Banking can help students manage their money.



Additionally, the U.S. Bank student checking account allows up to 4 free non-U.S. Bank ATM transactions per month. There are over 1 million PLUS[®] ATMs globally, which allows our student customers to use their Blugold Card as their ATM card almost anywhere in the world.

8.6 A representative listing of professional associations in which your company maintains membership relevant to campus banking services.

U.S. Bank is a gold member of NACCU and has participated in the annual conference every year since 1998. We are the title sponsor for the Banking Corner at CR80News and we pride ourselves on setting the bar for new campus banking innovations. University of Wisconsin - Eau Claire and your students, faculty and staff will receive convenient banking services, the latest technology and fresh marketing ideas as a result of U.S. Bank's years of experience and dedication to the campus market.

U.S. Bank has had a long standing relationship with Visa and its affiliates, PLUS and Interlink. Richard Davis, U.S. Bank's President and Chief Executive Officer, serves on the boards of both Visa U.S.A. and Visa International and we anticipate the relationship with Visa to continue well into the future. It was through our extensive relationship with Visa that we were able to negotiate new standards for instant card issuance that enabled the development of the Blugold Card *Maxx*.

8.7 A representative listing of banking related information your company intends to make available to the University community.

Competitive Checking Accounts

U.S. Bank is a leader in student banking products and services and we strive to bring the best consumer banking products to students. Every year we listen to our customers to determine the products and services most important to each specific consumer group. As a result, we offer students competitive checking accounts with great student benefits:

- Banking attached to the Blugold Card *Maxx*, a Visa Check Card with FlexPerks Cash Rewards
- No minimum balance requirement
- No monthly maintenance fee
- Initial order of customized UWEC checks FREE
- Unlimited check writing with no per check fees
- FREE Internet Banking with the ability to view cancelled checks online
- FREE Internet Bill Pay for the life of the account
- FREE Mobile Banking
- FREE Account Alerts via text message or email
- Unlimited FREE U.S. Bank ATM deposit and withdrawal transactions
- Four (4) FREE Non-U.S. Bank ATM withdrawals per month
- Unlimited FREE debit card POS transactions
- FREE Account Alerts via email or text message
- Overdraft Protection available
- 24-hour banking services via telephone or internet
- 24-hour customer service representatives via telephone or e-mail
- Transact business at over 1 million PLUS® ATMs globally
- Accepts direct deposit of payroll, refunds and other disbursements

In addition to our student benefits, U.S. Bank understands that the faculty and staff members of the UWEC community have expanded banking needs and offers the following Workplace benefits along with any of our checking accounts:

- Banking attached to the Blugold Card *Maxx*, a Visa Check Card with FlexPerks Cash Rewards

- Direct Deposit availability
- No minimum balance requirement
- No monthly maintenance fee
- Initial order of customized UWEC checks FREE
- Unlimited check writing with no per check fees
- FREE Internet Banking and Internet Bill Pay
- FREE Mobile Banking
- FREE Account Alerts via email or text message
- Unlimited FREE U.S. Bank ATM deposit and withdrawal transactions
- Money Market Account with no minimum balance and no monthly maintenance fee
- 25% off home loan origination fees with AutoPay
- FREE personal financial consultation
- Continuous 50% discount on any size safe deposit box
- No service charge for U.S. currency Travelers' Cheques
- Overdraft protection
- 24-hour banking services via telephone or internet

U.S. Bank has presented the most commonly selected accounts to serve the student, faculty and staff checking account needs. We also have a comprehensive line of banking products that are available to the UWEC community. Any of our checking or savings accounts will be available and can be attached to the Blugold Card *Maxx*. For more information on our available products and services, please visit usbank.com.

U.S. Bank Internet Banking

U.S. Bank Internet Banking makes it easy for customers to obtain all the information they need regarding their U.S. Bank accounts. When they log on to U.S. Bank Internet Banking, they can easily make transactions between accounts. Since this is a web-based application, parents can also have access to review and maintain account activity, based upon the use of login identification. With U.S. Bank Internet Banking, customers are just a "click" away from taking care of business in any of these account areas:

Checking and Savings Accounts

- Transfer funds between accounts
- Check balances
- Review 60 most recent transactions (up to 90 days old)
- Verify the status of a specific check
- View images of cancelled checks
- Make payments/payoffs to credit cards and lines of credit
- Download account history into software such as Quicken® or Microsoft® Money
- Create future-dated and repeating transfers for your checking and savings accounts
- Create account-based alerts for your checking, savings and CD accounts
- Sign up for online statements with alerts for checking and savings accounts
- Nickname your account
- Change your PIN
- Order checks online
- Update your address
- Contact Customer Service

Internet Bill Pay

- FREE for the life of the account
- Pay bills online
- Automatically pay recurring bills
- Schedule bills to be paid in advance
- Review payments made in the past six months
- Receive electronic versions of your bills through “ebills” (EBills is great for students who may have a permanent and a campus address and are concerned about missing a bill in the mail and therefore, missing the payment due date.)

Account Alerts

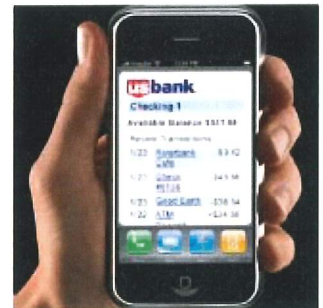
Account Alerts notify you via e-mail or text message of important activity on your account. Account alerts give you more control of your account, added convenience, and peace of mind that you know what is happening with your account at all times. For students who may be new to banking, alerts are a great tool to help them manage their finances. The customer can select up to three e-mail addresses or phone numbers to send alerts to so both the student and parent can be alerted when certain activity occurs. Some of the alerts available include:

- Online Statement Available for Viewing
- Low Balance
- Negative Balance
- Deposit or Withdrawal Activity

Mobile Banking

U.S. Bank is constantly striving to find new ways to make our customers lives more convenient. We are pleased to offer the following Mobile Banking options to all Internet Banking customers:

- **Mobile Wallet Downloadable App**
Easily download the application to your Web-enabled mobile device and enroll via U.S. Bank Internet Banking!
- **Mobile Web - m.usbank.com**
Simply type "m.usbank.com" into the browser of your Web-enabled mobile device and start banking right away.



Teens, college students, recent graduates and frequent business travelers place significant value on the convenience and overall customer experience provided by mobile devices. The U.S. Bank Mobile Banking options make it easy for customers to navigate through core banking functions. Specifically, our customers with most major mobile phone carriers with access to the internet will be able to:

- Check Balances
- Obtain Transaction History
- Transfer Money
- Locate a Branch or ATM
- View Rewards and Offers

Customized UWEC Website and On-line Applications

U.S. Bank supports a customized website for UWEC that provides information on account offerings, as well as educational tools, for members of the UWEC community. Through our FastApp process, it is also possible for students, faculty, and staff to open many of our products online, including Student Checking accounts. In most cases, the user-friendly FastApp process takes about 10 minutes from start to finish. We currently support a link from the Blugold Card website to usbank.com to provide easy access to the U.S. Bank site for members of the UWEC community.

To view the customized website for students, please visit www.usbank.com/uwec to see our UWEC website.

24-Hour Customer Service

In addition to web-based access to their accounts, customers can also access their account by telephone through our 24-hour customer service number, 1-800-USBANKS. Customer service representatives are available 24 hours a day, 365 days a year to assist the members of the UWEC community.

8.8 Business Plan for marketing the Campus Card program include sample copies of promotional and advertising literature to be used.

University of Wisconsin - Eau Claire will receive marketing ideas and opportunities learned from our experience as the existing Campus Banking partner for UWEC and from all other partnerships across the country. We have developed and implemented a comprehensive marketing and communications plan in conjunction with the Blugold Card staff. We are intimately familiar with the inner workings of your orientation and carding events and have discovered the most effective ways of delivering our message and our services to your students. UWEC will continue to receive new ideas and opportunities learned from other campus partners. Our promotional materials and events are constantly changing and will be customized to meet the specific needs of University of Wisconsin – Eau Claire and the Eau Claire community.

Our strategy is to create a targeted plan that incorporates sales promotion, merchandising and personal selling to create awareness, build business and provide exemplary service to the customer base. U.S. Bank has dedicated Marketing personnel that will create a comprehensive annual marketing plan for UWEC. All marketing efforts will be coordinated with guidance and approval from the University and reviewed in our formal Annual Review process.

Our promotional materials and events are constantly changing and will be customized to meet the specific needs of your campus. Following are some initial and specific co-marketing actions to support the partnership.

Announcements of Enhanced Partnership

Announcements of the enhanced Blugold Card partnership via your University of Wisconsin - Eau Claire communications protocol (i.e. intranet, newsletter, fliers, payroll inserts, radio & television spots, campus newspaper, etc.).

Informational Letter to Parents and Students

U.S. Bank will create spring and fall letters to incoming students and parents explaining the benefits of card usage and banking privileges of our Student Checking account. These letters can be included with University distributed mailings. We will also produce brochures and flyers for inclusion in student communications including, but not limited to, acceptance letters, financial aid letters, orientation letters, housing information, and tuition bills.

Tabling Events

Throughout the year, U.S. Bank will provide staffing at all orientation events and create a festive environment. This includes working with vendors to supply refreshments, promotional giveaways such as water bottles, flash drives, Mp3 speakers and stadium blankets. U.S. Bank employees will participate in Student Orientations, Social Events, and other relevant opportunities to advance the opening of new bank accounts.

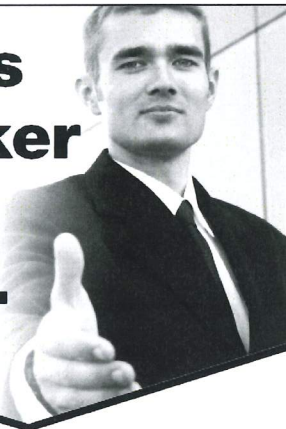
Customized Brochures

We will create customized Blugold Card brochures. These brochures will promote all functions on the Blugold Card, not simply the banking function. This provides efficiencies and allows the Blugold Card Office to decrease current marketing expenses.

Marketing Materials for the Blugold Card Office

U.S. Bank will provide brochures, flyers, posters, banners, Tyvek card sleeves, dangler signs, table tents and more for the Blugold Card Office to promote the partnership on an on-going basis.

Following are marketing samples currently in use at UWEC:



There's a Banker in the House.


Your schedule is tight. We can't go to class for you, but we can make banking super easy. No need to drive to your local U.S. Bank office, we'll come to you.

Your banker is in the house every week at UW-Eau Claire
Thursdays
10 a.m. to 1 p.m.
Blugold Card Office

- Activate your PIN and make a deposit at the ATM.
- Open a student checking account.
- Ask questions about your U.S. Bank account.

We're also in the office when you need us.
Monday - Friday 9 a.m. - 5 p.m. - 8 p.m. - 4 p.m.

Barron Office
131 South Barron Street
715.839.4300



usbank
Five Star Service Guaranteed

© 2014 U.S. Bank



Frequently Asked Questions Regarding U.S. Bank and Your Blugold Card Maxx

Ready to get started?
Simply complete the application on the other side of this document and bring to the U.S. Bank "Banker in the House" on Thursdays from 10:00 am - 1:00 pm, located just across from the Blugold Card Office in the Olin Student Center.

Do I have to pay to upgrade to the Blugold Card Maxx?
No, upgrading your card to the Blugold Card Maxx is free. And today get upgrading a new, secure and advanced Blugold Card Maxx Visa Plus!

Do I have to open my U.S. Bank account on campus in order to get a Blugold Card Maxx?
Yes. All U.S. Bank accounts are opened on campus. While it is recommended that you open your account with the U.S. Bank that is closest to your school, you may open your account at any U.S. Bank branch. For a list of U.S. Bank branches near your school, visit usbank.com/branches.

Can my parents make a deposit into my checking account from my hometown U.S. Bank branch?
Yes. Deposits can be made in any U.S. Bank branch. Deposits can also be made at certain U.S. Bank ATM locations across the country. For more information, visit usbank.com/atms.

I've not seen if there is a U.S. Bank branch in my hometown. How do I find out the exact?
You can go to usbank.com/branches to get a list of U.S. Bank branches near you.

Does my Blugold Card Maxx come with a Blue Star Card?
Yes. Earn up to 2.25% cash reward when you make Visa purchases. You get an instant cash back reward. To learn more, visit usbank.com/bluestar.

What if I've already a U.S. Bank account?
If you're a current U.S. Bank customer, bring an account statement or your photo ID to the Blugold Card Office and we'll upgrade to the Blugold Card Maxx for you.

Your local U.S. Bank branch:
U.S. Bank Eau Claire Main Office
131 S. Barron Street
715-839-6300



usbank
Five Star Service Guaranteed

8.9 Such other information as the bidder deems pertinent for consideration by the University.

As potential future enhancement to our Campus Banking relationship, U.S. Bank would be interested in the placement of an on-campus branch at the University of Wisconsin – Eau Claire.

Beginning in 1976, when the first on-site location was opened at the University of Washington in Seattle, U.S. Bank has been an industry leader in providing convenience banking, delivering the best banking services available to customers on their terms. Our On-Site branch offices are located at university, corporate, healthcare, retirement and other non-traditional sites, and offer extended hours and services to meet the unique needs of each partner. Since we opened our first on-site branch over thirty years ago, we have grown to become the largest on-site banking network in the country-with more than 60 locations from the Great Lakes to the Pacific Ocean. We provide banking on your terms, on-site at your University.

U.S. Bank is currently operating full-service campus branches at 23 colleges and universities across the country. U.S. Bank is proud to create customized materials and develop unique marketing plans to meet the specific needs of such non-traditional banking venues. Creating and executing specialized plans for campus branches at University of Wisconsin - Eau Claire would be a privilege and would provide the campus community with comprehensive banking products and services.

The following is a comprehensive list of our current full-service campus branches:

Campus Card & Branch Partners	Program Inception
Xavier University	August 1996
Saint Louis University	June 2001
San Diego State University	January 2003
Gonzaga University	August 2003
Northwestern University	September 2004
Northern Kentucky University	December 2004
North Dakota State University	June 2005
University of Wisconsin-Stevens Point	June 2005
Washington State University	May 2007
California State University, Fullerton	June 2007
University of Central Missouri	September 2007
University of San Diego	August 2008
Milwaukee Area Technical College	July 2009
University of California-Davis	June 2010
Campus Branch Partners	Program Inception
University of Washington (2 locations)	January 1976
Seattle Pacific University	January 1983
Marquette University	February 2000
University of Minnesota	December 2002
Sonoma State University	January 2004
University of Missouri-St. Louis	January 2007
Central Washington University	August 2007
University of Nevada Las Vegas	August 2007
Ohio State University	March 2010

In addition to our experience in the placement of on-campus branches, U.S. Bank also has a sophisticated suite of treasury management products that have been used by our customers to disburse funds for years. Many of our current clients have asked for a way to streamline the upfront data collection and disbursement selections from the many recipients of these funds. To answer that call, U.S. Bank has developed E-Disbursement Service, a robust product which provides automated refund disbursement options. This new product utilizes much of the existing infrastructure as our current ePay product which has been around for over 6 years and is being utilized by over 170 customers with over 900 different ePayment Service applications. Some of the main benefits of the new E-Disbursement Service include:

Features	Benefits
Low cost payment options	Use of electronic ACH payment drastically lowers costs vs. a similar payment made with a check. In addition, the service offers a migration path to electronic payments.
Flexible refund distribution model	The bank offers customers the ability to allow access to a customized Web site by recipients for self-service or to send a file directly to the bank with all of the disbursement information.
Self-service capabilities	Reduce administrative burdens with fewer lines and/or shorter phone wait-time by allowing recipients to control their own information and payment method decision.
Email status updates	Customized email updates proactively reduce customer service issues and will make recipients more satisfied with the higher level of service.
Improved float	Retain benefits of float processing by eliminating the need to transfer funds out of U.S. Bank.
Customized Web sites, checks and prepaid cards	The service allows for a consistent experience for recipients of the customer.
Customer service through an administrative Web site	Interactions with customers can be made more effective with information made easily accessible to representatives for researching, registering and searching recipients.
Customized file and reporting options	If customization is required to help automate the customer's process, U.S. Bank's Data Delivery Service can help achieve full integration into the E-Disbursement Service.
Robust reporting	Daily updates of payments made allow organizations stay on top of the refund process and understand where to focus efforts before the need is critical.
Needs-driven role assignment	Ensure that access to the solution meets the company's security and audit policies through customized role assignments.
For colleges & universities: Title IV compliance	Service complies with 14 day Title IV delivery requirement.
Reduced abandoned property	Escheatment liabilities reduced by tracking outstanding refunds.

In addition to the E-Disbursement Service, U.S. Bank is currently assisting many of our campus card customers to encourage their students to sign up for direct deposit of their financial aid refunds. As part of our new account opening process, U.S. Bank can have students sign direct deposit authorization forms and submit those directly to your finance office. Following is a sample marketing piece being used at Northern Kentucky University to promote direct deposit of refunds which can then be accessed by the NKU ALLCard.



Financial Assistance/ Residual Disbursements

can be directly deposited into
your account.

usbank.com/nku
www.nku.edu
Member FDIC



SECTION 9 – BID SUBMITTAL FORM for CAMPUS CARD AND ATM SERVICES

9.0 BID SUBMITTAL FORM for CAMPUS CARD AND ATM SERVICES

SUBJECT: CAMPUS CARD and ATM Service for the University of Wisconsin – Eau Claire

We, the undersigned, in compliance with the Request for Bid Number JS-10-2486 for CAMPUS CARD and ATM Service dated May 11, 2010, hereby bid the following payments to the University of Wisconsin for CAMPUS CARD and ATM as follows. In making these bids acknowledge that we have read and understood this Request for Bid and hereby submit our bid in accordance with the terms and conditions of the bid specifications and agree to fulfill our legal obligations pursuant to the attached contractual provisions.

MARKET PARTICIPATION PAYMENTS

Participation%	Annual Royalty Payment	Account Range
0 - 44.9%	\$75,000	0 - 4,949
45 - 54.9%	\$115,000	4,950 - 6,049
55 - 64.9%	\$150,000	6,050 - 7,149
65% +	\$200,000	7,150 - 11,000

OTHER COSTS/REVENUE

REVENUE SHARING

1 Other revenue (please provide additional information/description) \$ 58,000
 \$58,000 is made up of \$40,000 signing bonus and \$18,000 in marketing.

DIRECT COSTS

1 Campus cards \$ 0
 2 Campus card supplies \$ 0
 3 Campus card re-carding \$ 0

TOTAL NET REVENUE \$ 505,000*

*Total Net Revenue of \$505,000 is for the life of the 5 year contract.
 Year 1 Total Net Revenue is \$133,000. Please see attached sheet for detail.
 BY Whitney R. Bright

SIGNATURE *Whitney R. Bright*

TITLE VP, General Manager DATE June 1, 2010

FIRM U.S. Bank FEIN 31-0841368

ADDRESS 100 Ungerboeck Park

CITY O'Fallon STATE MO ZIP 63368

PHONE (636) 300-5653 FAX (636) 688-3267 EMAIL whitney.bright@usbank.com

U.S. Bank has been the proud partner for University of Wisconsin-Eau Claire and the Blugold Card over the past five years. We view these partnerships as a derivative of community involvement and strive to share as much revenue back with the University as possible. We have all witnessed the unfortunate struggles of many financial institutions throughout the recent recession. U.S. Bank has not only survived, but thrived during this time due to our prudent risk management and realistic approach to all pricing and revenue sharing contracts. U.S. Bank will continue to provide royalty revenues to UWEC and will actually increase the current and future payment potential due to our belief in the continued growth and long-term benefit of this partnership. Throughout the partnership, U.S. Bank is committed to the involvement required to make the program a success. Should U.S. Bank execute an agreement with the University of Wisconsin – Eau Claire, the financial commitment will be as follows:

1. U.S. Bank will pay a retention bonus of **\$40,000** within 60 days of the date of contract execution.
2. U.S. Bank will guarantee a **\$75,000** royalty payment at the end of year one of the contract.
3. The minimum Total Net Revenue of this agreement will be **\$505,000** over the life of the 5 year contract with **\$133,000** guaranteed in year one.

	Retention Bonus	Annual Guaranteed Royalty	Marketing	Total
Year 1	\$ 40,000	\$ 75,000	\$ 18,000	\$ 133,000
Year 2		\$ 75,000	\$ 18,000	\$ 93,000
Year 3		\$ 75,000	\$ 18,000	\$ 93,000
Year 4		\$ 75,000	\$ 18,000	\$ 93,000
Year 5		\$ 75,000	\$ 18,000	\$ 93,000
Total	\$ 40,000	\$ 375,000	\$ 90,000	\$ 505,000

4. Years 2 through completion, U.S. Bank will pay UWEC a minimum royalty payment of \$75,000 per year. Please note that the \$75,000 per year royalty is the minimum amount that the university will receive. Based on past performance of the partnership we expect the royalty payments to increase steadily throughout the life of the contract.

Following is our contributory royalty schedule that is based on the number of U.S. Bank checking account holders with accounts linked to the Blugold Card, which will decrease your expense and increase the return we will see through full acceptance of the banking partnership. The following royalty scale moves higher with more participation, thus allowing the bank to share the gains from efficiencies and mass appeal. Our royalty model is designed to provide a predictable, steadily increasing revenue stream to the University.

CAMPUS CARD AND ATM ROYALTIES

Penetration %	Royalties to University	Active Account Range
0 - 44.9%	\$75,000 lump sum payment	0 - 4,949 accounts
45 - 54.9%	\$115,000 lump sum payment	4,950 - 6,049 accounts
55 - 64.9%	\$150,000 lump sum payment	6,050 - 7,149 accounts
65 +	\$200,000 lump sum payment	7,150 - 11,000 accounts

The penetration percentages above will be determined by dividing the number of active checking accounts attached to the Blugold Card by the universe of potential prospects (enrollment numbers). We have based our Royalty schedule on 11,000 students as stated in the RFP. As of the end of our contract year in 2009, we paid UWEC \$50,000 based on 3,507 accountholders in the program. The current base of

customers will be maintained in the new contract and all new accounts will help us reach the 45% tier as quickly as possible which will increase the royalty payments to the University.

With our unique penetration calculation method, we offer you the greatest ability to see higher returns throughout the life of the contract. While we only use the total number of students for the denominator in our penetration calculation, any faculty or staff members that choose to bank with U.S. Bank will be counted in the numerator of the penetration percentage calculation.

Additionally, as long as a student or faculty/staff member maintains an active checking account with U.S. Bank, the University continues to be paid for that account in the scale regardless of their continued affiliation or enrollment in the University.

ADDENDUM 1 – REQUEST FOR BID

State of Wisconsin
 Wis. Statutes s.16.75
 DOA-3070 (R08/2003)

BIDS MUST BE SEALED AND ADDRESSED TO:

AGENCY ADDRESS: University of Wisconsin Systems

Office of Procurement
 780 Regent Street, Suite 145
 Madison, WI 53715

REQUEST FOR BID

THIS IS NOT AN ORDER

BIDDER (Name and Address)

Remove from bidder list for this commodity/service. (Return this page only.)

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # JS-10-2486. Late bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids dated and time stamped another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included in sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact person named below for an appointment to view the bid records. Bids shall be firm for acceptance for sixty (60) days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Bids MUST be in this office no later than

June 3, 2010 2:00 P.M. CDT

Name (Contact for further information)

Jacqueline Sommers Smith

Phone

608-265-0557

Date

May 11, 2010

Quote Price and Delivery FOB

Fax bids are accepted

Fax bids are not accepted

Item No.	Quantity and Unit	Description	Price Per Unit	Total
		Furnish Campus Card and ATM Services to the University of Wisconsin – Eau Claire In accordance with the attached Conditions of Bid, Specifications, Bid Submittal Form, and Schedules A-C <u>Complete and Return the Following:</u> 1. Request for Bid Form - <u>1 copy required</u> 2. Bidder's Information as required on Pages 18, 19 and 26-2 <u>copies required</u> 3. Bid Submittal Form - <u>1 copy required</u> 4. Designation of Confidentiality form Vendor Teleconference has been tentatively scheduled at 11:00 A.M. on Tuesday, May 18, 2010. Please register by contacting Jacqueline Sommers Smith at JSmith@uwsa.edu at which time you will be provided with call in directions.		

Payment Terms

Delivery Time

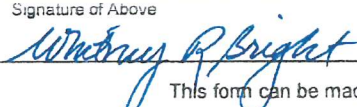
We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550. **Does Not Apply to Printing Bids.**

We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 268-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.
 Yes No Unknown

In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.

Name of Authorized Company Representative (Type or Print)	Title	Phone	(636) 448-7538
Whitney R. Bright	VP, Campus Banking	Fax	(636) 688-3267
Signature of Above	Date	Federal Employer Identification No.	Social Security No. if Sole Proprietor (Voluntary)
	June 1, 2010	31-0841368	

This form can be made available in accessible formats upon request to qualified individuals with disabilities.

ADDENDUM 2 – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:


1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name	U. S. Bank
Authorized Representative	 Signature
Authorized Representative	Whitney R. Bright Type or Print
Date	June 1, 2010

This document can be made available in accessible formats to qualified individuals with disabilities.

ADDENDUM 3 – ADDENDUM RECEIPT ACKNOWLEDGMENT

2. All other items in RFB remain unchanged.

The below addenda have been received and considered in preparation of this RFB. Please complete the acknowledgment by signing and inserting the date of the addenda.

We acknowledge: addendum #1 WB WBS date June 1, 2010
We acknowledge: addendum #2 _____ date _____

SIGNED Whitney R Bright TITLE VP, General Manager

FIRM U.S. Bank

ADDRESS 100 Ungerboeck Park

CITY O'Fallon STATE MO ZIP 63368

TELEPHONE (636) 300-5653 FAX (636) 688-3267

E-mail whitney.bright@usbank.com

FEIN 31-0841368

DATE June 1, 2010

State of Wisconsin
 Wis. Statutes s.16.75
 DOA-3070 (R08/2003)

BIDS MUST BE SEALED AND ADDRESSED TO:

AGENCY ADDRESS: University of Wisconsin Systems

Office of Procurement

780 Regent Street, Suite 145

Madison, WI 53715

REQUEST FOR BID

THIS IS NOT AN ORDER

BIDDER (Name and Address)

Remove from bidder list for this commodity/service. (Return this page only.)

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for E # JS-10-2486. Late bids will be rejected. Bids MUST be date and time stamped by the solicitor purchasing office on or before the date and time that the bid is due. Bids dated and time stamped another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact person named below for an appointment to view the bid records. Bids shall be firm for acceptance for sixty (60) days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Bids MUST be in this office no later than

June 3, 2010 2:00 P.M. CDT

Name (Contact for further information)

Jacqueline Sommers Smith

Phone

608-265-0557

Date

May 11, 2010

Quote Price and Delivery FOB

Fax bids are accepted

Fax bids are not accepted

Item No.	Quantity and Unit	Description	Price Per Unit	Total
		Furnish Campus Card and ATM Services to the University of Wisconsin – Eau Claire In accordance with the attached Conditions of Bid, Specifications, Bid Submittal Form, and Schedules A-C <u>Complete and Return the Following:</u> 1. Request for Bid Form - <u>1 copy required</u> 2. Bidder's Information as required on Pages 18, 19 and 26-2 <u>copies required</u> 3. Bid Submittal Form - <u>1 copy required</u> 4. Designation of Confidentiality form Vendor Teleconference has been tentatively scheduled at 11:00 A.M. on Tuesday, May 18, 2010. Please register by contacting Jacqueline Sommers Smith at JSmith@uwsa.edu at which time you will be provided with call in directions.		

Payment Terms

Delivery Time

We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550. **Does Not Apply to Printing Bids.**

We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

Yes No Unknown

In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.

Name of Authorized Company Representative (Type or Print)	Title	Phone ()
		Fax ()
Signature of Above	Date	Federal Employer Identification No.
		Social Security No. if Sole Proprietor (Voluntary)

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JS-10-2486
BID REQUEST FOR

CAMPUS CARD & AUTOMATED TELLER MACHINE SERVICE (ATM)

University of Wisconsin System
University of Wisconsin-Eau Claire
105 Garfield Avenue
Eau Claire, WI 54702

2.0 SPECIAL TERMS AND CONDITIONS

2.1 PERFORMANCE BOND OR IRREVOCABLE LETTER OF CREDIT

The successful bidder, hereafter referred to as "contractor", may be required to furnish a performance bond in the amount of \$8,000. Such bond must be furnished upon notification by the University Of Wisconsin System Office Of Procurement, hereafter referred to as "System Office of Procurement", and prior to contract award.

In lieu of the performance bond, the contractor may provide an irrevocable letter of credit naming the University as beneficiary. The irrevocable letter of credit shall be in the amount specified for the performance bond and the format content required by the University. The performance bond or irrevocable letter of credit shall be furnished by a company licensed to do business in the State of Wisconsin.

The performance bond or irrevocable letter of credit shall be for the entire contract period. If an irrevocable letter of credit is used, the period shall extend one month beyond the contract expiration date. The performance bond or letter of credit shall provide that in the event of non-renewal, the System Office of Procurement, and the contractor be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract.

In the event of non-renewal, the contractor shall provide the University evidence of the new source of surety within twenty-one (21) calendar days after the University's receipt of the non-renewal notice. Failure to maintain the required surety in force may be cause for contract termination.

Failure to provide the bond or irrevocable letter of credit within twenty-one (21) days of notification of award may result in cancellation of contract award.

2.2 INSPECTION OF PREMISES

Bidders are invited to inspect the project site completely prior to submitting bid in order to determine all requirements associated with the contract. Failure to inspect adequately shall not relieve the contractor from the necessity of furnishing and installing, without additional cost to the University, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

For Site Inspection Appointment
Prospective Bidders are to contact: Malinda Hebert, Service Operations Manager
University of Wisconsin-Eau Claire
Telephone: 715-836-4040
Email: HEBERTMS@uwec.edu

State of Wisconsin
 Wis. Statutes s.16.75
 DOA-3070 (R08/2003)

BIDS MUST BE SEALED AND ADDRESSED TO:
 AGENCY ADDRESS: University of Wisconsin Systems

Office of Procurement
 780 Regent Street, Suite 145
 Madison, WI 53715

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BIDDER (Name and Address)

Remove from bidder list for this commodity/service. (Return this page only.)

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Bids MUST be in this office no later than

June 3, 2010 2:00 P.M. CDT

Name (Contact for further information)

Jacqueline Sommers Smith

Phone

608-265-0557

Date

May 11, 2010

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Payment Terms

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Yes No Unknown

In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.

Name of Authorized Company Representative (Type or Print)

Title

Phone (636) 448-7538

Whitney R. Bright

VP, Campus Banking

Fax (636) 688-3267

Signature of Above

Date

Federal Employer Identification No.

Social Security No. If Sole Proprietor (Voluntary)

June 1, 2010

31-0841368

This form can be made available in accessible formats upon request to qualified individuals with disabilities.

2.3 BASIS OF BID EVALUATION

Bids will be evaluated to verify that they will meet all specified requirements in this RFB. The award shall be made to the bidder with the highest annual Total Net Revenue which is in the best interest of the University as determined by the University.

The University shall determine if the bidder is financially, managerially and operationally capable of providing the required services based on the vendor's response to this bid and reviewing results of past awards to the vendor by the State of Wisconsin. Representatives from the University reserve the right to inspect the bidder's facilities and other operations under the contractor's management prior to award of this bid.

2.4 DISPUTE PROCESS

Any dispute of the University's award must be made no later than five (5) working days after the award notice is issued by System Office of Procurement. Written notice of dispute must be filed with the President of the University System in care of:

Rich Lampe, Director
UW System Office of Procurement
University of Wisconsin System Administration
780 Regent St.
Madison, WI 53715

A complete written dispute must be received by the Director, System Office of Procurement no later than ten (10) working days after the award notice is issued.

2.5 CONTRACT COMMENCEMENT/LENGTH

It is the intent of the University to commence the resulting contract on July 1, 2010. The term of this contract shall be for five (5) years.

2.6 FIRM BIDS

All bids shall remain firm for a minimum of ninety (90) days from the date of bid opening.

2.7 BID PROCEDURES AND INSTRUCTIONS:

2.7.1 METHOD OF BID:

Vendors must submit an original, marked as such, and two copies of all materials required for acceptance of their bid by the deadline shown on the Request for Bid form to:

Jacqueline Sommers Smith
UW System Office of Procurement
University of Wisconsin System Administration
780 Regent St., Suite 145
Madison, WI 53715

Bids must be received in the above office. All bids must be time-stamped in by UWSA Office of Procurement prior to the stated opening time. Bids not so stamped will be considered late. Receipt of a bid by the UW mail system does not constitute receipt of a bid by the UWSA Office of Procurement, for purposes of this request for bids.

All bids must be packaged, sealed, and show the following information on the outside of the package:

Vendor's Name and Address
Request for Bids Title
Request for Bids Number
Bid Due Date

- 2.7.2 CALENDAR OF EVENTS: Listed below are important dates and times by which actions related to this Request for Bids (RFB) must be completed. In the event that the University finds it necessary to change any of these dates and times it will do so by issuing a supplement to this RFB.

<u>DATE</u>	<u>EVENT</u>
May 11, 2010	Date of issue of the RFB
May 18, 2010 (optional)	Vendor Teleconference
June 3, 2010 2:00 p.m.	Bids due from vendors

A vendor teleconference may be held at 11:00 a.m. CST on Tuesday, May 18, 2010. Vendors interested in participating in the vendor teleconference must register in advance for the event. Advance registration can be accomplished by contacting Jacqueline Sommers Smith at JSmith@uwsa.edu. Registrants will be provided call in instructions at the time of registration.

During the vendor teleconference, UWSA Procurement staff and UW Eau Claire employees will respond to written questions and provide any needed additional instruction to vendors on the submission of Bids. All vendors who intend to respond to this RFB are highly encouraged to participate in the vendor teleconference. Failure to participate in the vendor teleconference shall in no way relieve the Contractor from the obligations that may be required to carry out the intent of the contract.

If questions can be answered without a conference, Procurement may cancel the teleconference.

- 2.7.3 FORMAT OF BID: Vendors responding to this RFB must comply with the following format requirements:

SIGNED REQUEST FOR BID SHEET: Include here the signed Request for Bid sheet included with the bid and those certifications required for submittal of a bid. Bids submitted in response to this RFB must be signed by the person in the vendor's organization who is responsible for the decision as to the prices being offered in the bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices.

By submitting a signed bid, the vendor's signatories certify that in connection with this procurement: (a) the vendor's organization or an agent of the vendor's organization has arrived at the prices in its bid without consultation, communication or agreement with any other respondent or with any competitor for the purpose of restricting competition, (b) the prices quoted in the bid have not been knowingly disclosed by the vendor's organization or by any agent of the vendor's organization and will not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor, and (c) no attempt has been made or will be made by the vendor's organization or by any agent of the vendor's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

ADDITIONAL INFORMATION: Include here any other forms required in the bid. Include all additional information that will be essential to an understanding of the bid. This might include diagrams, excerpts from manuals, or other explanatory documentation that would clarify and/or substantiate the bid document.

COST INFORMATION: Provide cost information on the Request for Bid Financial Considerations sheet. Financial Considerations will be reviewed based on a one year contract period. Revenue and Expense amounts applied to the evaluation will not consider projected revenues or expenses.

2.8 CONTRACT CANCELLATION

- 2.8.1 The contract may be terminated by either party on the anniversary of the effective date in any subsequent year of the contract, if either party provides the other party with written notice one hundred and twenty (120) days prior to such anniversary date.
- 2.8.2 The University may cancel this contract for breach, as determined by the University, for failure to comply with the terms and conditions of the contract. This may include any cessation or diminution of service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the contractor which in the opinion of the University is not in its best interest.
- 2.8.3 The University shall provide ten (10) calendar days written notice of contract breach and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the University may cancel the contract by giving one-hundred twenty (120) days notice in writing by registered or certified mail of its intention to cancel this contract.
- 2.8.4 Should the University breach any terms or provisions of this contract, the contractor shall serve written notice on the University setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the contractor may cancel the contract by giving sixty (60) days notice, in writing, by registered or certified mail of its intention to cancel this contract.
- 2.8.5 The University may discontinue this contract, in whole or in part, without penalty at any time due to non-appropriation of funds.
- 2.8.6 If the contractor fails to maintain and keep in force required insurance, the University shall have the right to cancel and terminate the contract without notice.
- 2.8.7 Contractor Agrees to Indemnify

The contractor agrees to indemnify, defend and hold harmless the Board of Regents of the University of Wisconsin System, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (hereinafter collectively referred to as "claims") occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, but only to the extent that such claims are caused by the negligence, misconduct or other fault of the contractor, its agents, employees, subcontractors or contractors.

2.9 PARTIES TO THE CONTRACT

The contract shall be between the State of Wisconsin, Board of Regents of the University of Wisconsin System doing business as the University of Wisconsin-Eau Claire hereafter referred to as the "University" and the successful bidder hereafter referred to as the "contractor" for the provision of Campus Card & ATM Service according to the terms set forth herein. Jacqueline Sommers Smith, UWSA Procurement Specialist, is the Contract Administrator responsible for overall solicitation and contract management. Malinda Hebert, Service Operations Manager, is the representative of the University responsible for the day to day operational contract activities and referred to herein as "campus contract administrator". Any correspondence, price lists or other documents must include reference to RFB JS-10-2486 and be sent to the Contract Administrator. The Contract Administrator is authorized to give the approvals required under this contract on behalf of UW-Eau Claire.

2.10 EXCUSED PERFORMANCE

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, labor disturbance or strike, business operations at the University are interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of this contract may be extended for a period equal to the time that such default in performance is excused.

2.11 INSURANCE

The contractor shall bear the full and complete responsibility for all risk of damage or loss of premises, equipment, products or money resulting from any cause whatsoever and shall not penalize the University for any losses incurred related to this contract.

2.11.1 COVERAGE AND MINIMUM LIMITS

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Worker's Compensation (WC)</u>	Statutory
Employer's Liability Coverage (B)	\$100,000/500,000/100,000

Commercial General Liability (CGL)

General Aggregate incl. prdt/co	\$2,000,000
Each Occurrence	\$1,000,000

Automobile Liability (including hired & non-owned)

Combined Single Limit	\$1,000,000
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Additional Insured Provision

The contractor shall add the Board of Regents of the University of Wisconsin System, its officers, agents and employees as an additional insured under the commercial general and automobile liability policies.

Remodeling or Renovation

The above insurances are required to be in effect during the course of any remodeling, renovation or construction done by or at the direction of the contractor.

2.11.2 Certificate of Insurance

Upon notification of award and prior to issuance of a contract, the contractor shall provide the University a certificate of insurance with the required coverage and limits of insurance issued by an insurance company that has an AM Best rating of A- licensed to do business in the State of Wisconsin and signed by an authorized agent, or for self-insured companies a certificate of self insurance with the required coverage and limits of insurance.

2.11.3 Commercial General Liability

Commercial General Liability includes, but is not limited to consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. The contractor shall bear the full and complete responsibility for all risk of loss of premises, or damage to equipment, products or money resulting from any cause including that of sub-contractors and shall not penalize the University for any losses incurred related to this contract.

2.11.4 Covenant Requiring Notice

These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to University of Wisconsin System Office of Procurement, 780 Regent Street, Madison, WI 53715, before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be extended by the contractor for each subsequent renewal period of the contract. The contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.

2.11.5 Evidence of new Insurance

In the event of non-renewal, cancellation or expiration of insurance, the contractor shall provide the University evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University's receipt of the sixty (60) day notice. In the event the contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice.

2.11.6 University Right to Cancel

In the event the contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice. The contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.

- 2.12 The contractor agrees that items relative to Campus Card and ATM Service, which are not covered herein but which do not change the scope of services specific to this bid, may be added to this bid and resulting contract by the University without voiding the provisions of the existing contract. The University intends to acquire Campus Card Service exclusively from the contractor. The University reserves the right to offer ATM services through other financial institutions and therefore ATM services obtained through this bid will remain non-exclusive for the duration of the contract.
- 2.13 Recognizing that the successful performance of this contract is dependent on favorable response from the users, the contractor shall meet regularly with the Campus Contract Administrator and/or authorized student committees to discuss potential adjustments in operations, and shall cooperate at all times to maintain maximum efficiency and good public relations with students, faculty and staff. The contractor will also be expected to meet with UWSA Office of Procurement upon request. All adjustments shall be proposed in writing by the University to System Office of Procurement for approval prior to becoming effective.
- 2.14 After the initial contract year, the parties upon mutual agreement may adjust the specific terms and payments of this contract where circumstances beyond the control of either party require adjustments. All adjustments shall be proposed in writing by the University to System Office of Procurement for approval prior to becoming effective. All required contract amendment(s) shall be issued by System Office of Procurement. Upon one hundred and eighty day (180) advance written notice, the University reserves the right to revise the contract to reflect changes in the University's costs of operation.
- 2.15 The contractor shall be financially responsible for obtaining all required permits (including parking), licenses, zoning and occupancy approvals prior to occupancy, and bonds to comply with pertinent Board of Regents/University of Wisconsin System regulations, and municipal, county, state and federal laws, and shall assume liability for all applicable taxes including but not restricted to sales and property.
- 2.16 The contractor shall furnish all supplies, equipment, management and labor necessary for the efficient operation of the specified services included in this contract, subsequent extensions and amendments.
- 2.17 The contractor shall occupy and use the premises, as defined by the University, only for Campus Card and ATM service. The University shall not guarantee an uninterrupted supply of electricity or heat. The University shall be

diligent in reporting service following an interruption. The University shall not be liable for any loss that may result from the interruption or failure of any such utility services.

- 2.18 The University shall have the right to make reasonable regulations on the safety, sanitation, maintenance and use of ATM Service areas and the contractor agrees to comply with such regulations. Authorized representatives of the University shall have the full right of access to all service areas at all times with prior notice to the contractor.

With respect to the University's right to approve modifications or improvements to the premises, to inspect the premises to or take any action within the premises, including cleaning and maintenance, the University agrees that all of University's actions with respect thereto shall be taken after due consideration of Contractor's for security and for maintaining the confidentiality of Contractor's records with respect to its customers and its internal affairs. Nothing herein shall be deemed to grant University, its agents or employees, unlimited access to Contractor's records kept within the premises, including computer records, and no such records shall be deemed public records because of any rights granted The University herein. Access to Contractor's premises shall be granted only to those agents, contractors or employees of the University who are required to have access to Contractor's premises in order to fulfill the obligations of University hereunder. The University shall maintain at all times a complete and accurate list of all persons who have keys to Contractor's premises and who may be granted access to Contractor's premises during non-business hours. Said list shall be furnished to the Contractor upon contractor's request.

2.19 Assignment

The contractor cannot assign this contract, sublease the premises nor to permit the use of the premises by anyone other than the contractor unless prior written approval by the University has been received.

3.0 GENERAL CAMPUS CARD AND ATM SERVICE TERMS

3.1 Scope and Background

The contractor shall furnish the services and requirements of this contract in accordance with the provisions embodied herein. In order to assure consistent and integrated financial services on campus there are two service requirements contained in this RFB:

- Campus Cards Agreement, and,
- Campus Automated Teller Services.

The University wishes to establish a contract with a bank or credit union to utilize the University's Campus Card as an instant issue signature based bank debit card. This program will further enhance the value and convenience of the Campus Card and offer students and the campus community the potential advantage of a fully integrated and convenient financial services package.

ATM Service shall be available to all students, faculty, staff and visitors. It is understood that the Contractor has no control over any restrictions or limits that any individual financial institution may impose upon any person having access to ATMS, including persons who would otherwise be considered eligible users. The University's Institutional Banking Services and Institutional Credit Cards are not part of this bid.

This contract does not include Student Loans and/or Student Credit Cards. The University will not endorse these products, offer preferred promotional opportunities, allow promotion in the general areas of the Student Union, or any other special access or channel beyond those available to other merchandisers of these products except those specifically noted.

Blugold Card Office Background: The Blugold Card Office administers campus card services for the campus.

Campus Card Services: The University has 14,000 Campus Cardholders and the ID office annually prints over 4,400 new and replacement cards. The University currently participates in the MAXX program and issues the MAXX Card to all students, faculty, staff, and affiliates and anticipates a comparable program resulting from this solicitation.

The University uses three printers and the ID Works card production system. The Campus Card is known as the Blugold Card and is used for door access as well as a variety of campus services. The Campus Card can also be used as a form of payment at over 20 on campus locations. The Blugold Card does not have any ties to a banking institution and is not part of this RFB.

The University currently offers a one card solution which connects the Blugold Card to an optional student/faculty checking account which can be used as a signature based VISA debit card on and off campus. The one card is the card included in this RFB. The University currently uses the Black Board System for dining, laundry, copying, vending, and printing.

Automated Teller Machines: UW-Eau Claire currently has four ATMs on campus, two of which are included as part of the services being procured in this RFB. This agreement expires June 30, 2010. Detailed information for the two current ATMs included in this RFB can be found in Appendix 1.

3.2 Goods and Services Offered

In addition to the primary elements identified above, The University has also identified a number of objectives that are expected to be met through this contract:

- Provide high quality and convenient Campus Card and ATM services to students and staff.
- Allow a student or staff member to opt in and link their University Campus Card to a personal bank account so that the Campus Card can be used as a signature based ATM and debit card.
- Allow the signature based ATM and debit Campus Card to be instantly issued on site and in cooperation with the Blugold Card Office.
- Allow for direct deposit of payroll checks.
- Provide integrated Automated Teller Services (ATM) across campus.
- Provide marketing assistance to promote Campus Card and ATM services.
- Provide programming to educate students on financial management principles.
- Provide revenue to support on-campus programming and development.

The automated teller machines to be installed are to be certified by a banking affiliate or other major provider as approved by the University and handicapped accessible.

“Full Service” ATM machines shall provide customers with at least the following functions:

1. Cash withdrawal from checking
2. Cash withdrawal from Savings Accounts
3. Cash advance from credit card
4. Transfer from checking to savings
5. Transfer from savings to checking
6. Payment to credit card or loan
7. Balance Inquiry
8. Braille Keypad Access
9. Deposits to Financial Institutions

“Limited Service” ATM machines shall provide customers with the following functions:

1. Cash withdrawal from checking
2. Cash withdrawal from Savings Accounts
3. Cash advance from credit card
4. Transfer from checking to savings
5. Transfer from savings to checking
6. Balance Inquiry
7. Braille Keypad Access

It is the University's desire to provide ATM users access to several financial institutions through a national ATM network. Bidders shall state their affiliation(s) or their intent to affiliate with networks as part of the bid submittal information.

3.3 On Campus Personnel, Employment and Staffing

Contractor must provide knowledgeable individuals, acceptable to the University, who will provide the following administrative support functions:

The Contractor shall appoint a Contract Administrator to consult with the Service Operations Manager on current and future services and act with full authority on the Contractor's behalf in all matters pertaining to the University and Contract requirements.

As part of bid response, bidder must identify the person(s) responsible for the Contractor's Affirmative Action Bids.

Contractors shall have in their employ, sufficient qualified and competent personnel to perform work promptly and in accordance with Contract requirements.

The Contractor, its officers, agents and employees, in the performance of this Contract shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of The University. Contractor agrees that it shall take such steps as may be necessary to ensure that each subcontractor or contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer or partner of The University.

Contractor shall be responsible for personnel relations of payrolled employees. Contractor shall comply with all applicable government regulations related to employment, compensation and payment of personnel.

Contractor's personnel shall observe all regulations of The University. Failure to do so may be grounds for the University to request reassignment of the Contractors staff. Once a Contractor's employee has been reassigned, they shall not be transferable to another UW System campus serviced by the Contractor and cannot be used for any other The University services provided by the Contractor in the future.

Contractor shall provide identification of employees that is mutually acceptable by the University.

3.4 Parking

If parking is required, contract employee parking fees shall be paid directly to the University by the employee or Contractor and shall not be expensed to the Blugold Card Office.

3.5 Advertising and Promotion

The contractor shall provide \$18,000 toward marketing to include: marketing activities and materials, website advertising and special events specific to contracted services. The University shall cooperate by providing space for display and/or pickup of promotional materials. The University also agrees to include information about Branch Campus Banking Services and Programs, where appropriate, in its various brochures and publications.

The contractor shall pay all costs of newspaper advertisements, brochure printing, and similar publicity costs of materials developed and mutually agreed upon. Posting or distribution of handbills or other printed matter in or on the University building is subject to existing building rules and regulations. Examples of specific past marketing materials are included in Appendix A.

The Contractor may not use the University of Wisconsin-Eau Claire or UW- Eau Claire logo or other UW- Eau Claire symbols in advertising its goods and/or services or in any way imply sponsorship of the contractor by the University.

The Contractor agrees that use of the facilities does not in any way constitute an endorsement of Contractor's business by the University or the State. The Contractor agrees not to use promotional or marketing material which state expressly or by fair implication that the University endorses either the Contractor or any sponsor of such material.

Contractor agrees to work with the Service Operations Manager to provide access to ATM terminal displays for in-house advertising messages. Contractor may at any time preempt these messages to instruct eligible users on how to use ATM equipment. No third party advertising shall be allowed on any ATM covered under this contract. The Service Operations Manager shall approve all advertising on the ATM terminal.

The University acknowledges that the Contractor has no control and is not responsible for any promotional activities by other group financial institution or firms. The University shall provide and assist the Contractor with means of presenting promotional display information to eligible users on ATM equipment. Nothing herein shall limit the right of the Contractor, any financial institution, or network provider to include the designation of ATM equipment on any list of automatic banking facilities distributed or published by such institution.

Equipment bearing UW- Eau Claire marks, logos or other indicia of the UW-Eau Claire must be purchased from University licensees.

3.6 Requirements of the Card Agreement

Participation in the program allowing use of the Blugold as an instant issue, signature based VISA debit card shall be an opt-in agreement. Cardholder must choose to enroll with the financial institution in order to establish an account.

UW-Eau Claire shall retain ownership of any personal cardholder data collected by UW-Eau Claire and will only exchange data that would be available to any other merchant in accordance with UW-Eau Claire policy.

UW-Eau Claire shall retain control of all aspects of the ID including design, ID numbers, issuance and card technology.

Contractor shall provide cardstock, card film and ink to be used for the instant issue, debit Campus Card. There are currently 13,500 University Campus Cards in use. Approximately 4,500 ID's are currently partnered with the University's banking contractor. We provide roughly 1,300 replacement ID's for the current instant issue signature based VISA debit card. The contractor will need to provide card stock, film and ink for roughly 5,800 ID's for the first year of the contract and should use this quantity in developing the bid response.

Contractor will work under the direction and approval of the University with respect to marketing requirements. Contractor is also required to provide supporting documentation detailing the marketing activities and associated expenditures.

No replacement fees will be charged by the contractor for replacement Campus Cards.

Direct deposit to the optional student or employee checking account shall be available, but not mandatory.

The new contractor will be required to re-card all current holders of the bank partnered cards. A staff of four contractor staff will be required for the re-carding for a two week time period. Re-carding would take place within the first month of contract issuance.

At the end of the contract term, Contractor shall not require the University to re-issue cards regardless of any vendor logo remaining on the Campus Card. (Cards are valid for five years from issuance.)

3.7 ATM Requirements

The University shall not provide, design, issue, control and pay for the user identification transaction plastic cards authorizing individual use of the ATM.

The Contractor must provide full service ATM service at two locations: Hilltop Location 1 and Davies Center Location 2.

All ATM locations will be surcharge free or otherwise maintained free of any Service Charges assessed at the terminal for any user.

The successful contractor must maintain at least two ATMs, without expense to the University, for the length of the contract, regardless of experienced volume. These will be terminals in locations where the University believes it is critical to provide ATM service.

The contractor shall provide each ATM location with operating instructions and information on how malfunction reports may be made. The University shall approve the display of all required permits, licenses, price regulation, or other information.

Industry improvements on ATM equipment occurring during the life of this contract may be incorporated by the contractor on the originally installed equipment and subsequent installations where it is deemed feasible by the University and mutually agreed by the contractor. Such improvements may include the ability for students to access information or make payments to the University via ATM or University Debit Card use.

The contractor shall keep the University informed of new industry security measures in use. The University may, at its option, institute or execute new measures required to accomplish maximum property, product and revenue security when presented in writing by the contractor.

3.8 University Educational programs

The Contractor shall with prior approval of the Service Operations Manager provide a minimum of two programmatic activities during the fall and two programmatic activities during the spring semesters; concentrating on areas such as successful financial habits and budget planning. This includes contractor responsibility for educational seminars and workshops on financial wellness.

4.0 EQUIPMENT, SPACE AND UTILITIES

4.1 Equipment Requirements

It is the responsibility of the contractor to obtain all necessary authorizations to install and operate the ATM equipment specified in the chosen network. Equipment must be maintained throughout the life of the Contract free and clear of liens, mortgages, and encumbrances unless otherwise agreed by the University and UWSA.

The University shall require the Contractor to install ATMs.

Contractor shall install equipment at all locations. Any used equipment provided shall perform like new equipment and shall be inspected by the Service Operations Manager to determine acceptance prior to installation.

The University and Contractor shall mutually agree on installation location of the required equipment when and if relocation of ATMs is needed. The Contractor shall assume sole expense and risk to place, install and maintain all ATS equipment. Contractor shall clean and service the ATS equipment. All installation and alterations to the existing space and facilities shall have prior approval of Service Operations Manager. The

University shall assume the costs of decorating the area including, but not limited to painting, carpet, and wall covering.

At regular intervals during the Contract period, the amount of required equipment shall be examined by the Service Operations Manager and Contractor with the objective of providing the best possible service to eligible users.

Repairs. Contractor shall make every reasonable effort to optimize ATM up-time.

1. Preventative Maintenance. Contractor shall institute and maintain a program of preventive maintenance and regular replacement of worn, damaged, or malfunctioning ATS equipment. Contractor shall refrain from performing preventative maintenance during times of peak usage.
2. Unanticipated Repairs. Contractor must provide repairs within three hours of notification, during the hours of 7:00 a.m. to 10:00 p.m., Monday through Friday, excluding University holidays. Repairs on weekends and holidays must be responded to within 24 hours of notification.
3. Total Replacement. In the event of major failure or malfunction, when equipment will be out of service for more than 24 hours, Contractor shall install replacement equipment or obtain permission from the Service Operations Manager to extend down-time and post notification of alternate ATMs.

As "state of art" ATS capabilities evolve, the University intends to discuss with the Contractor the feasibility of necessary equipment and programs for new technological developments at mutually agreed locations. Such developments may include ability for students to access information and to make payments to the University via ATS. Terms of such new installations shall be by mutual agreement of the University and Contractor.

Contractor shall keep the University informed of new industry security measures in use. The University may institute or execute such measures required to accomplish maximum property, product and revenue security when presented, in writing, by the Contractor and mutually agreed by the University.

Removal of Equipment Upon Termination of Contract

1. Upon termination or expiration of this Contract, Contractor shall vacate and return the premises to the University in the same condition at the time the Contractor entered the premises, reasonable wear is expected.
2. The University may retain intact any leasehold improvements, except the ATS equipment or its identification sign, or require that the Contractor remove such leasehold improvements within fifteen days from the termination of this Contract.
3. ATS equipment not removed from the University locations on termination of this Contract after 10 days written notice to the Contractor may be removed and treated as abandoned property by the University. Contractor shall assume all costs of removal, storage and product and revenue loss.
4. To ensure the continuation of ATS, the Contractor shall honor the University's request to extend the Contract to allow for delivery and installation of new equipment for start of the new Contract.

4.2 Space Requirements

Contractor shall occupy and use the premises of the University only for ATS operations and any other areas designated for contractor operations.

Contractor shall provide building staff access behind ATMs for cleaning at least twice a year.

4.3 Utilities

Where necessary, utilities shall be brought to the equipment by the University. Contractor shall be responsible for paying connection costs from the equipment to the provided utility source. Contractor shall

provide all communication lines, security and alarm circuits including necessary conduit whether on or off the premises. Installation and routing of these circuits and conduit must be approved by the University. Telephone service including computer connection circuits shall be available at the Contractor's expense subject to availability of circuits.

Contractor shall be responsible for costs of all telephone line installations and hookups to ATS equipment including alarm installations from the ATS locations to the campus alarm system located at Police and Security Facility.

The University will not be responsible for any other charges not listed in this document.

4.4 ATM Ownership

Ownership of all ATM equipment shall remain with the contractor. The University agrees to take such measures as may be reasonably required, as defined by the University, for the protection against loss by pilferage or destruction. Required equipment repair expense is the contractor's responsibility.

4.5 Equipment Installation and Test Period

The equipment shall be placed, installed and maintained at the sole expense and risk of the contractor. Testing of by the Contractor shall be coordinated with the Service Operations Manager, or designee. The Contractor shall work under the direction of the Services Operations Manager, or designee, to determine the testing schedule and acceptance of the results within a mutually agreed upon time frame.

Permits, Licenses, Operating Instructions

- 4.6 The contractor shall provide each ATM location with operating instructions and information on how malfunction reports may be made. The University shall approve the display of all required permits, licenses, price regulation, or other information.

5.0 ACCOUNTING AND PAYMENTS

5.1 ATM Accounting

5.1.1 Record Retention

The contractor shall maintain complete and accurate records of ATM transactions for each machine following accepted industry accounting practices. All financial records and statements of University operations shall be retained for three years from the close of each year's operation.

5.1.2 Transaction Definition

An ATM transaction is defined as a single credit or debit of funds to cardholder's accounts. This includes cash advance from a credit card, payment to credit card or loan transfer of funds from one account to another and other debit or credit transactions accepted and recorded by the national ATM network specified.

Under some circumstances, a balance inquiry may be defined as a transaction resulting from a card holder requesting the balance in their account.

5.1.3 Monthly statement

The contractor shall provide the University with a monthly statement detailing the number of ATM transactions and commissions (if applicable) per ATM for the month and cumulative for the contract

year. The contractor shall provide a method to independently verify the transaction counts each period to the satisfaction of the University. This method shall be developed jointly by the University and the contractor and agreed to prior to the start of the contract. The contractor is required to send a copy of the monthly statement to UWSA Procurement Services.

Statement Review

On request of the University the contractor shall meet with the University and review each monthly statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. If applicable, monthly statement adjustments required because of review and/or audit shall be identified and reflected on the next monthly statement.

5.1.4 Transaction count disclosure

The contractor shall provide a method to independently verify the transaction counts each period to the satisfaction of the University. This method shall be developed jointly by the University and the contractor and agreed to prior to the start of the contract. The contractor shall not be required to verify transaction counts by any method which might result in the disclosure of confidential information to the University which is proprietary to the contractor, any other financial institution, or group of financial institutions and would violate any applicable law or regulation, including the joint rules of the Commissioner of Banking and the Commissioner of Savings and Loan.

5.1.5 Malfunction Report

The contractor shall provide the University with a monthly report for each machine listing all system malfunctions. This report shall list the date and time of each malfunction, the time of service restoration, and the nature of the malfunction, and uptime percentage per location.

5.2 Payments

Section 9.0 Bid Submittal Form is comprised of the following three sections and is to be used by Bidders when submitting financial bids:

Market Participation Payments

The preferred method of compensation for the instant issue, signature based VISA debit card program is with Market Participation Points. The participation percentage will be determined by dividing the number of active checking accounts attached to the Instant issue, signature based debit card by the universe of potential prospects (estimated at 11,000 total students). An active checking account is any account that is open, has funds, and is attached to a University BluGold Card. The table is "scalable" based upon adjustments to the University community members as defined above.

Participation%	Annual Royalty Payment	Account Range

Annual Contractor market participation payments to the University will be based on the actual participation rate on each contract anniversary date and payable to the University within 30 calendar days.

For reference purposes, the table below was used for compensation purposes in the prior contract.

Participation%	Annual Royalty Payment	Account Range
1-15%	\$15,000 lump sum payment	0-1,700
16-25%	\$30,000 lump sum payment	1,701-2,800
26-35%	\$50,000 lump sum payment	2,801-3,900
36-45%	\$75,000 lump sum payment	3,901-5,000
46-55%	\$100,000 lump sum payment	5,001-6,100
56-65%	\$130,000 lump sum payment	6,101-7,200
66%+	\$175,000 lump sum payment	7,201-11,000

The contract payments began in the 1% to 15% participation rate. Years four and five of the contract have been paid at the 26% to 35% participation rate.

Other Costs/Revenue

Bidders are to use Bid Submittal Form on which to complete and submit other costs and revenue. In addition to completing the Form, bidders should provide supporting narrative.

Revenue Sharing

Detail all revenues to the University related to the products and services proposed in the above sections of this bid. Be sure to list all revenues for the following items in addition to other potential revenue stream:

- Interest on debit campus card accounts
- Commissions
- Activation fees
- Other revenue.

Direct Costs

Detail all costs to the University for the products and services proposed in the above sections of the bid. List all costs included on Bid Submittal Form as well as other related costs. Where options are required or proposed, clearly identify all options with complete costs. Direct costs apply only to those expenses currently incurred by the University which will be assumed by the Contractor. This information must be verifiable.

Audit

Any records pertaining to the operations of this service including ATM shall be open for inspection and/or audit by the State and/or University of Wisconsin at any or all reasonable times.

Nothing in this contract shall be construed to require the contractor to provide or perform any service or disclose any information which is illegal or contrary to applicable law or regulation.

ATM Statement Review

On request of the University the contractor shall meet with the University and review each monthly statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. Monthly statement adjustments required because of review and/or audit shall be identified and reflected on the next monthly statement.

8.0 BIDDER'S QUALIFICATIONS AND INFORMATION

It is the purpose of this invitation to bid to obtain complete data from each bidder to enable the University to determine which bidder is best able to serve all of the criteria that are to be considered in the award of this contract.

Bidders shall provide a written response to all required Bidder's Information. Each response shall be numbered to coincide with the Bidder's Information numbering and presented in the sequence listed. The Bidder's Information should be prepared simply and economically, providing a straightforward, concise description of that which is required. Emphasis should be on completeness and clarity of content. Elaborate Marketing materials are not desired.

The qualification criteria which the bidder's must meet to be considered for an award are:

- * Reference checks from a minimum of three (3) clients currently under contract with your company must indicate high quality of service has been performed consistently.
- * Financial capacity of the bidder must be sufficient to support the specified service; provide initial equipment and labor and cash flow to guarantee performance.
- * The bidder's response must clearly demonstrate the capacity to handle the requirements of this contract in addition to current workload.
- * Management and staffing requirements for this contract are satisfied.

Required Bidder's Information is as follows:

- 8.1 Name and address of operating company and the names of all the owners or principles of the company or corporation.
- 8.2 A list of three (3) Institutional clients with contact names and phone numbers that may serve as a reference for your ability to provide university campus card and ATM services.
- 8.3 A table of company organization and a plan for the administrative management and staffing proposed under the specifications of this contract.
- 8.4 Complete description of services your company will provide to the University.
- 8.5 A description in detail of your education and training programs for students, faculty and staff.
- 8.6 A representative listing of professional associations in which your company maintains membership relevant to campus banking services.
- 8.7 A representative listing of banking related information your company intends to make available to the University community.
- 8.8 Business Plan for marketing the Campus Card program include sample copies of promotional and advertising literature to be used.
- 8.9 Such other information as the bidder deems pertinent for consideration by the University.

The bidder shall furnish and include the above required data and information with the bid. Statements are required to be complete and accurate. Omission, inaccuracy or misstatement may be sufficient cause for rejection of the bid.

9.0 BID SUBMITTAL FORM for CAMPUS CARD AND ATM SERVICES

SUBJECT: CAMPUS CARD and ATM Service for the University of Wisconsin – Eau Claire

We, the undersigned, in compliance with the Request for Bid Number JS-10-2486 for CAMPUS CARD and ATM Service dated May 11, 2010, hereby bid the following payments to the University of Wisconsin for CAMPUS CARD and ATM as follows. In making these bids acknowledge that we have read and understood this Request for Bid and hereby submit our bid in accordance with the terms and conditions of the bid specifications and agree to fulfill our legal obligations pursuant to the attached contractual provisions.

MARKET PARTICIPATION PAYMENTS

Participation%	Annual Royalty Payment	Account Range

OTHER COSTS/REVENUE

REVENUE SHARING

1 Other revenue (please provide additional information/description) \$ _____

DIRECT COSTS

1 Campus cards \$ _____

2 Campus card supplies \$ _____

3 Campus card re-carding \$ _____

TOTAL NET REVENUE \$ _____

BY _____

SIGNATURE _____

TITLE _____ DATE _____

FIRM _____ FEIN _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____ EMAIL _____

APPENDIX A

University of Wisconsin – Eau Claire

Date –May 10, 2010

1. Student Enrollment

University Population - Headcount (FTE)

Academic year	2008-2009	2009-2010	2010-2011 (est.)
Student Enrollment	10,418	10,615	10,700
Faculty/Staff	1110	1103.5	1105

Summer session	2008-2009	2009-2010	2010-2011 (est.)
Student Enrollment	2318	2392	2390

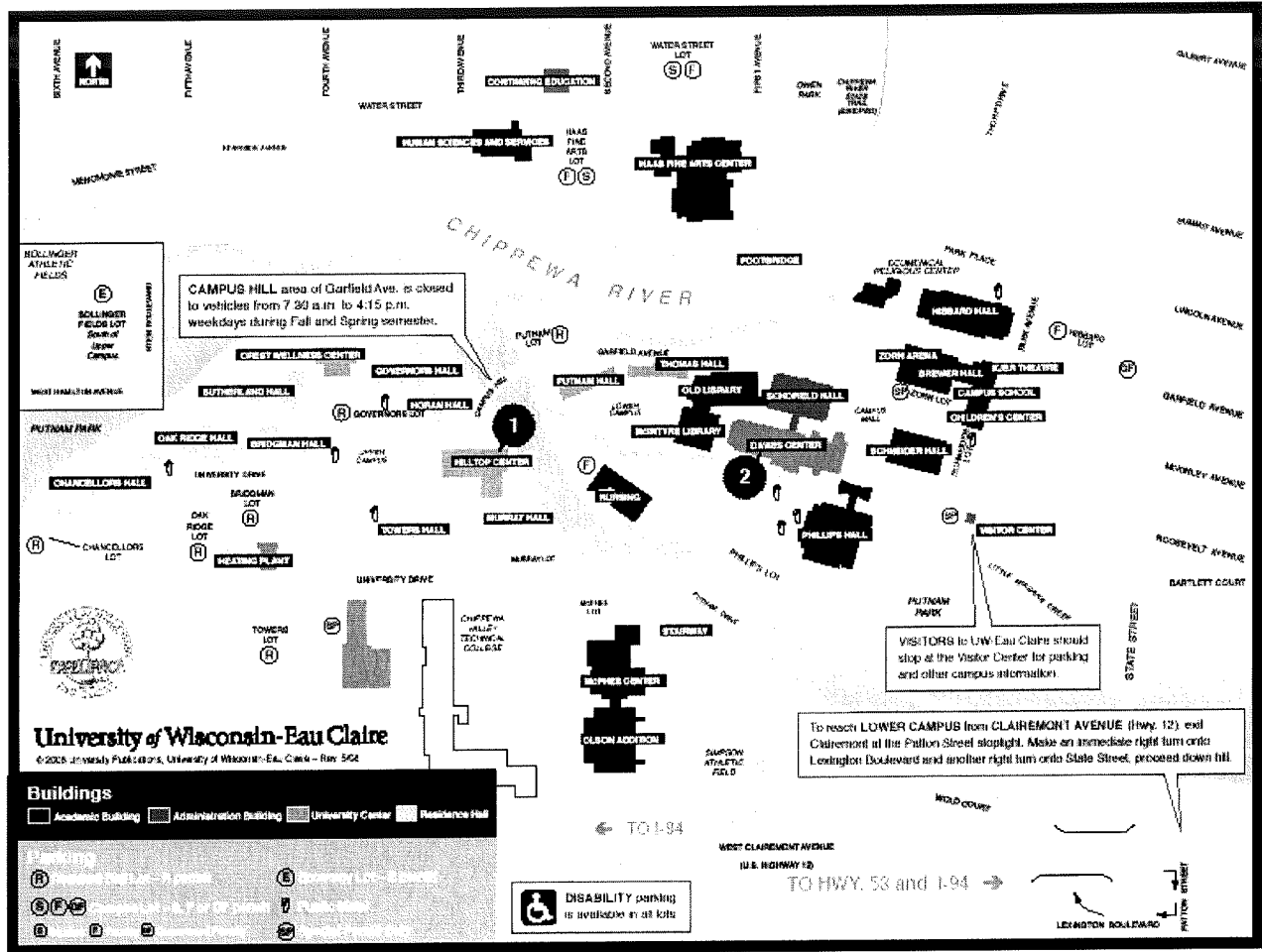
2. UW-Eau Claire Campus Community Information can be found at:

<http://www.uwec.edu/ECarea.htm>

3. Current advertising and promotional programs and expenditures

- Plastic pencil pouches for new student orientation binders (approx. 5,000 per year)
- Resident hall fliers using four color and black and white copy (approx. 8,000 per year)
- Welcome letter for incoming freshman (approx. 2500 per year)
- Tri fold campus banking brochures, four color (approx. 5,000 – 6,000 per year)
- Brochure on one card (approx. 6,000 per year)
- Banners
- \$400 per year for summer freshman orientation daily cash prize
- Spectator advertising

4. Campus Map:



STANDARD TERMS AND CONDITIONS

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, the Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a

twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 266-3590.

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:


1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name	<u>U.S. Bank</u>
Authorized Representative	<u></u> Signature
Authorized Representative	<u>Whitney R. Bright</u> Type or Print
Date	<u>June 1, 2010</u>

This document can be made available in accessible formats to qualified individuals with disabilities.

2. All other items in RFB remain unchanged.

The below addenda have been received and considered in preparation of this RFB. Please complete the acknowledgment by signing and inserting the date of the addenda.

We acknowledge: addendum #1 WB MMB date June 1, 2010
We acknowledge: addendum #2 _____ date _____

SIGNED *Whitney R Bright* TITLE VP, General Manager

FIRM U.S. Bank

ADDRESS 100 Ungerboeck Park

CITY O'Fallon STATE MO ZIP 63368

TELEPHONE (636) 300-5653 FAX (636) 688-3267

E-mail whitney.bright@usbank.com

FEIN 31-0841368

DATE June 1, 2010



Office of Procurement

780 Regent Street, Room 145
Madison, Wisconsin 53715
(608) 263-4584
(608) 262-8589 Fax

website: <http://www.uwsa.edu/proc>

July 6, 2010

Whitney R. Bright
VP, Campus Banking
U.S. Bank
100 Ungerboeck Park
O'Fallon, MO 63368

Reference: Campus Card and ATM Services for the University of Wisconsin - Eau Claire

Dear Ms. Bright:

After careful review, we find your bid response dated June 3, 2010 and associated follow-up correspondence (June 9, 15 and 16) acceptable and in the best interests of the University of Wisconsin System. The contract will be issued to you upon receipt of the following documents:

rec'd 7/14/10

1. A performance bond or an irrevocable letter of credit (sample enclosed) in the amount of \$8,000 made payable to the State of Wisconsin, University of Wisconsin System, for the University of Wisconsin - Eau Claire to assure delivery of contractual services identical to that specified and ordered.

rec'd 7/28/10

2. The attached "Certification of Insurance" form completed and signed by your insurance or carrier, confirming that the types and amounts of insurance specified in our bid inquiry are currently being maintained by your firm.

rec'd 7/28/10

Two signed and dated copies of the Contract Acceptance Form (UW-P-101) attached.

The Performance bond or irrevocable letter of credit shall cover the entire contract period commencing July 1, 2010 and shall reference Contract No. UC-10-2486. The performance bond or letter of credit shall provide that the University of Wisconsin System, Office of Procurement and contractor be notified in writing by the issuer a minimum of thirty (30) days prior to cancellation, expiration or material change.

The insurance certificate shall be for the initial contract period of one (1) year and shall be extended by the contractor for each subsequent year of the contract.

These policies shall contain a covenant requiring thirty (30) days written notice by the insurer to the University of Wisconsin System, Office of Procurement, 780 Regent Street, Madison, WI, 53715, before cancellation, reduction or other modifications of coverage.

Failure to furnish the above documents within 21 calendar days from the date of this request may result in cancellation of further contract award consideration. If you have any questions, feel free to contact me at 608-265-0557.

Very truly yours,

Jacqueline Sommers Smith
Procurement Specialist - Senior

Enclosure



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT	\$ 100,000
						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Board of Regents of the University of Wisconsin System, its officers, agents and employees shall be added as an additional insured under commercial general and automobile liability policies.

CERTIFICATE HOLDER	CANCELLATION
UWSA Procurement 780 Regent St Suite 145 Madison WI 53715	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

IRREVOCABLE COMMERCIAL STRAIGHT LETTER OF CREDIT (sample)

Date: _____

Credit No: _____

Contract No: _____

Beneficiary: _____

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

We hereby authorize you to draw on: (Name of Issuing Bank, City & State, Telephone No., and Fax No.)

For account of: (Name and Address of Contractor) _____

Up to the aggregate amount of: _____ or the amount of the claim, whichever is less.

Available by your drafts at site: _____

ACCOMPANIED BY Beneficiary's signed certificate stating that _____ (name of the contract company), the contractor, has failed to perform promptly and faithfully its obligation under the contract for providing _____ service with the University of Wisconsin System - _____ (campus) dated _____.

Partial Drafts are permitted.

We hereby agree with drawers, endorsers and bona fide holders of drafts drawn under an in compliance with the terms of this credit that the same will be duly honored if presented at this office on or before the final expiration date of the contract plus ninety (90) days together with this Letter of Credit. Any accounts due and payable prior to the contract expiration date can be drawn from the Letter of Credit for ninety (90) days after the contract expiration date. It is a condition of this Letter of Credit that it be automatically extended annually from the present or any future expiration date hereof, unless 60 days prior to any such date we shall notify in writing the University of Wisconsin System and contractor by registered mail that we elect not to so renew this Letter of Credit.

All drafts must be marked - drawn under: (Name of Issuing Bank)

This Letter of Credit is subject to the Uniform Customers and Practice for Documentary Credits, International Chamber of Commerce, Publication No. 400 effective October 1, 1984.

Authorized Signature

Date

Title

Phone

Fax

UW-P-101 (Rev. 1/98)
UNIVERSITY OF WISCONSIN
SYSTEM ADMINISTRATION
OFFICE OF PROCUREMENT
780 REGENT STREET
MADISON, WI 53715

CONTRACT NO. UC-10-2486

C O N T R A C T

COMMODITY OR SERVICE: Campus Card ID & ATM Services for the University of Wisconsin – Eau Claire

PERIOD OF CONTRACT: July 1, 2010 through June 30, 2015

This contract is entered into by and between the State of Wisconsin, University of Wisconsin - System dba University of Wisconsin – Eau Claire, and U.S. Bank.

Whereby University of Wisconsin - System Office of Procurement agrees to direct the purchase and the Contractor agrees to supply such requirements of the commodity or service cited above in accordance with the terms and conditions of Request for Bid No. JS-10-2486 and in accordance with Contractor's bid response dated June 3, 2010 and associated June 2010 correspondence which are hereby made a part of this contract.

Contracts estimated to be twenty five thousand dollars (\$25,000) or more require the submission of a written affirmative action plan. Contractors with an annual workforce of less than ten employees are excluded from this requirement.

Within fifteen (15) days after the award of the contract, the plans shall be submitted to the University of Wisconsin System Administration, Office of Procurement, 780 Regent Street, Madison, WI 53715. Contractors and bidders are encouraged to contact this office for technical assistance on Equal Opportunity.

TO BE COMPLETED BY CONTRACTOR:

FOR: STATE OF WISCONSIN
UNIVERSITY OF WISCONSIN SYSTEM

FIRM NAME _____

_____ FIRM ADDRESS

BY: Jacqueline Sommers Smith

BY: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: Procurement Specialist - Senior

TITLE: _____

DATE: _____

DATE: _____

PHONE: 608-265-0557

PHONE: _____

FEIN: _____



Office of Procurement
780 Regent Street
Madison, WI 53715
(608) 265-0557
(608) 262-8589 Fax
website: <http://www.uwsa.edu>

June 16, 2010

Whitney R. Bright
VP, Campus Banking
U.S. Bank
100 Ungerboeck Park
O'Fallon, MO 63368

Reference: Request for Bid No. JS-10-2486
Campus Card and ATM Services for the University of Wisconsin - Eau Claire

Dear Ms. Bright:

After careful review, we find your bid response acceptable and in the best interests of the University of Wisconsin System. Therefore, it is our intent to award this contract to you. This letter represents intent to award only and not a contractual commitment.

If you have any questions, please contact the undersigned within five (5) working days after the date of this notice.

Sincerely,

A handwritten signature in cursive script that reads "Jacqueline Sommers Smith".

Jacqueline Sommers Smith
Procurement Specialist - Senior

cc: James Homer
Malinda Hebert
Candy Wilson
Steve Slind
Rich Lampe

AMENDMENT NO. 1

UW SYSTEM ADMINISTRATION
SYSTEM PROCUREMENT OFFICE
780 REGENT STREET
MADISON, WI 53708

CONTRACT NO. 10-2486
DATE: 06-24-2016

COMMODITY OR SERVICE: Campus Card, ATM and On-Site Banking Services for the University of Wisconsin-Eau Claire.

CONTRACT TERM: June 1, 2010 through June 30, 2017.

VENDOR: US Bank National Association
Campus Banking
6940 Mission road/SL-KS 9255
Prairie Village, KS 66208

FEIN: 31-0841368

REVISIONS:

Revision No. 1: This Revision adds the following language to contractual agreement no. 10-2480 Bank Card ID and ATM Services as Attachment Number 1 as follows:

Attachment No. 1

Pursuant to the Agreement dated as of June 1, 2010 and as amended thereafter (the "Agreement"). Bank agreed to be the exclusive provider of campus ID card banking services to the University that may be accessed by and through an identification card. (all capitalized terms not defined herein will have the definition given to them in the Agreement)

Pursuant to the Department of Education's release of a new rule amending part 668 of Title 34 of the Code of Federal Regulations, University and Bank want to make this Amendment part of the Agreement to reflect the necessary contractual changes required by the new rule to the current Agreement. The parties agree that the provisions of this Amendment are to supersede any conflicting terms in the Agreement or any amendment thereto.

Therefore, in consideration of the premises, the mutual covenants hereinafter set forth, the payments provided for in this Amendment, and other good and valuable consideration, the parties agree as follows:

BANKING SERVICES

ID Card Selection and Activation. Users will have the option of selecting the standard ID card without banking services or the Visa-branded Maxx Card with Banking Services. Users with an active Bank Checking account are able to activate the ATM/PIN based POS functionality, or obtain a Maxx Card with ATM/Visa debit functionality, for no additional fee.

Account Features. Bank will offer a checking account product with student and workplace benefits, account features and fees are available upon request. Bank reserves the right to amend or enhance such features and fees from time-to-time, but will never charge additional fees for opening a student checking account, or allow the ID card to be marketed, portrayed or converted into a credit card. Additionally, all Bank-branded ATMs on University's campus will be free of transaction charges to Bank account holders when accessing their account with a Bank ATM/Debit Card or linked ID card throughout the Term of this Agreement and any renewal periods. Additional enhancements to banking services will be subject to further agreement of both parties.

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, and will include the mean and median of the actual costs incurred by student account holders.

ADDITIONAL TERMINATION RIGHTS Termination rights provided for under this Amendment apply only to the Campus Card ID program and do not give any further termination rights whatsoever to University in connection with any On-Site Bank License/ Lease Agreement, ATM Agreement or any other ancillary agreements, exhibits, or addenda.

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 are excessive.

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 students under this Agreement are not consistent with or are above the prevailing market rates for the banking services.

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.

Notice address for U.S. Bank:

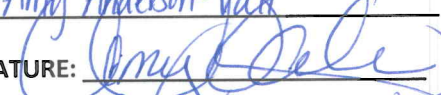
**U.S. Bank national Association
Campus Banking
Attn: Vincent Roos, Vice President
6940 Mission Road/SL-KS 9255
Prairie Village, KS 66208**

ACKNOWLEDGEMENT:

Unless this office is informed in writing by the contractor within ten (10) working days of the date of this amendment, the above revisions will become a part of the contract on the effective date shown.

TO BE COMPLETED BY CONTRACTOR:

**FIRM NAME: U.S. Bank
FIRM ADDRESS: 6940 Mission Road/SL-KS 9255
Prairie Village, KS 66208**

BY: Amy Anderson-Vali
SIGNATURE: 
TITLE: SVP, Regional Manager, On-Site Banking
DATE: 6/29/2016
PHONE: 602-222-4582
EMAIL: amy.andersonvali@usbank.com

FOR THE ADMINISTRATIN OF THIS CONTRACT AMENDMENT CONTACT:

**Paul D. Schlough
Procurement Specialist – Senior
UW System Administration Office of Procurement
Phone: 608-265-0557
E-Mail: pschlough@uwsa.edu**



Office of Procurement
780 Regent Street
Madison, WI 53715
(608) 263-4584
(608) 262-8589 Fax
website: <http://www.wisconsin.edu>

Mr. Daniel Hoke
US Bank – 2nd Floor
EP-MN-0316
9633 Lyndale Avenue South
Bloomington, MN 55420

July 19, 2012

Mr. Hoke,

Find enclosed the signed copy of the 5/17/2012 Amendment to contract JS-10-2486, ATM and On-Site Banking at the University of Wisconsin Eau Claire.

If you have any questions, do not hesitate to contact me.

Thank you and have a great day,

Barbara Owca
Contract Specialist
UWSA Office of Procurement
780 Regent Street
Madison WI 53715
bowca@uwsa.edu

UW SYSTEM ADMINISTRATION
SYSTEM PROCUREMENT OFFICE
780 REGENT STREET
MADISON, WI 53708

A M E N D M E N T

CONTRACT NO. JS-10-2486
DATE: 5/17/12

COMMODITY OR

SERVICE: Campus Card, ATM and **On-site Banking** service for the University of Wisconsin – Eau Claire

CONTRACT TERM: July 1, 2010 through **June 30, 2017**

VENDOR: U.S. Bank National Association (“Contractor”)
800 Nicolet Mall
Minneapolis, MN 55402

FEIN: 31-0841368

REVISION: 1. The University of Wisconsin-Eau Claire campus is adding on-site banking facility and the following specifications are modified or added to the contract:

Modify 2.5 last sentence “to seven years to June 30, 2017”.

Modify the following sections to read as follows:

2.17 University shall provide the supply of electricity and heat to the Premises for the operation of an On-Site Branch.

2.18 The University shall have the right to make reasonable regulations, in consultation with Contractor, on the opening and closing hours, safety, sanitation, maintenance and use of On-Site Campus Banking and ATM Service areas (collectively, the “Premises”) and the Contractor agrees to comply with such regulations. Authorized representatives of the University shall have the full right of access to the Premises with prior written notice to Contractor and with a representative of Contractor present.

With respect to University’s right to approve modifications or improvements to the Premises, to inspect the Premises to or take any action within the Premises, including cleaning and maintenance, the University agrees that all of University’s actions with respect thereto shall be taken after due consideration of Federal banking laws and Contractor’s for security and for maintaining the confidentiality of Contractor’s records with respect to its customers and its internal affairs. Nothing herein shall be deemed to grant University, its agents or employees, access to Contractor’s records kept within the premises, including computer records, and no such records shall be deemed public records because of any rights granted The University herein. Access to Contractor’s premises shall be granted only to those agents, contractors or employees of University who are required to have access to the Premises in order to fulfill the obligations of University hereunder. The University shall maintain at all times a complete and accurate list of all persons who have keys to Premises.

Modify 3.0 to include

3.0 GENERAL ON-SITE BANKING SERVICE TERMS

3.1 Scope

Contractor shall furnish On site Banking Functions at the Premises to University faculty, staff, students and guests in accordance with the provisions embodied herein utilizing the Premises.

3.2 Goods and Services Offered

Contractor, in its reasonable discretion, shall provide banking services typically available from financial institutions including but not limited to student checking accounts, direct deposit, credit card, and savings, and loan programs, with the exclusion of safe deposit boxes.

Contractor agrees that use of the Premises does not in any way constitute an endorsement of Contractor's business by the University or the State.

Modify 3.3 to include the following:

Contractor's on-campus location manager assigned to the University shall be selected with prior consultation of the University.

Contractor is responsible for the complete management of the operation of the On-Site Branch. Such management will include the routine review and inspection of the operation, the filling of staff vacancies as they occur, the consultation on current and future banking programs with the University and, as appropriate, with authorized student committees and Student Union Administration, and the authority to act on all matters pertaining to this contract.

A management representative from Contractor shall inspect the service operations at the University a minimum of once per month or as frequently as necessary, as determined by the University. The representative shall be available during normal working hours to consult with the campus administration on request.

Hours of Operation

- 3.8 The days and hours of service of the On-Site Campus Banking office shall be determined by mutual agreement of the University and Contractor within the open hours of the Student Union. The resulting schedule shall be posted in appropriate locations, as determined by the University.

The contractor shall normally schedule a minimum of forty (40) hours of time each week when the campus office is open for business. The University will provide the contractor written advance notice of reduced building operating hours a minimum of fifteen (15) days prior to effective date. However, the failure to do so shall not result in University liability for any lost profits or costs incurred by contractor due to the closure of the Premises, unless costs are associated with violation of federal banking regulations.

Reduced service hours and days of the On-Site Campus Banking Service office during breaks, holidays, summers, and/or vacations in the academic calendar shall be by mutual consent of the University and Contractor. See Appendix A for the 2012-2013 Campus Calendar.

Schedule of Operation Annually

- 3.9 On or about June 1 the Contractor and the Campus Contract Administrator shall meet to establish, by mutual agreement, a written schedule of hours and days of service for the coming academic year. Schedules for term breaks and holidays shall be determined at the time the University finalizes its schedule for these periods.

Contractor Operating Policies

- 3.10 The Contractor shall keep the University apprised of operating policies, prices, activities, incidents and all other information pertinent to an understanding of the activities of the On-Site Branch.

Modify 4.2 to include the following

Furnishings and equipment expenses

- 4.2.2 After delivery of the Premises from University to Contractor in the condition as specified in these Sections 4.2.2 and 4.2.3, Contractor shall furnish and install at its expense all equipment and furnishings required to perform under this contract whether such equipment and furnishing is permanently affixed or movable. Contractor shall supply such tools of the trade as are necessary for office operations. All repairs to such equipment and furnishings shall be the responsibility of the Contractor, unless repairs are necessary due to the intentional acts of University.

Space Build out

- 4.2.3 The Premises encompasses approximately 300 square feet 'white box' located in the University Center, 77 Roosevelt Road, Eau Claire, and as shown on the attached Exhibit A. The provision and installation of store fixtures, case work, office furniture, office equipment, cabinets, lighting fixtures, signage, storefront entry system, wall finishes, floor finishes, ceiling finishes, electrical, telephone, and data lines are to be furnished and installed by University at their sole cost and expense. University shall deliver the Premises to Contractor on or about July 1, 2012, and in the condition as described on Exhibit B. Drawings to be provided upon request.

Contractor shall begin preparation of the final fit-out to the Premises required for the on-site campus banking facility under this amendment immediately after delivery to Contractor from University and after coordinating schedule with the Director of University Centers. Contractor shall work with the union leadership team immediately in preparation of the Premises opening no later than 1st August 2012, unless delivery of Premises to Contractor is delayed by University. The new facility will require layout and space planning and the installation of equipment, decor, security, merchandising systems, fixtures, that will complement the building design. Such improvements may include additions, alterations, installation of equipment, decor, security improvements, and other improvements to the premises.

All components of the Premises improvements shall be made in a professional and workmanlike manner, in accordance with the University and State approved plans and specifications, and in compliance with all applicable statutes, ordinances, rules and regulations. All plans and specifications for the new facility improvements must be approved by the University prior to the commencement of improvements. The University shall require final approval of the project before service can begin.

Drawings are to be considered preliminary only. Contractor is responsible for the submission of all final drawings. If required, these drawings shall be done by licensed architect/engineers and through recognized professional interior design specialists and approved by the University.

All construction and improvements shall be made at a time mutually agreed upon between the

Contractor and the University. The Premises is scheduled to be completed prior to the grand opening of the renovated Davies Center in August 2012. The Contractor shall designate a project coordinator who will be available or on-site through all construction phases of the project and be available for meetings with University personnel at least once per week.

The University shall assign a project coordinator to work with the contractor from start to acceptance of the project.

Utilities shall be supplied to the Premises by University.

4.2.3 Signage

The University shall permit Contractor to place its standard interior sign package identifying its operations near the On-Site Branch, as the University shall determine to be reasonable. Exterior and directional signs of such design and dimensions as the University and Contractor may mutually agree upon shall be allowed to be maintained in the Building and throughout the Campus for the On-Site Branch. The University, without cost or expense to the University, will reasonably cooperate with Contractor in obtaining all necessary approvals from third parties with respect to such signs. Nothing contained herein shall be construed as a requirement that the University surrender or compromise any of its existing exterior signs in order to accommodate or gain approval for the Contractor's signs.

All attached signage, whether interior or exterior, must be approved by the University prior to installation and conform in general to building decor and good safety practices.

4.2.4 Condition Upon Contract Termination

The University, at its option and no cost to the University, shall retain intact the lease hold improvements, except the ATM equipment and identification signage, or trade fixtures. The Contract shall deliver up the Premises to the University in broom clean condition, reasonable use and wear expected within fifteen days of contract termination. Contractor shall at its expense, repair any damage to the Premises caused by the removal of fixtures or furnishings including ATM and signage.

Modify 4.3 to read as follows: Utilities

- 4.3.1 The University shall provide the necessary utilities including electrical power to the Premises. Contractor shall provide all communication lines, security and alarm circuits including necessary conduits. The routing and installation of these circuits and conduit must be approved by the University.

Contractor shall be responsible for actual communications utility costs on a monthly basis in addition to rent payments and installation costs. Contractor shall also be responsible for the cost of telephone line installation(s) and hookup to ATM equipment. This shall include alarm installations from the ATM locations to the University alarm system.

4.3.2 Communications /Telephone Service

The University will provide telephone riser cable to a designated satellite closet. The Contractor will be required to contract with necessary telecommunications vendors regarding installation of station cable, jacks, telephone numbers, station locations, alarm systems, moves, adds, changes and any other telecommunications needs. These costs will be borne by the Contractor. Contractor's telecommunication related equipment will be independent of the University's

telecommunications network.

Contractor shall be responsible for all phone installation, service, and shall pay for all local and long distance charges.

- 4.3.3 The terms of utility supplies are subject to change by the University dependent upon availability of energy. University shall supply heating and cooling to the Premises to keep it at a comfortable temperature.
- 4.3.4 The University shall not guarantee an uninterrupted supply of electricity or heat except that it shall be diligent in restoring service following an interruption. The University shall not be liable for any loss that may result from the interruptions or failure of any such utility service.,
- 4.3.5 University shall, at its sole cost and expense, provide the following maintenance and services:

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 existing duct system.

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.

4.7 Additional Equipment

Contractor shall be responsible for all costs connected with the provision and installation of additional equipment. The contractor shall exercise care to keep these additional requirements at a minimum and in conformity with any Federal, State or University guidelines.

4.8 Facility Security/Locks/Keys

Contractor is responsible for control of keys obtained from the University and the security of those areas that are used by its representatives. Designated employees shall have the responsibility for determining that all equipment has been turned off, windows are closed, lights and fans are turned off and doors locked. Contractor shall be responsible for immediately reporting all the facts relating to losses incurred as a result of break-ins to areas of the University. The University shall designate the authority that shall receive these reports and be responsible for key control. Contractor shall not duplicate keys provided by the University without approval of the University.

It shall be Contractor's obligation to provide security for the On-Site Branch. Contractor acknowledges that the University is not an insurer of any On-Site Branch, and that the University does not undertake to provide any security for any On-Site Branch, and the contractor hereby releases the University from any claims, loss or damage that it might sustain by virtue of a robbery or anticipated robbery or theft or anticipated theft. Contractor further agrees to indemnify, defend, and hold the 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. Subject to reasonable rules and regulations of the University, Contractor shall have the right to have a security guard who is an employee of the contractor or contracted third party vendor in the building at all times.

University shall all times assure Contractor has access to the Premises. If Contractor fails to provide access to the Premises, Contractor may immediately terminate the contract as it relates to the Premises,

and recover any pre-paid rent and the unamortized costs of its capital improvements at the Premises.

4.9 Lock Cylinder/Key Replacement

The University is responsible for the costs of re-keying and replacing lock cylinders, as determined by the University. Contractor shall be responsible for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of its negligence and/or loss of keys.

4.10 Cash Handling

The Contractor agrees to provide appropriate safe-keeping for cash or cash-like items that remain overnight on the Premises and shall assume sole responsibility for protection against loss.

4.11 Sanitation/Pest Control

Contractor shall provide daily housekeeping and cleaning maintenance and the equipment and supplies for all areas used by the Contractor. This shall include floor maintenance, trash removal, pest control, cleaning walls, ceilings, windows and drapes and replacement of lights. The University shall cooperate with the Contractor in the implementation of these services. The University shall provide custodial services in public areas near and around ATM's.

5.2.2 Contractor Space Payments

Contractor shall pay the University for use of the Premises a gross annual advance payment of (\$7,500) by the twentieth (20th) day of the month prior to the start of the contact year, with the first payment being due on June 10, 2012. The payment recognizes there are periods during the year that service (use of premises) is not required. Payment to be made to "The University of Wisconsin Eau Claire" and sent to Charles Farrell, University Centers Director, Eau Claire, WI. The first partial year shall be prorated.

2. There are no other changes or revisions.

Contract Distribution: Charles Farrell
Candy Wilson

For administration of this Contract
Amendment contact:

Paul Schlough
Telephone: 608/263-0558

Additional Terms:

1. Notices.

Contractor: U.S. Bank National Association
Corporate Real Estate
4480 Emerald Avenue

Cincinnati, Ohio 45242
Attn: Rebecca Lane

U.S. Bank National Association
9633 Lyndale Avenue South
Bloomington, MN 55420
Attn: Daniel Hoke

With a copy to:


U.S. Bank National Association
Attn: Corporate Real Estate Counsel
800 Nicollet Mall, BC-MN-H21R
Minneapolis, MN 55402

2. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. Faxed signatures shall be considered originals.
3. **Ratification.** All of the terms of the Lease, as amended hereby, are hereby ratified and confirmed.
4. **Defined Terms.** Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Lease.

WHEREFORE, University and Contractor have executed this Amendment as of the date first above written.


UNIVERSITY:

University of Wisconsin System Administration

By: 
Print Name: Rich Lamp
Title: Director of Recruitment

CONTRACTOR:

U.S. Bank National Association

By: 
Print Name: Dan Hoke
Title: Div. Manager - SUP


By: 
Print Name: NEIL DAVIS
Title: CORP. COUNSEL - V.P.

Exhibit A

Academic Calendar 2012-2013

Date	Important Deadlines
2012	Fall Semester
August 20, 2012	Last Orientation/Registration day for new freshmen & freshman transfers
August 20	First day of faculty contractual period
August 29-31	Advising and Registration
August 30	Special Students may begin enrolling for Fall Semester classes
September 3	Labor Day Holiday - University closed
September 4	Fall Semester classes begin ; Tuition-Free Auditors may register
September 10	Last day to register for or add full-semester courses without instructor's approval
September 17	Last day to drop full-semester fall courses with no record; Last day to register for or add full-semester fall courses without dean's approval; Last day to change grade basis to/from Satisfactory-Unsatisfactory or Audit. After this date a Change of Registration form with proper signatures is required.
September 21	Winterim schedule of classes available on MyBlugold & Web
October 1	Spring Semester schedule of classes available on MyBlugold & Web
October 1-12	Winterim priority registration; \$100 down payment required; PACs not required
Week of Oct. 8	Enrollment appointment times for Spring Semester registration sent to students via e-mail
October 19	Fall 2012 Final Exams available on MyBlugold
October 24-30	Spring Semester Graduate Student Priority Registration

Oct. 31 - Nov. 30	Spring Semester undergraduate registration by assigned day/time; \$100 down payment required; Undergraduates who must get PACs from advisers include: (1) all freshmen and sophomores (students with fewer than 60 earned credits), (2) all first-degree transfer students, and (3) juniors and seniors not in good academic standing, and (4) all College of Business majors.
November 7	Summer Session schedule of classes available on MyBlugold & Web
November 12	Last day to file withdrawal from the University with "W"s; Last day to withdraw from individual full-semester classes
November 21	Thanksgiving recess begins at 5 p.m.
November 22	Thanksgiving Day - University closed
November 23	No classes; offices open
November 26	Classes resume
December 14	Fall Semester classes end
December 17 - 21	Final Examinations
December 22	Commencement
December 24 - 25	Christmas Holiday - University closed
December 27	Fall Grades due by 4pm in MyBlugold CampS
December 28	Deadline to cancel Winterim registration and receive a full fee refund
December 31 - January 1	New Year's Holiday - University closed

2013

Winterim Session

January 2	Winterim Session classes begin
January 18	Winterim Session classes end
January 23	Winterim grades due by 4pm in MyBlugold Camps

2013

Spring Semester

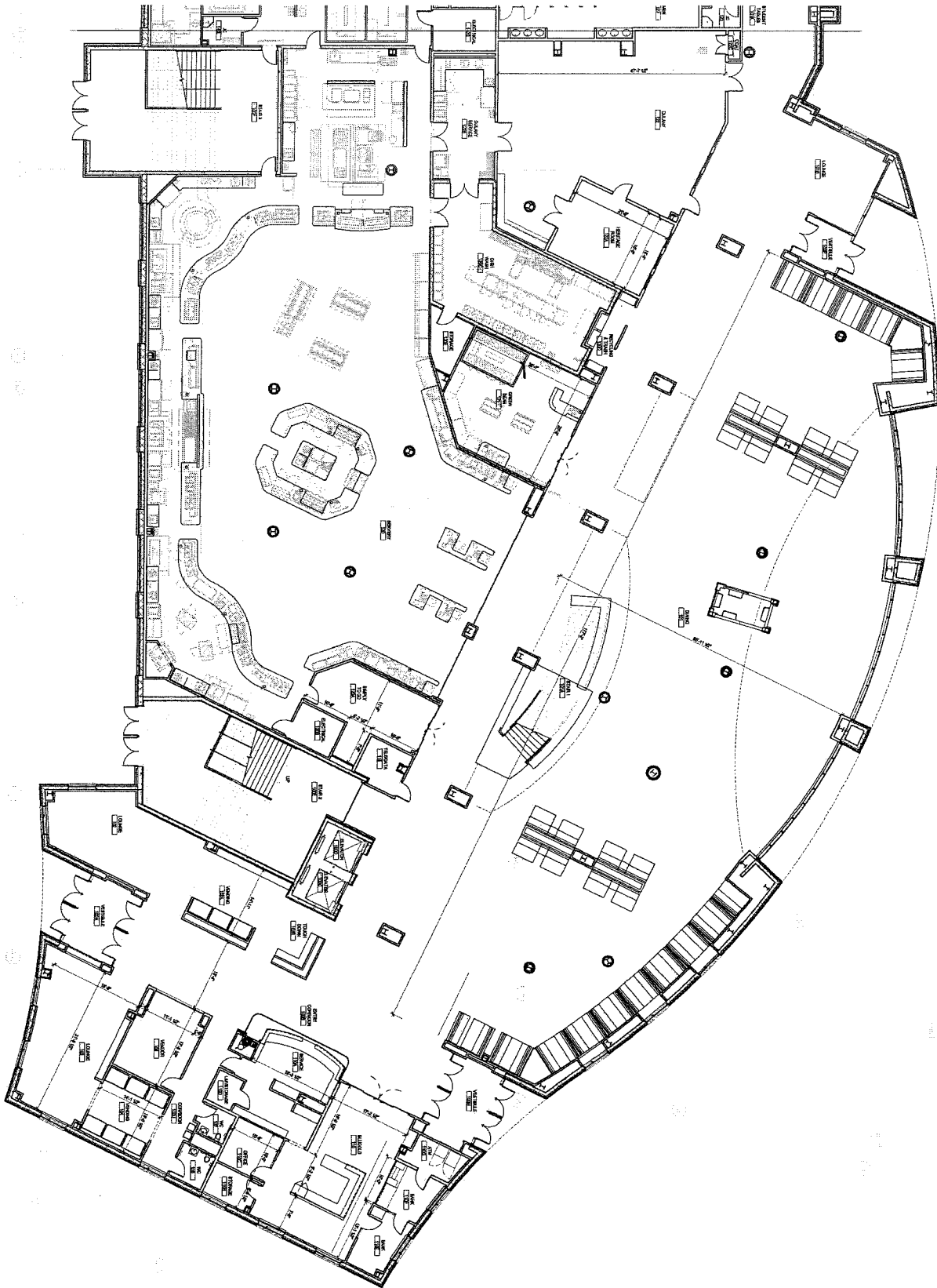
January 17-18	Advising and Registration
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January 18	Special students may begin enrolling for Spring Semester classes
January 21	Martin Luther King, Jr. Holiday; University closed; no classes
January 22	Spring Semester classes begin; Tuition-Free Auditors may register
January 28	Last day to register for or add full-semester courses without instructor's approval
February 4	Last day to drop full-semester Spring courses with no record; Last day to register for or add full-semester Spring courses without Dean's approval; Last day to change grade basis to/from Satisfactory-Unsatisfactory or Audit. After this date a Change of Registration form with proper signatures is required.
February 7-8	Summer Session <i>graduate</i> student registration; \$100 down payment required; PACs not required
February 11-21	Summer Session <i>undergraduate</i> student registration; \$100 down payment required; PACs not required
February 22	Special Students may register for Summer Session; \$100 down payment required
March 4	Fall schedule of classes available on MyBlugold & Web
Week of March 11	Degree audits & registration appointment times for Fall Semester registration sent to students via email
March 18	Spring Final Exams available on MyBlugold
March 18 - 22	Spring Break - no classes; no registration appointments assigned
March 25	Spring classes resume
April 1	Fall Semester Graduate Student Priority Registration
April 5 - May 3	Fall Semester undergraduate registration by assigned day/time; \$100 down payment required; Undergraduates who must get PACs from advisers include: (1) all freshmen and sophomores (students with fewer than 60 earned credits), (2) all first-degree transfer students, and (3) juniors and seniors not in good academic standing, and (4) all College of Business majors.

April 8	Last day to file withdrawal from the University with "W"s; Last day to withdraw from individual full-semester classes
May 10	Spring Semester classes end
May 13 - 17	Final Examinations
May 18	Commencement
May 19	Last day of faculty contractual period
May 21	Spring Grades due by 4pm in MyBlugold CampS

2013	Summer Session
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May 20 & after	Summer Session registration for Tuition-Free Auditors
May 20 - June 7	Three-week Summer Session
May 27	Memorial Day Holiday - University closed; no classes
June 10 - August 2	Eight-week Summer Session
July 4	Independence Day Holiday - University closed; no classes
August 6	Summer Grades due by 4pm in MyBlugold CampS




Project No.	A211A
Revision	
Drawn	
Checked	
Scale	
Date	
Author	
Discipline	
Client	
Project Name	
Project Location	
Project Description	
Project Status	
Project Manager	
Project Engineer	
Project Architect	
Project Designer	
Project Draftsman	
Project Checker	
Project Approver	
Project Date	
Project Sheet	
Project Title	
Project Number	
Project Code	
Project Category	
Project Sub-category	
Project Discipline	
Project Sub-discipline	
Project Department	
Project Division	
Project Office	
Project Region	
Project Country	
Project Continent	
Project City	
Project State	
Project Zip	
Project Phone	
Project Fax	
Project Email	
Project Website	
Project Address	
Project Street	
Project City	
Project State	
Project Zip	
Project Country	
Project Continent	

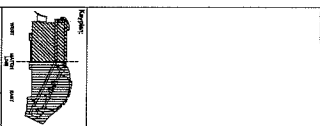
University Student Center

Project Location:
University of Wisconsin - Eau Claire
Eau Claire, Wisconsin

Street Title:
PARTIAL FIRST FLOOR DIMENSION PLAN

 **State of Wisconsin**
 Department of Administration
 Division of State Facilities

Agency / Institution:
 University of Wisconsin - Eau Claire
 105 Garfield Avenue, Eau Claire, WI 54602



BURT, HILL
 ARCHITECTURE ENGINEERING INTERIOR DESIGN LANDSCAPE ARCHITECTURE

 **Burt Hill**
 Architects

1125 Market Street
 Philadelphia, PA 19103
 Tel: 215.575.2000
 Fax: 215.575.2001
 www.burthill.com

EXHIBIT B

Delivery Condition

Interior Space Structure:

1. Interior space shall be finished and built out to current University and Bank approved plans and specifications
2. Millwork package (including back counter), as specified by Bank
3. All fire, life, safety requirements as specified by municipal building code

Electrical:

1. University will supply a 100 amp. Electrical panel to the tenant space located as specified on Bank build-out plans.
2. University will supply a 2" conduit with pull string from building MPOP or nearest secured phone/data room to the tenant space terminated as specified on Bank build out plans.
3. There will be a data, security and power drop located at all areas specified on Bank electrical plans.
4. All data, security and power will be installed in a ¾" conduit.
5. The data, security and power runs to the teller counter should be in 1 ½" conduit.
6. Light fixtures will be 2'x4' lay in fixtures with parabolic lenses using T-8 florescent bulbs and electronic ballasts.
7. University will provide a ¾" conduit to all exterior sign locations with a 20 amp. circuit supplied for future termination by Bank's sign vendor.
8. University will extend from the DMARC to the branch TR in 1.5" conduit one plenum rated CAT-6 cable for data and one 12 pair CAT-3 cable for voice.
9. University will provide station cabling and power outlets within the branch space for 3 workstations, 4 VOIP telephones, 2 printers and 1 fax machine. U.S. Bank will provide a marked up floor plan with the preferred locations for the above devices.

H.V.A.C.:

1. University will install H.V.A.C. equipment and distribution sufficient to meet all local codes.
2. The University will supply smoke and fire detection equipment adequate to meet all local and national code requirements.

All work within the space shall be permitted and completed with a certificate of occupancy supplied prior to installation of "banking" equipment to include, security, data and phone equipment.

