



**Office of Procurement**  
 780 Regent Street, Room 105  
 Madison, WI 53715  
 (608) 263-4584  
 (608) 262-8589 Fax  
 www.wisconsin.edu/procurement

Request for Bid No.  
 Commodity or Service  
 Contract Period  
 Possible Extensions

**MD-17-2486**  
**ATM/Banking/Card Services**  
**July 1, 2017 to June 30, 2024**  
**3 – One year extensions**

**CONTRACT NO. 17-2486**

1. This contract is entered into by and between the University of Wisconsin System on behalf of the UW Board of Regents, and US Bank whose name, address, and principal officer appears below;
2. Whereby the University of Wisconsin System agrees to direct the purchases and the contractor agrees to supply the contract requirements cited above in accordance with the terms and conditions of the request for proposal cited above, and in accordance with the contractor's proposal response submitted on this request for bid dated March 15, 2017; which request for proposal is hereby made a part of this contract;
3. 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. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than twenty-five (25) employees are exempted from this requirement. Within fifteen (15) working days after the award of the contract, the plan shall be submitted for approval to the contracting agency. Technical assistance regarding this clause is provided by the Wisconsin Office of Contract Compliance, Department of Administration, P.O. Box 7867, Madison, WI 53707-7867, (608) 266-5462.

For: University of Wisconsin System

For: US Bank NA  
 Company Name

6940 Mission Rd.  
 Address

Prairie Village, KS 66208  
 City, State, Zip

Name: Richard Lampe

Name: Amy C. Hurd  
 EVP, In-Store/On-Site Division

Title: Director of Procurement

Title: \_\_\_\_\_

Richard Lampe  
 Signature

Amy C. Hurd  
 Signature

Date: 7/14/17

Date: 6/16/2017

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# AMENDMENT NO. 1

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

CONTRACT NO: MD-17-2486  
DATE: April 21<sup>st</sup>, 2017

COMMODITY OR SERVICE: Bank Card ID Services for the University of Wisconsin Eau Claire.

CONTRACT TERM: July 1, 2017 through June 30, 2024

VENDOR: U.S. 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. MD-17-2486 Bank Card ID Services as Attachment Number 1 as follows:

### Attachment No. 1

Pursuant to the Agreement dated as of 7/14/17 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 (dormant ATM card) or the standard ID card with banking services. All students with open Bank checking accounts are able to activate the ATM/PIN based POS functionality on the standard ID card, 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.

**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 National Association  
**FIRM ADDRESS:** 6940 Mission Road/ SL-KS-9255  
Prairie Village, KS 66208

**BY:** Amy C. Hurd

**SIGNATURE:** Amy C. Hurd

**DATE:** 5.15.2017

**PHONE:** 702.251.1672

**EMAIL:** amy.hurd@usbank.com

**FOR THE ADMINISTRATION 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](mailto:pschlough@uwsa.edu)**

**UNIVERSITY OF WISCONSIN SYSTEM**



**REQUEST FOR BID (RFB) MD-17-2486**

**On-Campus Banking, ID/Debit Card and ATM Services**

*for the*

**University of Wisconsin-Eau Claire**

**DATE OF ISSUE: February 23, 2017**

**BID DUE DATE: March 15, 2017 2:00 pm Central Time**

**There will be No Public Opening**

Bidder Meeting:  
Tuesday, February 28, 2017 at 1:00 pm Central  
W.R. Davies Center Room 240  
University of Wisconsin – Eau Claire

State of Wisconsin  
 DOA-3261 (R08/2003)  
 s.16.75, Wis. Statutes  
**BIDS MUST BE SEALED AND ADDRESSED TO:**

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

**AGENCY ADDRESS:**

University of Wisconsin System  
 Administration  
 Office of Procurement  
 780 Regent Street, Suite 105  
 Madison, WI 53715

**REQUEST FOR BID  
 THIS IS NOT AN ORDER**

BIDDER (Name and Address)

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # **MD-17-2486**. 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 in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a 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 record. 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

**March 15, 2017 2:00 pm Central**

Public Opening

No Public Opening

Name (Contact for further information)

Marcel DuBois

Phone

Date

608-263-4380

Quote Price and Delivery FOB

N/A

Description

**REQUEST FOR BID (RFB):**

On-Campus Banking, ID/Debit Card and ATM Services for the University of Wisconsin-Eau Claire

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.

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)

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

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## 1. Introduction and Purpose

### 1.1. Introduction

The University of Wisconsin-Eau Claire is inviting bids for the operation of an On-Campus Bank which is located in the W. R. Davies Student Center and Automated Teller Machine (ATM) services for the campus starting on July 1, 2017.

The University community is comprised of approximately 10,900 students and about 1,200 faculty and staff.

The Contractor shall furnish the services and requirements of this contract to University faculty, staff, students and guests in accordance with the provisions embodied herein utilizing space and utility service in the space provided.

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 ATM's, including persons who would otherwise be considered eligible users.

The State of Wisconsin as represented by the University of Wisconsin System intends to use the results of this solicitation **to award a contract to a Bidder** for On-Campus Banking, ID/Debit Card and ATM Services for the University of Wisconsin-Eau Claire.

### 1.2. Existing Contracts

The University currently has a Banking services contract. There is currently one (1) bank branch and one (1) ATM located at the W. R. Davies Student Center and one (1) ATM located at the Hilltop Center.

There is also a separate no-fee ATM only contract with the same locations as this contract which is expected to be in place for the entire life of this contract.

### 1.3. Definitions

The following definitions are used in this Request for Bid (RFB):

- "RFB" means Request for Bid
- "Bidder" means a firm submitting a bid in response to this RFB
- "Contractor" means Bidder awarded the contract
- "UWSA" means University of Wisconsin System Administration
- "UWEC" means University of Wisconsin-Eau Claire
- "State" means State of Wisconsin
- "Transaction" means an ATM transaction defined as a single credit or debit of funds to cardholder's account. 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.

### 1.4. Scope

The scope of the project is to provide the University community with On-Campus Banking, ID/Debit Card and ATM Services. These services should include, but are not limited to, the following:

- Rent an approximately 300 sq. ft. at the W. R. Davies Student Center to maintain an on-campus presence to provide banking services for students and staff.

- Support and maintain a network of ATM’s, which will be on campus to maximize access and service.
- Provide financial support to UWEC’s Excellence in Student Leadership Awards program to benefit UWEC’s students.
- Campus Support Fee for exclusive On-Campus Banking, ID/Debit Card and ATM Service rights.

**1.5. University Contacts**

**The University of Wisconsin System Administration (UWSA) Contract Administrator is:**

Marcel DuBois, Purchasing Agent  
 UWSA Office of Procurement  
 780 Regent Street, Suite 105  
 Madison, WI 53715  
 608.263.4380  
[mdubois@uwsa.edu](mailto:mdubois@uwsa.edu)

**The Campus Contract Administrator for UWEC is:**

Charles F. Farrell, Director of University Centers  
 Telephone: 715.836.5904  
 Email: [farrelcf@uwec.edu](mailto:farrelcf@uwec.edu)

**1.6. UWEC Shall Provide**

UWEC shall provide to the Bidder awarded this contract:

- On-Campus Banking, ID/Debit Card Service Operations Space
- ATM Space

UWEC reserves the right to determine and negotiate the requirements of these services.

**1.7. Calendar of Events/Time Table**

Listed below are specific and estimated dates and times of actions related to this RFB. The actions with specific dates must be completed as indicated unless otherwise changed by the University. In the event that the University finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFB. There may or may not be a formal notification issued for changes in the estimated dates and times.

<b>EVENT</b>	<b>DATE</b>
Release RFB to Bidders	February 23, 2017
Site Survey/Bidder Meeting	February 28, 2017 at 1:00 pm
Bidder written Questions to System by C.O.B.	March 3, 2017
Answer to Bidder Questions (Estimated):	March 8, 2017
Bids Due to UWSA Office of Procurement	March 15, 2017 at 2:00pm
Notification of Intent to Award Contract (Estimated)	March 17, 2017
Contract Award (Estimated)	March 31, 2017
Start of Contract	July 1, 2017

## 1.8. Fixed Offer Period

All Bids submitted to obtain On-Campus Banking, ID/Debit Card and ATM Services shall remain fixed and valid for acceptance for a one hundred twenty (120) day period starting on the bid due date.

## 1.9. Procuring and Contracting Agency

This RFB is issued by the State of Wisconsin by the UWSA Office of Procurement, which is the sole point of contact for the State during the bid evaluation process. The contract resulting from this RFB shall be between the State of Wisconsin Board of Regents of UWSA, doing business as the University of Wisconsin-Eau Claire, hereafter referred to as "UWEC" and the successful Bidder, hereafter referred to as "Contractor" for the provision of contractual services according to the terms set forth herein. The person responsible for managing the procurement process is:

Marcel DuBois, Purchasing Agent  
UWSA Office of Procurement  
780 Regent Street, Suite 105  
Madison, WI 53715  
608.263.4380  
[mdubois@uwsa.edu](mailto:mdubois@uwsa.edu)

## 1.10. Clarification and/or Revisions to the Specifications or Requirements

Any questions concerning this RFB should reference "**RFB MD-17-2486 Question**" and must be submitted in **writing** on or before March 3, 2017 to:

Marcel DuBois, Purchasing Agent  
UWSA Office of Procurement  
780 Regent Street, Suite 105  
Madison, WI 53715  
608.263.4380  
[mdubois@uwsa.edu](mailto:mdubois@uwsa.edu)

**Bidders are expected to raise any questions or exceptions they have concerning the RFB DOCUMENT at this point in the RFB process. If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the Bidder should notify immediately the above named individual of such error and request modification or clarification of the RFB.**

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, revisions/amendments and/or addendums will be provided to all recipients of this initial RFB. Each bid shall stipulate that it is predicated upon the requirements, terms and conditions of this RFB and any supplements or revisions thereof.

If a Bidder fails to notify the UWSA Office of Procurement prior to the Bid Due Date of a known error in the Bid (an error that reasonably should have been known to the Bidder) and a contract is awarded to that Bidder, the Bidder shall not be entitled to additional compensation or time by reason of the error or its correction.

Any contact with UWEC employees concerning this RFB is prohibited, except as authorized by the RFB manager at UWSA Office of Procurement during the period from date of release of the RFB until the notice of intent to contract is released.

### 1.11. Reasonable Accommodations

UWEC will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a bid meeting/Bidder conference, contact Marcel DuBois at 608.263.4380.

### 1.12. Contract Term

The contract shall be for seven (7) years with the option for 3 annual renewals. The contract shall be effective on July 1, 2017 and shall run through June 30, 2024.

The total maximum contractual length will be ten (10) years.

### 1.13. VendorNet Registration

The State of Wisconsin's purchasing information and Bidder notification service is available to all businesses and organizations that want to sell to the state, including the University of Wisconsin System. Anyone may access VendorNet on the Internet at: <http://vendornet.state.wi.us> to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state, including the University of Wisconsin System. Bidders may use the same Web site address for inclusion on the Bidders list for goods and services that the organization wants to sell to the state. Registration, which is free, guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for bid in their designated commodity/service area(s) with an estimated value over \$50,000. Organizations without Internet access may receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$50,000 or less. Bidders also may receive e-mail notices of these simplified bid opportunities.

## 2. BID PROCEDURES AND INSTRUCTIONS

In order to meet the current needs of UWEC the Bid presented is to consist of On-Campus Banking, ID/Debit Card and ATM Services including the requirements described within and for the contract term specified in this RFB.

### 2.1. General Instructions

The evaluation and selection of a Contractor and the contract will be based on the information submitted in the Contractor's bid plus references and any required On-Campus demonstrations or oral interviews. Failure to respond to each of the requirements in the RFB may be the basis for rejecting a response.

**NOTE: Elaborate bids (e.g., expensive artwork), beyond that sufficient to present a complete and effective bid, are not necessary or desired.**

### 2.2. Site Survey

Bidders are invited and encouraged to attend a Site Survey Meeting on Tuesday, February 28, 2017 at 1:00 pm Central Time at UWEC, 77 Roosevelt Ave, Eau Claire, WI 54701 in the W. R. Davies Center, Room 240.

At that time a review of the RFB Document and inspection/walk through of the Banking and ATM Services locations will be completed, including the W. R. Davies Center and the Hilltop Center. Failure to inspect adequately shall not relieve the Contractor from the necessity of furnishing and installing, without additional cost

to UWEC, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

**To RSVP for the Site Survey/Site Inspection and obtain parking instructions**, prospective Bidders should contact:

*Jenni Sterling, Office of the Director  
University Centers  
W. R. Davies Center 240  
Telephone: 715.836.5904  
Email: [STERLIJL@uwec.edu](mailto:STERLIJL@uwec.edu)*

### 2.3. Submitting the Bid

**Two (2)** hard copies of the completed bid, including the signed original, may be mailed or delivered by Bidder or by a third-party/courier service **in a sealed envelope or package. The bid must also be submitted on a USB Flash Drive in the sealed envelope.** Bids must be received and date/time stamped prior to 2:00 pm on the stated bid due date. Bids not so date/time stamped shall be considered late. **Late bids shall be rejected.**

Bids must be delivered to:  
Marcel DuBois, Purchasing Agent  
UWSA Office of Procurement  
780 Regent St., Suite 105  
Madison, WI 53715

Receipt of a bid by the University mail system does not constitute receipt of a bid by the UW System Office of Procurement for purposes of this RFB.

To ensure confidentiality of the document, all bids must be packaged, sealed and show the following information on the **outside of the package**:

- Bidder's name and address
- Request for bid title (RFB: On-Campus Banking, ID/Debit Card and ATM Services at UW-Eau Claire)
- Request for bid number (MD-17-2486)
- Bid due date March 15, 2017 2:00 PM CST

### 2.4. Multiple Bids

Multiple bids from a Bidder are permissible; each bid must conform fully to the requirements for bid submission. Each such bid must be separately submitted and labeled as Bid #1, Bid #2, etc., on each page included in the response.

### 2.5. Incurring Costs

The University is not liable for any cost incurred by Bidders in replying to this RFB.

## 3. BID ACCEPTANCE, EVALUATION, AND AWARD



### **3.1. Preliminary Evaluation and Review of Minimum Qualifications**

The bids will first be reviewed to determine if required information and minimum qualifications are met. Failure to meet minimum qualifications will result in rejection of the Bid. In the event that all Bidders do not meet the minimum qualifications, UWSA reserves the right to continue the review of the bids and to select the bid that most closely meets the requirements specified in this bid.

### **3.2. Evaluation Criteria**

The bidder with the highest total bid across all categories for the full seven year length of the contract will be considered the winning bidder.

### **3.3. Right to Reject, Waive and Negotiate Bid**

UWSA reserves the right to accept or reject any and all bids. UWSA reserves the right to negotiate the terms of the contract, including the award amount, with the selected Bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the winning Bidder, UWSA may negotiate a contract with the next highest scoring Bidder.

#### **3.3.1. Notification of Intent to Award Contract**

All Bidders who responded to this RFB will be notified in writing of the University's intent to award the contract(s) as a result of this RFB.

After notification of the intent to award is made, and under the supervision of University staff, copies of bids will be available for public inspection from 8:00 a.m. to 4:30 p.m. at 780 Regent Street, Suite 105, Madison, WI 53715. Bidders should schedule reviews with Marcel DuBois, Purchasing Agent at 608-263-4380.

#### **3.3.2. Appeal Process**

Notices of intent to appeal and protests must be made in writing to the head procuring agency. Protestors should make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

Any appeal of the University's award must be made no later than five (5) working days after the UWSA Office of Procurement issues the intent to award notice. A complete written appeal must be received by the Director of the UWSA Office of Procurement, no later than five (5) working days after the award notice is issued.

Written notice of protest 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 Street  
Madison, WI 53715

Any written protest must be received within ten (10) working days after the notice of intent to award is issued.

The decision of the head of the procuring agency may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance, with a copy of such appeal filed with the procuring agency. The appeal must allege a violation of a Wisconsin statute or a section of the Wisconsin Administrative Code.

### 3.4. Minority Business

The UWSA is committed to the promotion of minority business in the state's purchasing program. With this procurement a successful Contractor is encouraged to purchase services and supplies from minority businesses certified by the Wisconsin Department, Bureau of Minority Business Development. The UW System Procurement unit may require from the successful Contractor a report of purchases of such supplies and services necessary for the implementation of the contract. A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of Minority Business Program, (608)267-7806.

State of Wisconsin agencies may make awards to certified Minority Business Enterprise (MBE), or Disabled Veteran-Owned Business (DVB) firms submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid or the bid is no more than 5% lower than the apparent high point score. Authority for this program is found in ss. 16.75(3m) (b)2,3, 16.75(3m) (c)(4) and 560.0335(1)(b)(3), 15.107(2), 16.75(4), 16.75(5) and 560.036(2) Wisconsin Statutes.

Bids from certified Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.5 to provide up to a five percent (5%) preference to these businesses. The evaluation committee's scoring will be tabulated and bids ranked based on the numerical scores received. A Bidder may not contact any member of a review committee except at the UWSA's direction.

The UWSA requests the cooperation of the Contractor in reporting on a regular basis all purchases of services or commodities from certified minority businesses used in the performance of this contract. This report may be submitted to the UWSA Office of Procurement on an annual basis.

## 4. TERMS AND CONDITIONS

### 4.1. Parties to the Contract

This agreement, hereinafter referred to as "the Contract" shall be between the State of Wisconsin and Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Eau Claire, hereinafter referred to as "UWEC", and the successful Bidder, hereinafter referred to as the "Contractor", for the privilege of the Contractor to provide On-Campus Banking, ID/Debit Card, and ATM Services to UWEC according to the terms set forth in this contract. The Contract Administrator for UWEC and/or designee, shall be the representative of UWEC responsible for the administration of the contract and referred to herein as "the appropriate campus authority".

### 4.2. Incorporation of Documents

The University of Wisconsin-Eau Claire Request for Bid (RFB), Request to Submit Bid, the Bidder(s) responses, all written communications and this Agreement constitutes the entire agreement between the parties. The hierarchy of documents in descending order for resolution is as follows:

- A. This Agreement
- B. Request for Bid No. MD-17-2486 including any addenda issued
- C. Response received

Any conflict of terms shall be governed by the highest listed document.

#### 4.2.1. Executed Contract to Constitute Entire Agreement

In the event of contract award, the contents of this Bid (including all attachments), Bid addenda and revisions, the Bid of the successful Bidder and additional terms agreed to, in writing, by the agency and the Contractor shall become part of the contract. Failure of the successful Bidder to accept these as a contractual agreement may result in a cancellation of award.

#### 4.3. Applicable Law

This contract shall be governed and interpreted under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal, state and local laws, ordinances and regulations in effect during the period of this contract which affect the work or its conduct.

#### 4.4. News Release

News release pertaining to this contract or any part of bid MD-17-2486 shall not be made without the prior written approval of the UWSA Office of Procurement.

#### 4.5. Insurance Requirements

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

##### 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
<u>Commercial General Liability (CGL)</u>	
General Aggregate incl. Prdt/co	\$2,000,000
Each Occurrence	\$1,000,000
<u>Automobile Liability (including hired &amp; non-owned)</u>	
Combined Single Limit	\$1,000,000
<u>Additional Insured Provision</u>	

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, for purpose of this contract.

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.

#### 4.6. Certificate of Insurance Requirements

Upon notification of award and prior to issuance 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.

##### **Certificate of Insurance**

The Contractor awarded the business of On-Campus Banking, ID/Debit Card and ATM Services will be required to submit to the UWSA Office of Procurement a Certificate of Insurance that includes the following components:

- The insurance coverage limits required in this RFB Document.
- The University of Wisconsin System and UWEC must listed on the Certificate of Insurance.
- The Contract Number (MD-17-2486) listed on the Certificate of Insurance.
- Additional Insured Provision Requirement must be named on the Certificate of Insurance.
- Certificate of Insurance must be current and on file with the UWSA Office of Procurement at all times during the life of the contract agreement.
- **Any Certificate of Insurance received missing the above named components will place the contract in breach and subject for termination.**

#### 4.7. 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 UWEC for any losses incurred related to this contract.

#### 4.8. Covenant Requiring Notice

These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to University of Wisconsin System Administration Procurement Office, 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.

#### 4.9. Evidence of New Insurance

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

#### 4.10. UWEC's Right to Cancel Contract

In the event the Contractor fails to maintain and keep in force the insurance herein required, UWEC 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 unless specified coverage requirements/needs are revised.

#### 4.11. Performance Bond/Irrevocable Letter of Credit

The successful Bidder, hereafter referred to as "Contractor", shall be required to furnish a performance bond in the amount of twenty-five thousand dollars (\$25,000). Such bond must be furnished upon notification by the University of Wisconsin System Administration Office of Procurement and prior to contract award.

In lieu of the performance bond, the Contractor may provide an irrevocable letter of credit naming UWEC as beneficiary. The irrevocable letter of credit shall be in the amount specified for the performance bond and the format content required by UWEC. 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 University of Wisconsin System Procurement Services Office 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 UWEC evidence of the new source of surety within twenty-one (21) calendar days after the UWEC'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.

#### 4.12. Promotional Materials

Except as otherwise provided herein, the Contractor agrees not to use promotional or marketing material which state expressly or by fair implication that the UWEC endorses either the Contractor or any sponsor of such material. Equipment bearing the UWEC marks, logos or other indicia of UWEC must be purchased from UWEC's licensees and be used in accordance with UWEC's policy.

The Contractor shall provide and pay for merchandise, promotion and advertising. UWEC shall cooperate by providing space for display and for pickup of promotional materials.

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 UWEC's building(s) is subject to existing building rules and regulations.

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

Contractor agrees to work with the Contract Administrator 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 Campus Contract Administrator shall approve all advertising on the ATM terminal.

UWEC acknowledges that the Contractor has no control and is not responsible for any promotional activities by other group financial institution or firms. UWEC 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.

#### **4.13. Contractor Agrees to Indemnify and Hold Harmless**

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 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.

#### **4.14. Nondiscrimination and Affirmative Action**

Failure to comply with the conditions of this clause may result in the Contractor becoming declared an "ineligible" Contractor, termination of the contract, or withholding of payment.

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 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 orientation. The Contractor further agrees to take affirmative action to ensure equal employment opportunities.

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 nondiscrimination clause.

To the extent required by law, 41 CFR 60-1/4 (a) and (b) are incorporated by reference in this contract. Additionally, Contractor certifies that the Contractor complies with 41 CFR 60-1.8 and does not and will not maintain any facilities provided for employees in a segregated manner. Contractor further agrees that he or she will obtain identical certification from any subcontractors.

#### **4.15. Safety**

All material, equipment and supplies provided to UWEC must comply fully with all safety requirements set forth by the Wisconsin Administrative code, the rules of the Industrial Commission on safety and all applicable OSHA Standards.

#### **4.16. Contract Termination**

Either party may cancel the resulting contract/agreement, for any reason, by giving written notice of such cancellation at least one hundred eighty (180) days before the contract anniversary date (June 30) which becomes the effective date of such cancellation. Contractor shall, in the event of such cancellation, be entitled to receive compensation for any work accepted hereunder in accordance with the University of Wisconsin System's order(s). Contractor may also be compensated for partially completed work in the event of such cancellation. The compensation for such partially completed work shall be no more than the percentage of completion of each work effort, as determined by the sole discretion of the University of Wisconsin System, times the corresponding payment for completion of such work as set forth in the University of Wisconsin System's order(s).

#### **4.17. Contract Breach**

UWEC may cancel this contract for breach, as determined by UWEC, 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 and any substantial change in ownership or proprietorship of the Contractor which, in the opinion of UWEC, is not in its best interest.

UWEC 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, UWEC may cancel the contract by giving sixty (60) days-notice, in writing, by registered or certified mail of its intention to cancel this contract.

Should UWEC breach any terms or provisions of this contract, the Contractor shall serve written notice on UWEC 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.

#### **4.18. Non-Appropriation of Funds**

UWEC may discontinue this contract, in whole or in part, without penalty at any time due to non-appropriation of funds.

#### **4.19. Failure to maintain Insurance Requirements**

If the Contractor fails to maintain and keep in force required insurance, UWEC shall have the right to cancel and terminate the contract without notice.

#### **4.20. 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 UWEC 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 of time equal to the time that such default in performance is excused.

## 4.21. Miscellaneous

### 4.21.1. Ability to Separate

If any provision of the contract shall be, or shall be adjudged to be, unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions, and shall in no way affect the validity of this contract.

### 4.21.2. Waiver

A waiver by either party of any terms or conditions, provisions, or covenants of this contract in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same. All remedies, rights, undertakings, obligations, and agreements contained in this contract shall be cumulative and shall not be in limitation of any other right, remedy, undertaking, obligation, or agreement of either party.

### 4.21.3. Amendments

This contract may be modified or amended in writing signed by authorized signatories of the Contractor and UW System Administration.

### 4.21.4. Assignments

Contractor shall not assign or subcontract any of its rights or obligations under this contract in whole or in part without prior written consent of UW System Administration. Any attempted assignment or subcontracting without consent shall be void and of no effect.

### 4.21.5. Data Security and Confidentiality

The Contractor will employ best practices to ensure the security of confidential customer data stored on computer systems under its control.

- The Contractor will adhere to all State and Federal laws regarding data security and confidentiality.
- The Contractor will conduct regular security audits for the protection of confidential data.
- The Contractor must have a documented security program that utilizes national standards such as the PCI-DSS compliance requirements.
- The Contractor must have documented policies for security and supply these policies to UWEC on an annual basis.
- UWEC retains ownership of student, faculty and staff data and specifies how it may be used.
- All information should be deleted upon termination of the contract.
- The Contractor understands that “data loss” describes a situation in which data, including customer names, addresses, course enrollment and/or financial information is revealed to third parties without the consent of the Contractor and UWEC.
- The Contractor assumes liability for any breach of security that results in data loss.
- In the event of data loss, the Contractor will immediately notify the affected parties in accordance with applicable State and Federal law.



- The Contractor will bear the full cost and liability for notifying affected parties and for any legal action that may be initiated by the government.

#### 4.21.6. Adjustments to the Contract

After the initial contract year, the parties may upon mutual agreement adjust the specific terms 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 Administration Office of Procurement for approval prior to becoming effective. All required contract amendment(s) shall be issued by the System Administration Office of Procurement.

#### 4.21.7. Relative Service Items

The Contractor agrees that items relative to obtaining On- Site Banking, ID/Debit Card and ATM Services not covered herein may be added by UWEC to this Contract without voiding provisions of the existing Contract. Additional services shall be furnished to UWEC by the Contractor with additional considerations.

## 5. BID REQUIREMENTS

### 5.1. Business Ownership

The Contractor must currently own the specified business and must have operated the specific business continuously for a minimum of five (5) years.

### 5.2. Organizational Capabilities

The Contractor shall be qualified to provide the required Banking and ATM Services. Bidder may be asked to demonstrate in writing their organization's ability to deliver the requirements of the contract as documented in this RFB.

Please Include references from other colleges and universities with which you provide similar services. UWEC will determine which, if any, references to contact to ensure the minimum requirements are met.

### 5.3. Financial Stability

UWSA at its sole discretion must be satisfied with the financial solvency and integrity of the financial institution awarded this contract and may request financial documents as proof. Failure to provide the requested documents shall result in the bid being rejected.

The bidder may be asked to list and describe any claims or lawsuits that have been made against the company for non-performance or inadequate performance as a provider of On-Campus Banking, ID/Debit card and ATM Services or similar venue over the past five years.

### 5.4. Financial Literacy Programs

The campus would like to work with our Banking partner to offer "financial literacy" programs through the UWEC Department of Housing & Residence Life to assist students in understanding how to plan and manage one's personal finances. The Contractor agrees to an annual wholesale expenditure of at least \$1000 for promotional and "give-away" items.

## 5.5. Banking Services

The Contractor must provide at the On-Campus location with the following Banking services typically available from financial institutions:

1. Savings and checking accounts (free for current UW-Eau Claire students)
2. Campus ID/Debit Card program (coordinated with the Blugold Card Services Office)
3. Direct deposit services
4. Loan programs
5. Mobile Banking app

The programs provided by the Contractor will be on an opt-in basis. Alumni affinity agreements are not a part of this contract.

### 5.5.1. Operating Hours

The days and hours of service of the On-Campus Banking office shall be determined by mutual agreement of UWEC and Contractor within the open hours of the W. R. Davies. Reduced service days and hours of the On-Campus Banking Service office during breaks, holidays, Federal holidays, and summers in the academic calendar shall be made by mutual consent of UWEC and Contractor.

General W.R. Davies Center Building Hours during the Academic Year:

Monday – Saturday 7 am – 11 pm

Sunday 10 am – 11 pm

General W.R. Davies Center Building Hours during the Summer and All Breaks:

Monday – Friday 7 am – 5 pm

Expected hours of operation for the Bank in the W. R. Davies Center:

Monday – Friday 8 am – 4 pm

Describe the Hours of Operation for your on-campus Bank.

## 5.6. ATM Services

The automated teller machines to be installed are to be part of a major ATM national network as approved by UWEC and handicapped accessible. Each financial institution sharing the equipment shall determine the services available to its customers through the machines according to each financial institution's operating policies.

All ATM's provided under this contract must be surcharge free to the customers of the bank. Non-bank customers can be charged a maximum of \$3 per transaction to use the Bank ATM on campus.

The Contractor must supply one full service ATM in the Davies Center and one full service ATM in Hilltop Center which are part of a major ATM national network as approved by UWEC and handicapped accessible.

The ATM machines shall provide Banking customers with the following services:

1. Cash withdrawal from checking
2. Cash withdrawal from savings
3. Transfer from checking to savings
4. Transfer from savings to checking
5. Balance Inquiry
6. Braille Keypad Access

The Contractor shall allow other financial institutions to use the ATM to transact business with their respective customers. Equipment sharing arrangements and related fees shall be in compliance with the joint rules of the Office of Commissioner of Banking and the Office of Commissioner of Savings and Loan under Section 221.04(1)(K) 1 of the Statutes.

## 5.7. Campus ID Card Services

Contractor must have a minimum of two (2) years integrated ID card experience. As an integrated ID card, the Campus ID Card solution shall include transactional DDA account functionality, in addition to identification features and the existing campus account for students, faculty and staff.

For operational purposes, it is acceptable to the University to have two separate campus ID cards for students, faculty and staff. A standard campus ID card will be issued by the University and is not associated with this contract.

The financial institution selected through this process, will have the ability to establish banking relationships with enrolled students, and employed staff or faculty members at their option. The referenced transactional accounts must be FDIC insured, as well as operational in foreign countries with multiple access locations. If the student elects to have their ID card linked to a bank account with the Contractor and act as a PIN/Debit card, the cards will have the logo of the contractor on the back side. As a result, if re-carding is necessary due to a new contractor being selected, new PIN/Debit ID cards will be created when the current students return to campus in September. The University will provide the PIN/Debit card stock and printing and the new Contractor shall be required to pay the University \$5.00 per card for the campus re-carding.

The PIN/Debit ID card shall have transactional DDA account as a functionality of the ID card. This must be linked to a national network for worldwide acceptability. The PIN/Debit ID Cards shall contain a separate 3 track HiCo magnetic stripe for the banking institution's use.

### 5.7.1. Additional Card Services

The Contractor will comply with all Federal laws and regulations (e.g. federal banking laws including Regulation E, the Family Educational Rights and Privacy Act of 1974 (FERPA)), that may apply to the services provided under this agreement.

During the life of the contract, it is anticipated the contractor will promote the new bankcard and card services to students, faculty and staff. Examples of services and activities include: Welcome Week attendance, website development, University marketing, special events, etc.

### 5.7.2. Replacement for Lost ID's

UWEC provides a free standard Blugold ID card or PIN/Debit Blugold ID card to students when they arrive on campus. The Blugold Card Services Office purchases all of the ID cards for the campus. If a student loses their Blugold ID card (either standard or PIN/Debit) they can purchase a replacement for a specific fee. The Bank may choose to pay the same specific replacement fee to the University instead of having the student pay for the replacement of their PIN/Debit Blugold ID card.

### 5.7.3. Fraudulent Purchases

If the PIN/Debit ID card is being used to make fraudulent debit card purchases, it is the Bank's responsibility to determine the source of the fraud and make restitution to the campus customer. It is also the Bank's responsibility to pay for a new PIN/Debit ID card replacement. The replacement fee shall be the same fee charged to students who lose their ID as listed above. The University will not pay for the new replacement PIN/Debit Blugold ID cards.

## 6. EQUIPMENT, UTILITIES AND SPACE USE

### 6.1. Bank Space in W.R. Davies Student Center

The On-Campus Banking facility encompasses approximately 300 square feet within the W. R. Davies Student Center. The current space can be updated if necessary by the Contractor. There is no additional square footage available. The space consists of a safe room (which backs up to ATM vestibule), main teller space (3 work stations) and a small office for the manager.

The Contractor shall be financially responsible for any changes to the space including getting approval from the Director of the University Centers. The Contractor shall be responsible for obtaining all required permits, licenses (including campus parking permits) 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.

Utilities shall be brought from new or existing locations to the equipment by the Contractor and the Contractor shall be responsible to pay all related costs. The Contractor agrees to exercise care to keep consumption of these energy services to a minimum and to comply with established energy conservation practices, regulations and policies and mutually endeavor to conserve the use of energies.

The Contractor shall occupy and use the premises, as defined by UWEC, only for On-Campus Banking, ID/Debit Card and ATM Services.

UWEC, at its option and at no cost to UWEC, shall retain the improvements, except the ATM equipment and identification signage, or require that the Contractor remove improvements within fifteen (15) days from termination and deliver up the premises to UWEC in the same condition that the premises were in at the time the Contractor entered the premises hereunder, reasonable use and wear expected. The Contractor shall at its expense, repair any damage to the premises caused by the removal of fixtures or furnishings including ATM and signage.

## **6.2. UWEC Right to Inspect and Access the Premises**

UWEC shall have the right of inspection of all On-Campus Banking, ID/Debit Card and ATM Service areas, storage and auxiliary service rooms and the operation of the Contractor with respect to the quality and quantity of On-Campus Banking, ID/Debit Card and ATM Service, opening and closing hours, and generally with respect to use, safety, sanitation and the maintenance of said premises, all of which shall be maintained at a level satisfactory to UWEC. UWEC shall have the right to make, from time to time, reasonable regulations with regard to such matters, and the Contractor agrees to comply with such regulations.

Authorized representatives of UWEC shall have the full right of access to all areas of said premises at any and all times.

## **6.3. Loss from Dishonest Acts**

The Contractor is responsible for inventory, service, storage area security, including periodic review of key control. The Contractor shall bear any loss from dishonest acts on the part of the Contractor's employees.

## **6.4. Parking**

Permits to park on campus are required and must be purchased from the Blugold Central Office. At their option, the Contractor may purchase parking permits for their staff. For information regarding parking fees and regulations, please contact the Blugold Central Office at (715)836-3000.

## **6.5. Furnishing and Equipment Expenses**

The Contractor shall furnish and install at its own expense all equipment and furnishings required to perform under this contract whether such equipment and furnishing is permanently affixed or movable. The 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.

The Contractor may provide new or used ATM equipment. Used equipment shall be reconditioned and refurbished to act and appear like a new piece of equipment. Used equipment shall be inspected and approved by UWEC before installation.

## **6.6. Repair and Replacement**

UWEC shall be responsible for the cost of repair or replacement of UWEC facilities, except that repair and replacement caused by the negligence of the Contractor or its employees. Where it has been determined by UWEC that damages were due to the Contractor's negligence, UWEC shall require the Contractor to make and/or pay for the necessary repairs and replacement of said facilities to the complete satisfaction of UWEC.

The Contractor shall be responsible for advising UWEC of required facility repairs and replacement. UWEC may make the necessary repair(s) and bill the Contractor appropriate expenses or may authorize the Contractor to repair damaged and malfunctioning facilities at Contractor's expense. When UWEC requests the Contractor to be responsible for the maintenance and repair of facilities, the Contractor shall obtain cost estimates for parts and labor from a minimum of three companies. The Company selected shall perform the work using appropriate crafts. All required estimates in excess of five hundred dollars (\$500.00) shall require prior approval of UWEC before work may begin.

### 6.7. Unanticipated Repairs

The Contractor shall provide ATM maintenance and repair service from 7:00 am to 6:00 pm, Monday through Friday, excluding holidays. Repairs on weekends and holidays must be responded to within twenty-four hours. In the event of a major failure or malfunction, when the equipment will be out of service for more than twenty-four hours, the Contractor shall install replacement equipment or obtain permission from the Contract Administrator to extend downtime and post notification of alternate ATM's.

### 6.8. Equipment Installation and Test Period

The equipment shall be placed, installed and maintained at the sole expense and risk of the Contractor. All installation and alterations to the existing space and facilities shall have prior approval of the Contract Administrator or designee. The Contractor shall assume the costs of decorating the area including but not limited to painting, carpeting, and wall covering.

### 6.9. Utilities

The University will supply electricity, air conditioning and heat to the current banking location. Where necessary, additional utilities shall be brought to equipment by the Contractor at the Contractor's expense. The cost of connections from the equipment to the provided utility source including all other costs of installation of equipment shall be the Contractor's responsibility.

UWEC shall not guarantee an uninterrupted supply of water, steam, electricity, telephone, computer connectivity, heat or air conditioning, except that it shall be diligent in restoring service following an interruption. UWEC shall not be liable for any loss which may result from the interruption or failure of any such utility services.

### 6.10. ATM Storage

The Contractor's equipment and resale items not removed from UWEC locations on termination of this contract and/or after ten days' written notice to the Contractor may be removed and placed in storage by UWEC. All costs of removal, storage, and product and revenue loss shall be the Contractor's.

### 6.11. Facility Security

The Contractor is responsible for control of keys obtained from UWEC and those areas for which and when they are used by their representatives. The Contractor or its employees shall be responsible for immediately reporting all the facts relating to break-ins, losses incurred, damage to their equipment or damage to UWEC facilities and/or equipment. UWEC shall designate the authority that shall receive these reports and be responsible for key issue. The Contractor shall not duplicate keys provided by UWEC without approval of the University.

The Contractor is responsible for security devices not currently provided by the University but which may be required by the Contractor to further insure revenue, product or property security within the On-Campus Banking, ID/Debit Card and ATM Service areas. The Contractor is responsible for all costs associated with the purchase, installation and maintenance of any On-Campus Banking, ID/Debit Card and ATM Service areas security systems as may be deemed necessary. UWEC reserves the right to retain any permanently installed components or wiring of the security systems at no addition expense upon termination or expiration of the contract.

UWEC and Contractor shall mutually determine the additional security measures as may be required to control unauthorized access to all On-Campus Banking, ID/Debit Card and ATM Service areas included in this contract.

UWEC and Contractor shall mutually determine their responsibility for the cost to provide initial and future additional security measures not specified.

UWEC is responsible for re-keying and replacing lock cylinders, as determined by the University. The 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 or Contractor employee turnover.

#### **6.12. Office Equipment**

Office equipment and furniture as necessary for the operation of the On-Campus Banking, ID/Debit Card and ATM Service shall be provided by the Contractor and shall remain the property of the Contractor at the completion of this contract. All the furniture in the manager's office is and will remain the property of UWEC.

#### **6.13. Telephone and Data Service**

The Contractor shall be responsible for the cost of all communications equipment installation, repair and replacement, line maintenance as well as campus, local and long distance service and all other costs for Banking space and ATM locations.

#### **6.14. Signage**

UWEC shall permit the Contractor to place an interior sign package identifying its operations in the On-Campus Branch, as UWEC shall determine to be reasonable. Exterior and directional signs of such design and dimensions as UWEC and Contractor may agree upon shall be allowed to be maintained in the building and throughout UWEC for the On-Campus Branch. UWEC, without cost or expense to UWEC, will reasonably cooperate with the Contractor in obtaining all necessary approvals from third parties with respect to such signs. Nothing contained herein shall be construed as a requirement that UWEC 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 UWEC prior to installation and conform in general to building decor and good safety practices.

#### **6.15. Additional Equipment**

The Contractor shall operate and maintain On-Campus Banking, ID/Debit Card and ATM Service in accordance with all laws, ordinances, regulations and rules of Federal, State, UWEC and local authorities including the standards of sanitation, safety and health established by UWEC. Structural, utility and equipment changes necessary in order to comply with such requirements and standards for which the University is responsible shall be made by UWEC at its expense.

All material, equipment and supplies provided by UWEC and Contractor must comply fully with all safety requirement as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety and all applicable OSHA Standards and the Americans with Disabilities Act.

#### **6.16. Industry Improvements**

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 ID/ 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.

### **6.17. Contractor Responsibilities**

The Contractor shall provide daily housekeeping/cleaning, maintenance and the equipment and supplies for all areas used by the Contractor. The Contractor shall furnish the necessary equipment, labor and supplies at its expense or acquire them from UWEC on a mutually agreed chargeback basis and amended to the contract. UWEC shall cooperate with the Contractor in the implementation of these services. UWEC shall provide custodial services in areas near and around ATM's.

## **7. PERSONNEL, EMPLOYMENT PRACTICES, AND STAFFING**

### **7.1. Contractor Staff**

The Contractor shall maintain on duty in the On-Campus Banking, ID/Debit Card and ATM Service a sufficient and neatly attired staff of employees to ensure efficient operation.

### **7.2. Management Personnel Hiring and Assignment**

UWEC reserves the right to approve management personnel hiring and assignment. The Contractor's management staff shall cover all operational hours as determined by UWEC.

### **7.3. Contractor Contact Personnel**

The Contractor shall provide headquarters management staff, made known to UWEC by name, to routinely review and inspect operations, fill staff vacancies if necessary, consult with UWEC on current and future Banking service programs and to act with full authority on the Contractor's behalf in any and all matters pertaining to the specifications of this contract.

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

### **7.4. Adequate Staff**

An adequate staff of employees, to be approved by UWEC, shall be on duty to provide efficient and prompt service. UWEC shall have the right to review the staffing patterns and job schedules, and require the Contractor to increase staff based on the needs of the operation. UWEC shall be the final approving authority for adequate staffing requirements.

### **7.5. Drug-Free Workplace**

The Contractor shall establish a drug-free workplace and shall have, for the full term of this contract, an established drug-free workplace policy covering all of its employees.



## **7.6. Personnel Relations**

Personnel relations of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation and payment of personnel.

## **7.7. Employee Lists**

The Contractor shall supply UWEC with a complete list of all employees, supervisors and management assigned work at UWEC. This list shall be updated during the year by the Contractor.

## **7.8. Report of Child Abuse or Neglect**

If, in the course of providing services to UWEC, Contractor (or its agent or employee) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the Contractor (or its agent or employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, Contractor must make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in University of Wisconsin System Institution's Child Abuse and Neglect Policy.

## **7.9. Criminal Background Checks**

UWEC requires the Contractor to warrant they are supplying employees that have passed criminal background checks. This includes management, full and part-time staff. The Contractor also agrees to defend, indemnify and hold harmless the Board of Regents of the University of Wisconsin System, its officers, employees and agents for any claims, suits or proceedings alleging a breach of this warranty.

Contractors whose employees, affiliates, or volunteers will have routine or unsupervised access to vulnerable populations (i.e., minors) in the course of the contract represent that these employees, affiliates, or volunteers have satisfied a criminal background check conducted by a criminal background check selected by the Contractor that includes a check of the Contractor's proprietary national criminal background check database.

UWEC reserves the right upon reasonable advance notice to require verification of prior criminal background checks on any employees, affiliates, or volunteers who will be on campus and have routine or unsupervised access to vulnerable populations, to receive confirmation in advance that these individuals have cleared such background checks, and to reasonably withhold consent for any individual's presence on campus if no such confirmation is received.

# **8. ACCOUNTING, STATEMENTS, AUDITS AND PAYMENTS**

## **8.1. Profit or Loss from Operation**

Any profit or loss from the operation of the On-Campus Banking, ID/Debit Card and ATM Services after direct costs, Contractor's management and administration costs and commissions or guarantee payments to UWEC shall be the Contractor's.

## **8.2. 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 UWEC operations shall be retained for three years from the close of each year's operation.

### **8.3. Audit**

Any records pertaining to the operations of this service including ATM's shall be open for inspection and/or audit by the State and/or UWEC 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.

### **8.4. ATM Statement Review**

On request of UWEC the Contractor shall meet with UWEC 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.

### **8.5. ATM Monthly Statement**

The Contractor shall provide UWEC with a monthly statement showing the number of ATM and balance inquiry transactions per each ATM for the month and cumulative for the contract year. The Contractor shall not be required to provide transaction counts by any method which might result in the disclosure of personal or proprietary information or that would violate any applicable law or regulation, including the joint rules of the Commissioner of Banking and the Commissioner of Savings and Loan.

### **8.6. ATM Malfunction Report**

The Contractor shall provide UWEC 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.

### **8.7. Contractor Losses**

The Contractor shall exercise maximum control over all cash sales transactions and is responsible to recommend conditions and equipment which may be needed to maintain this control. All losses incurred by the Contractor in the process of operation of the On-Campus Banking, ID/Debit Card and ATM Services due to theft, fire, accident, spoilage, protest, etc. shall be the responsibility of the Contractor.

### **8.8. Contractor Rental Payments**

The Contractor shall pay UWEC for rental of UWEC premises a monthly rent advance payment by the twentieth (20th) day of the month. Payment to be made to "The University of Wisconsin-Eau Claire" and sent to: UW-Eau Claire, W. R. Davies Center, 77 Roosevelt Avenue, Eau Claire, WI 54701 (Attn: Director of University Centers - Charles Farrell).

Rental payments not received by UWEC on the twentieth (20th) day following the first day of the month in which they were earned shall be paid by the Contractor plus a minimum interest penalty on the amount due at the prevailing interest percentage conditions the State of Wisconsin uses for delinquent income tax.

**8.9. Campus Support Payments & Escalation**

Campus Support Funds (see Financial Considerations Form, Section 11) will be paid annually to UWEC for the life of the contract. The first payment shall be paid within 30 days of contract execution and on July 1<sup>st</sup> at each subsequent contract anniversary.

**8.10. Business Review**

Recognizing that 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 effect adjustments in operations and shall cooperate at all times to maintain maximum efficiency and good public relations with students, faculty and staff.

**9. CAMPUS INFORMATION**

In an effort to provide the potential Bidders with pertinent facts about UWEC, the following information shall be accumulated and held. At the time of the Bidder’s Site Visit/Survey at UWEC, copies of this information shall be made available to each prospective Bidder. Additional data and information may be requested by each Bidder at that time.

The statistical data provided in this schedule does not constitute terms of the resulting contract. The data is included for informational purposes only.

**9.1. Estimated University Population (FTE)**

	2016-2017
Undergraduate	9,981
Graduate	348
Total	10,329
	2015-2016
Summer	600

**9.2. Campus Map and Calendar**

The current UWEC Campus Map and the UWEC Academic Calendars for 2017-2018 and 2018-2019 are attached, and are also available at [www.UWEC.edu](http://www.UWEC.edu)

**9.3. ATM TRANSACTIONS**

The “Tyme Commissions Report – Free ATMs from Royal Credit Union” (a separate contract) is below.

Royal Credit Union														
TYME COMMISSIONS REPORT - Free ATMs														
September 2015 - August 2016														
MONTH	DAVIES ATM #2056							HILLTOP ATM #5104						
	DATE RECEIVED	Withdraw	Deposit	Transfer	Balance	Pin Change	TOTAL TRANSACTIONS	DATE RECEIVED	Withdraw	Deposit	Transfer	Balance	Pin Change	TOTAL TRANSACTIONS
SEPTEMBER	9/16/2015	616	25	9	63	0	713	9/16/2015	147	0	3	32	0	182
OCTOBER	10/15/2015	1275	42	14	171	0	1502	10/15/2015	1188	0	12	115	0	1315
NOVEMBER	11/11/2015	1412	44	18	245	1	1720	11/11/2015	1432	0	13	139	0	1584
DECEMBER	12/10/2015	1209	30	25	173	0	1437	12/10/2015	1140	0	5	115	0	1260
JANUARY	1/14/2016	967	44	13	133	0	1157	1/14/2016	700	0	6	91	0	797
FEBRUARY	2/9/2016	1209	30	25	173	0	1437	2/9/2016	1140	0	5	115	0	1260
MARCH	3/10/2016	1079	30	18	150	0	1277	3/10/2016	1385	0	17	172	0	1574
APRIL	4/14/2016	1068	34	14	136	0	1252	4/14/2016	1099	0	5	106	0	1210
MAY	6/10/2016	1049	34	17	138	3	1241	6/10/2016	948	0	3	100	0	1051
JUNE	7/16/2016	431	19	2	36	0	488	7/16/2016	59	0	0	5	0	64
JULY	8/10/2016	428	11	3	6	0	448	8/10/2016	62	0	0	12	0	74
AUGUST	9/12/2016	460	17	7	42	0	526	9/12/2016	116	0	0	5	1	122
TOTALS		11,203	360	165	1,466	4	13,198	TOTALS	9,416	-	69	1,007	1	10,493

The information in the table below reflects the most current record of the US Bank ATM transactions from July 2015 through June 2016 for the ATM contract that ends June 30, 2017.

US Bank ATM - Total Transactions Report			
Fiscal Year 2015-2016	W. R. Davies Center	Hilltop Center	TOTAL
Jul-15	763	162	925
Aug-15	1,310	320	1,630
Sep-15	3,126	2,099	5,225
Oct-15	3,093	2,409	5,502
Nov-15	2,620	1,758	4,378
Dec-15	1,866	1,223	3,089
Jan-16	1,267	593	1,860
Feb-16	2,264	1,597	3,861
Mar-16	1,666	1,216	2,882
Apr-16	2,282	1,748	4,030
May-16	1,860	1,097	2,957
Jun-16	665	60	725
Total	22,782	14,282	37,064

## 10. CHECKLIST

### MD-17-2486 Bid Submittal Checklist

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#### Required Bid Documents

- Request for Bid Cover Page – DOA-3070 Form – Page 2
- Section 11 Financial Considerations Form
- Section 13 Bidder Information
- Section 14 Bidder Client Reference
- Section 15 Designation of Confidential and Proprietary Information (if applicable)
- Section 16 Affidavit

***Note: This checklist is to help Bidders ensure their submittal packet is complete. This sheet does not need to be returned as part of the bid submittal.***



**11.5. Signature**

Company Name	_____		
Address	_____		
City, State, Zip	_____		
Phone	_____	Email	_____
Fax	_____	FEIN	_____
Name	_____	Title	_____
Signature	_____	Date	_____

**12. STANDARD TERMS AND CONDITIONS**

The State of Wisconsin Standard Terms and Conditions are displayed on the following 3 pages of this document.

## Standard Terms and Conditions (Request for Bids / Bids)

- 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/Bidders are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/bid.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the Bidder's/Bidder's letterhead, signed, and attached to the request. In the absence of such statement, the bid/bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the Bidders/Bidders 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/bid 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/bid 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 industrywide. The conditions under which price increases may be granted shall be expressed in bid/bid 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/bids, to waive any technicality in any bid/bid submitted, and to accept any part of a bid/bid as deemed to be in the best interests of the State of Wisconsin.
- Bids/bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/bid is due. Bids/bids date and time stamped in another office will be rejected. Receipt of a bid/bid by the mail system does not constitute receipt of a bid/bid 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 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 Bidder 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.



## Standard Terms and Conditions (Request for Bids / Bids)

- 15.0 APPLICABLE LAW AND COMPLIANCE:** 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 this contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred Contractor or a Contractor that 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 and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the Bidder/Bidder, equipment purchased as a result of this request shall be warranted against defects by the Bidder/Bidder 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 non-appropriation of funds or for failure of the Contractor to comply with terms, conditions, and specifications of this contract.

## Standard Terms and Conditions (Request for Bids / Bids)

- 25.0 BIDDER TAX DELINQUENCY:** Bidders 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/bid 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/bid 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 Bidder's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/bid, 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 Bidder in response to this request that the Bidder 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/Bidders may request the form if it is not part of the Request for Bid/Request for Bid package. Bid/bid 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 RERENTS:** 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) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful Bidder/Bidder shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful Bidder/Bidder to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

## 13. Bidder Information

### BIDDER INFORMATION

1. Bidder Company Name: \_\_\_\_\_

Fein: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

2. Name of person we may contact in the event there are questions about your Bid.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. The Bidder that is awarded this contract will be required to submit affirmative action information to the University. Please name the person in your company we may contact about this plan.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

4. Mailing address where state purchase orders are to be mailed.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**14. Bidder Client Reference**

**Bidder Client Reference**

Company 1 Name: \_\_\_\_\_

Address (include Zip + 4): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Products and/or Services used: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Company 2 Name: \_\_\_\_\_

Address (include Zip + 4): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Products and/or Services used: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Company 3 Name: \_\_\_\_\_

Address (include Zip + 4): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Products and/or Services used: \_\_\_\_\_

\_\_\_\_\_

Company 4 Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address (include Zip + 4): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Products and/or Services used: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

**RETURN THIS PAGE WITH BID**

**15. Designation of Confidential and Proprietary Information**

**DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

THE ATTACHED MATERIAL SUBMITTED IN RESPONSE TO Bid No. MD-17-2486 includes proprietary and confidential information which qualifies as trade secret, as provided in Section 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/Bid Response be treated as confidential material and not be released without our written approval. 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.

This does not apply to Bid or Bid prices. Prices are always open. Other information usually 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. Failure to include this form in the Bid/Bid Response may mean that all information provided as part of the Bid response will be open to examination and copying. The state considers other markings of confidential in the Bid 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.

\_\_\_\_\_  
Name Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature Authorized Representative

\_\_\_\_\_  
Date

**RETURN THIS PAGE WITH BID**

## 16. Affidavit

University of Wisconsin System  
 780 Regent Street  
 Madison, WI 53715

This completed affidavit must be submitted with the bid.

Administration. If you have questions concerning the certification process, contact the Department of Administration, 101 E Wilson St, 6<sup>th</sup> floor, PO Box 7970, Madison, WI, 53707 or (608) 267-9550.

- Work Center Preference (§ 16.752, Wis Stats.) Must be certified by the State of Wisconsin Use Board. If you have questions concerning the certification process, contact the Wisconsin State Use Board, 101 East Wilson St, 6<sup>th</sup> floor, PO Box 7867, Madison WI, 53707 or 608.266.2553.

**American-Made Materials:** The 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     
  N/A (Does not apply)

**Services Performed in the United States (2009 Wis Act 136):** All services provided to the University of Wisconsin System or any of its campuses under this bid will be performed in the United States.

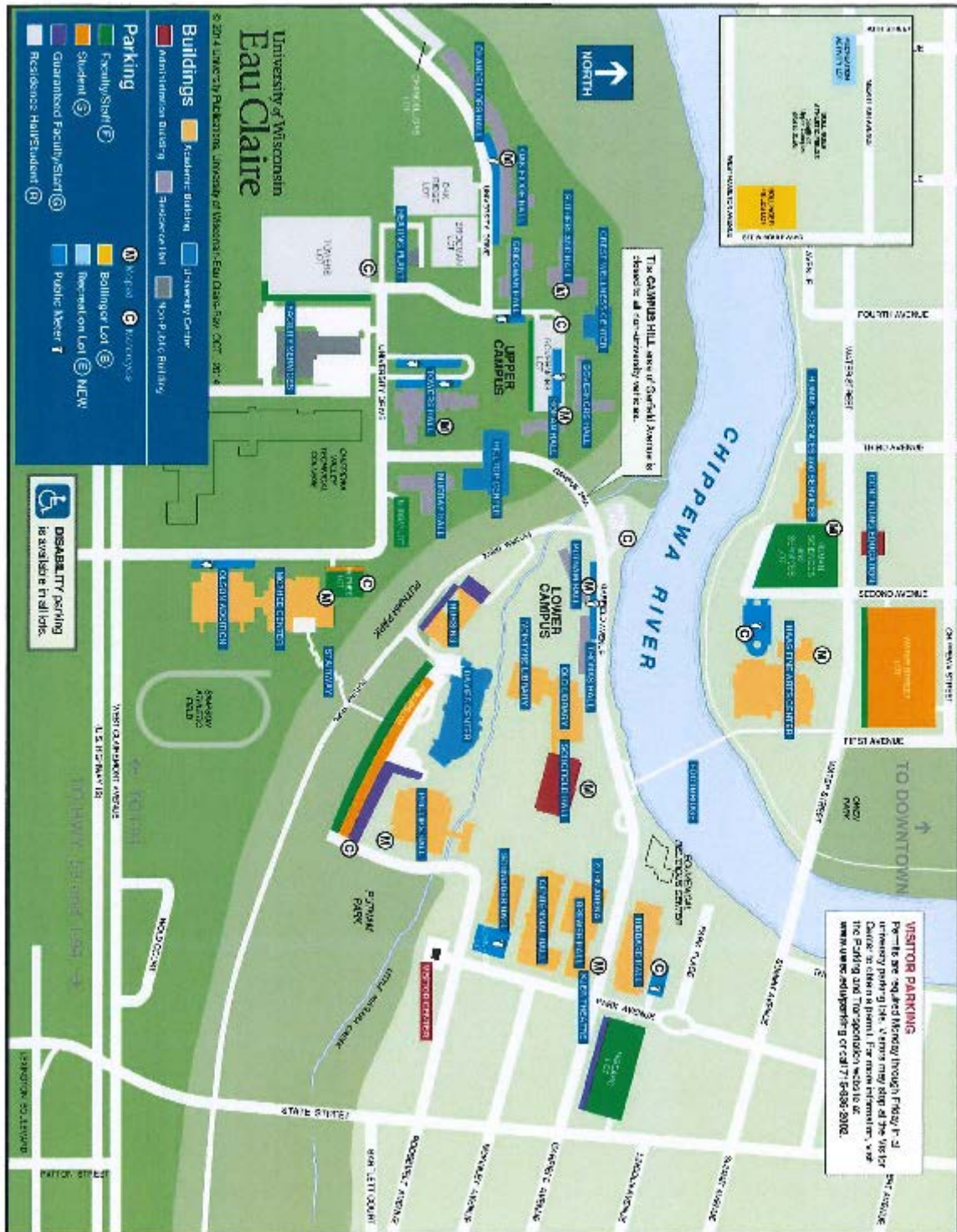
- Yes     
  No     
  N/A (Does not apply)

**Non-Collusion:** 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 trade; 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 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 of Wisconsin in this Announcement of Bid/Bid and the terms of our Bid/Bid.

Authorized Representative:		Title:	
	(Type or Print)		
Authorized Representative:		Date:	
	(Signature)		
Company Name:		Telephone:	

**RETURN THIS PAGE WITH BID**





University of Wisconsin-Eau Claire 2017-2018 Academic Calendar including Winterim 2018

Academic Calendar							Organizational Services / Instructional Days				Days to Note				
<b>AUGUST 2017</b>							ORG			INST					
S	M	T	W	T	F	S	2			0					
		1	2	3	4	5									
6	7	8	9	10	11	12		MWF	TR						
13	14	15	16	17	18	19									
20	21*	22	23	24	25	26	M	T	W	R	F				
27	28	29	30	31											
							21			0	21 - First day of faculty contractual period 30-31 - Advising and Registration				
<b>SEPTEMBER 2017</b>							ORG			INST					
S	M	T	W	T	F	S	20			19					
					1	2									
3	4	5	6	7	8	9		MWF	TR						
10	11	12	13	14	15	16									
17	18	19	20	21	22	23	M	T	W	R	F				
24	25	26	27	28	29	30	3	3	4	4	4				
							1			7	1 - Advising and Registration 4 - Labor Day Holiday-University closed 5 - Phase II Orientation 6 - Classes begin-Fall Semester				
<b>OCTOBER 2017</b>							ORG			INST					
S	M	T	W	T	F	S	22			22					
1	2	3	4	5	6	7									
8	9	10	11	12	13	14		MWF	TR						
15	16	17	18	19	20	21									
22	23	24	25	26	27	28	M	T	W	R	F				
29	30	31					5	5	4	4	4				
							13			9					
<b>NOVEMBER 2017</b>							ORG			INST					
S	M	T	W	T	F	S	19			19					
			1	2	3	4									
5	6	7	8	9	10	11		MWF	TR						
12	13	14	15	16	17	18									
19	20	21	22	23	24	25	M	T	W	R	F				
26	27	28	29	30			4	4	4	4	3				
							11			8	22 - Recess begins-No classes-University open 23 - Thanksgiving Day Holiday-University closed 24 - No classes-University open 27 - Classes resume				
<b>DECEMBER 2017</b>							ORG			INST					
S	M	T	W	T	F	S	16			16					
						2									
3	4	5	6	7	8	9		MWF	TR						
10	11	12	13	14	15	16									
17	18	19	20	21	22	23	M	T	W	R	F				
24	25	26	27	28	29	30	2	2	2	2	3				
31															
							7			4	16 - Last day of classes 18 - Commencement 17 - Study Day (Sunday) 18-22 - Final Examinations Week 22 - Degree Confer Date 24-25 - Holiday-University closed 27 - Fall 2017 Grades Due				
<b>TOTALS</b>								MWF	TR	ORG	INST				
							14	14	14	14	14	42	28	79	75
<b>JANUARY 2018</b>							ORG			INST					
S	M	T	W	T	F	S	18	Winterim		18					
	1	2	3	4	5	6	6	Spring		3					
7	8	9	10	11	12	13		MWF	TR						
14	15	16	17	18	19	20									
21	22	23	24	25	26	27	M	T	W	R	F				
28	29	30	31				1	1	1	0	0				
							2			1	1 - New Year's Day Holiday-University closed 2 - Winterim classes begin 15 - Martin Luther King Holiday-University closed 26-28 - Advising and Registration 28 - Last day of Winterim classes /Degree Confer Date 29 - Classes Begin-Spring Semester 30 - Winterim 2018 Grades Due				
<b>FEBRUARY 2018</b>							ORG			INST					
S	M	T	W	T	F	S	20			20					
				1	2	3									
4	5	6	7	8	9	10		MWF	TR						
11	12	13	14	15	16	17									
18	19	20	21	22	23	24	M	T	W	R	F				
25	26	27	28				4	4	4	4	4				

Registrar's Office (12.1.2014)



University of Wisconsin-Eau Claire 2018-2019 Academic Calendar including Winterim 2019

Academic Calendar							Organizational Services / Instructional Days				Days to Note				
<b>AUGUST 2018</b>							ORG			INST					
S	M	T	W	T	F	S	3			0	27 - First day of faculty contractual period 29-31 - Advising and Registration				
			1	2	3	4									
5	6	7	8	9	10	11		MWF	TR						
12	13	14	15	16	17	18									
19	20	21	22	23	24	25	M	T	W	R			F		
25	27*	28	29	30	31										
<b>SEPTEMBER 2018</b>							ORG			INST					
S	M	T	W	T	F	S	19			18	3 - Labor Day Holiday-University closed 4 - Phase II Orientation 5 - Classes begin-Fall semester				
						1									
2	3	4	5	6	7	8		MWF	TR						
9	10	11	12	13	14	15		11	7						
16	17	18	19	20	21	22	M	T	W	R			F		
23	24	25	26	27	28	29	3	3	4	4			4		
30															
<b>OCTOBER 2018</b>							ORG			INST					
S	M	T	W	T	F	S	20			23					
	1	2	3	4	5	6									
7	8	9	10	11	12	13		MWF	TR						
14	15	16	17	18	19	20		14	9						
21	22	23	24	25	26	27	M	T	W	R			F		
28	29	30	31				5	5	6	4			4		
<b>NOVEMBER 2018</b>							ORG			INST					
S	M	T	W	T	F	S	19			19	21 - Recess begins-No classes-University open 22 - Thanksgiving Day Holiday-University closed 23 - No classes-University open 25 - Classes resume				
				1	2	3									
4	5	6	7	8	9	10		MWF	TR						
11	12	13	14	15	16	17		11	8						
18	19	20	21	22	23	24	M	T	W	R			F		
25	26	27	28	29	30		4	4	3	4			4		
<b>DECEMBER 2018</b>							ORG			INST					
S	M	T	W	T	F	S	16			16	14 - Last day of classes 15 - Study Day 17-21 - Final Examinations Week 21 - Degree Confer Date 22 - Commencement 24-25 - Holiday - University closed 27 - Fall 2018 Grades Due 31 - Holiday - University closed				
						1									
2	3	4	5	6	7	8		MWF	TR						
9	10	11	12	13	14	15		6	4						
16	17	18	19	20	21	22	M	T	W	R			F		
23	24	25	26	27	28	29	2	2	2	2			2		
30	31														
<b>TOTALS</b>								MWF	TR	ORG	INST				
							14	14	14	14	14	42	26	73	75
<b>JANUARY 2019</b>							ORG			INST					
S	M	T	W	T	F	S	18	Winterim		18	1 - New Year's Day Holiday-University closed 7 - Winterim classes begin 21 - Martin Luther King Holiday-Univ. closed 31 - Advising and Registration				
		1	2	3	4	5	1	Spring		0					
6	7	8	9	10	11	12		MWF	TR						
13	14	15	16	17	18	19		0	0						
20	21	22	23	24	25	26	M	T	W	R			F		
27	28	29	30	31			0	0	0	0			0		
<b>FEBRUARY 2019</b>							ORG			INST					
S	M	T	W	T	F	S	1	Winterim		1	1 - Advising and Registration 1 - Last day of Winterim classes / Degree Confer Date 4 - Classes begin-Spring semester 6 - Winterim 2019 Grades Due				
				1	2		20	Spring		19					
3	4	5	6	7	8	9		MWF	TR						
10	11	12	13	14	15	16		11	8						
17	18	19	20	21	22	23	M	T	W	R			F		
24	25	26	27	28			4	4	4	4			3		



Request for Bid (RFB) MD-17-2486

On-Campus Banking, ID/Debit Card and  
ATM Services for:

**University of Wisconsin – Eau Claire**

March 13, 2017





March 13<sup>th</sup>, 2017

Mr. Marcel DuBois  
University of Wisconsin System Administration-Office of Procurement  
780 Regent St., Suite 105  
Madison, WI 53715

Dear Mr. Marcel DuBois / RFB Team:

On behalf of the entire U.S. Bank Campus Banking team, we are very excited for the opportunity to submit a compelling bid for the RFB for the University of Wisconsin – Eau Claire.

U.S. Bank values and appreciates our long-term partners; as we have significant history which dates back to 2005 where we teamed up to offer UW-Eau Claire students, faculty and staff, to provide integrated ID card services. Two years later, we made history introducing the newest campus ID card, the *Maxx* Card.

Working with our partners, we understand and embrace the importance of innovation and the ever-so changing habits, behavior and traits of the campus consumer. U.S. Bank admires the value and pride you place on the Blugold Card Office and the services you offer to your students, faculty and staff. U.S. Bank has partnered with our nation's most prestigious colleges and universities since the mid-90s, providing a variety of banking services to hundreds of thousands of students, faculty and staff through on-site branches and campus ID cards. And our approach has always been one of accepting a shared responsibility and investment in the success of each program, each one a true consultative partnership.

Lastly, we believe in putting people first. At U.S. Bank, our dedication to making ethical decisions and doing the right thing is at the heart of what we do. These efforts haven't gone unnoticed: we are one of two banks in the United States to be named a 2016 World's Most Ethical Company® by an independent organization, Ethisphere, for the second consecutive year. Together, our commitment to ethical business practices, innovative approach, with the financial strength to serve the University of Wisconsin – Eau Claire campus population is the foundation of our future growth. We are proud to be your trusted financial partner.



Sincerely,

A handwritten signature in blue ink that reads 'M. Scheuermann'.

Meredith Scheuermann  
VP, Sr. Business Development Manager  
U.S. Bank-On-Site Banking

A handwritten signature in blue ink that reads 'Linda Brumm'.

Linda Brumm  
Partnership Manager  
U.S. Bank-Campus Cards



State of Wisconsin  
 DOA-3261 (R08/2003)  
 s.16.75, Wis. Statutes

**BIDS MUST BE SEALED AND ADDRESSED TO:**

**AGENCY ADDRESS:**

University of Wisconsin System  
 Administration  
 Office of Procurement  
 780 Regent Street, Suite 105  
 Madison, WI 53715

**REQUEST FOR BID  
 THIS IS NOT AN ORDER**

BIDDER (Name and Address)

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # **MD-17-2486**. 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 in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a 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 record. 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

**March 15, 2017 2:00 pm Central**

Public Opening   
 No Public Opening

Name (Contact for further information)

Marcel DuBois

Phone

608-263-4380

Date

March 13, 2017

Quote Price and Delivery FOB

N/A

Description

**REQUEST FOR BID (RFB):**

On-Campus Banking, ID/Debit Card and ATM Services for the University of Wisconsin-Eau Claire

**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.

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)

Meredith Scheuermann

Title

VP, Senior Business Development Manager

Phone

920-216-0132

Fax 920-424-4216

Signature of Above

*M. Scheuermann*

Date

March 13<sup>th</sup>, 2017

Federal Employer Identification No.

31-0841368

Social Security No. if Sole Proprietor (Voluntary)

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

## 11. FINANCIAL CONSIDERATIONS FORM

We, the undersigned, in compliance with the Request for Bid No. MD-17-2486 for On-Site Banking, ID/Debit Card and ATM Services dated February 22, 2017 hereby submit the following Financial Considerations to UWEC. In making these Bids we acknowledge that we have read and understood this RFB and hereby submit our Bid in accordance with the terms and conditions of the RFB specifications and agree to fulfill our legal obligations pursuant to the attached contractual provisions.

### 11.1. Rent

Bidder agrees to make a monthly rent payment of \$ 1,250.00 (UWEC requires a **minimum monthly** rent payment of **\$1,200.00**.)

### 11.2. Rights Fee

For the right to provide On-Campus Banking, ID/Debit Card and ATM service per this RFB;

Bidder agrees to make an annual payment in the amount of: \$ 130,000 for the first five years of the contract. (UWEC requires a **minimum annual** payment of **\$125,000** for these rights)

Bidder agrees to make an annual payment in the amount of: \$ 160,000 for each subsequent year of the contract, including renewals. (UWEC requires a **minimum annual** payment of **\$150,000** for these rights)

### 11.3. University Centers Student Excellence in Leadership Awards Program Support

Each year The University Centers honors students who have made exceptional contributions to student life. UWEC staff determine the Leadership Award winners. This program will be supported by the Banking and ATM service provider.

Program details can be found at: <http://www.uwec.edu/Activities/leadership/awards/index.htm/>

Bidder agrees to make an annual financial support payment in the amount of: \$ 25,000 (A **minimum annual** payment of **\$25,000** is to provide financial support to the University Centers Student Excellence in Leadership Awards Program.)

### 11.4. Addenda

THE BELOW ADDENDA HAVE BEEN RECEIVED AND CONSIDERED IN THE PREPARATION OF THIS BID. PLEASE COMPLETE THE ACKNOWLEDGMENT BY INSERTING THE DATE OF THE ADDENDA.

WE ACKNOWLEDGE:      ADDENDUM #1 Received      DATE 3/10/2017

ADDENDUM #2 \_\_\_\_\_ DATE \_\_\_\_\_

ADDENDUM #3 \_\_\_\_\_ DATE \_\_\_\_\_



**11.5. Signature**

Company Name	<u>U.S. Bank National Association</u>		
Address	<u>800 Nicollet Mall</u>		
City, State, Zip	<u>Minneapolis, MN 55402</u>		
Phone	<u>920-424-4118</u>	Email	<u>Meredith.Scheuermann@usbank.com</u>
Fax	<u>920-424-4216</u>	FEIN	<u>31-0841368</u>
Name	<u>Meredith Scheuermann</u>	Title	<u>VP, Senior Business Development Manager</u>
Signature	<u><i>M. Scheuermann</i></u>	Date	<u>March 13<sup>th</sup>, 2017</u>

## 13. Bidder Information

### BIDDER INFORMATION

1. Bidder Company Name: U.S. Bank National Association

Fein: 31-0841368

Phone: 920-424-4118 Fax: N/A

Address: 800 Nicollet Mall

City: Minneapolis State: MN Zip: 55402

2. Name of person we may contact in the event there are questions about your Bid.

Name: Meredith Scheuermann Title: VP, Senior Business Development Manager

Phone: 920-424-4118 Fax: 920-424-4216

Address: 111 N Main Street

City: Oshkosh State: Wisconsin Zip: 54901-2448

3. The Bidder that is awarded this contract will be required to submit affirmative action information to the University. Please name the person in your company we may contact about this plan.

Name: Janet Wright Title: EEO/AA Manager

Phone: 651-325-0939 Fax: N/A

Address: 9996 W Hollandale Drive

City: Boise State: ID Zip: 83709

4. Mailing address where state purchase orders are to be mailed.

Name: Meredith Scheuermann Title: VP, Senior Business Development Manager

Phone: 920-424-4118 Fax: 920-424-4216

Address: 111 N Main Street

City: Oshkosh State: WI Zip: 54901-2448

RETURN THIS PAGE WITH BID





**15. Designation of Confidential and Proprietary Information**

**DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

THE ATTACHED MATERIAL SUBMITTED IN RESPONSE TO Bid No. MD-17-2486 includes proprietary and confidential information which qualifies as trade secret, as provided in Section 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/Bid Response be treated as confidential material and not be released without our written approval. We request that the following pages not be released:

Section	Page#	Topic
N/A		

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.

This does not apply to Bid or Bid prices. Prices are always open. Other information usually 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. Failure to include this form in the Bid/Bid Response may mean that all information provided as part of the Bid response will be open to examination and copying. The state considers other markings of confidential in the Bid 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.

Meredith Scheuermann  
Name Authorized Representative

U.S. Bank National Association  
Company Name

M. Scheuermann  
Signature Authorized Representative

March 13, 2017  
Date

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## 16. Affidavit

University of Wisconsin System  
 780 Regent Street  
 Madison, WI 53715

This completed affidavit must be submitted with the bid.

Administration. If you have questions concerning the certification process, contact the Department of Administration, 101 E Wilson St, 6<sup>th</sup> floor, PO Box 7970, Madison, WI, 53707 or (608) 267-9550.

- Work Center Preference (§ 16.752, Wis Stats.) Must be certified by the State of Wisconsin Use Board. If you have questions concerning the certification process, contact the Wisconsin State Use Board, 101 East Wilson St, 6<sup>th</sup> floor, PO Box 7867, Madison WI, 53707 or 608.266.2553.

**American-Made Materials:** The 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      **XX** N/A (Does not apply)

**Services Performed in the United States (2009 Wis Act 136):** All services provided to the University of Wisconsin System or any of its campuses under this bid will be performed in the United States.

- XX** Yes       No       N/A (Does not apply)

Non-Collusion: 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 trade; 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 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 of Wisconsin in this Announcement of Bid/Bid and the terms of our Bid/Bid.

Authorized Representative:	Meredith Scheuermann	Title:	VP, Senior Business Development Manager
	(Type or Print)		
Authorized Representative:	<i>M. Scheuermann</i>	Date:	March 13 <sup>th</sup> , 2017
	(Signature)		
Company Name:	U.S. Bank National Association	Telephone:	920-424-4118

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