

UNIVERSITY OF WISCONSIN SYSTEM



REQUEST FOR BID (RFB) PS-23-2808

On-Site Banking and Automated Teller Machine (ATM) Services

University of Wisconsin-Superior

DATE OF ISSUE: September 30, 2022

BID DUE DATE: October 20, 2022 2:00 PM (CST)

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

PROPOSALS MUST BE SEALED AND ADDRESSED TO:



Remove from proposer 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**

PROPOSER (Name and Address)

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal #**PS-23-2808**. Late proposals will be rejected. Proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal 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. Proposer should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Proposals MUST be in this office no later than

October 20, 2022 2PM CST

Public Opening

No Public Opening

Name (Contact for further information)

Paul D. Schlough

Phone

Date

608-265-0557

09-29-2022

Quote Price and Delivery FOB

Description

REQUEST FOR Bid (RFB)

On-Site Banking Services for the University of Wisconsin-Superior. Public Bid Opening on October 20, 2022 at 2pm CST via WebEx Meeting as Documented in this RFB. (Attendance Optional).

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 proposal 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 proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer 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 Proposal and all terms of our proposal.

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

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 Purpose of the Request

PURPOSE OF THE REQUEST FOR BIDS: The purpose of this document is to provide interested parties with information to enable them to prepare and submit a bid for On-Site Banking and Automated Teller Machine (ATM) Services at the University of Wisconsin-Superior.

The State as represented by University of Wisconsin Board of Regents intends to use the results of this process to award a contract for On-Site Banking and Automated Teller Machine (ATM) Services on behalf of the University of Wisconsin-Superior as identified in this bid document.

1.2 Reasonable Accommodations

REASONABLE ACCOMMODATIONS: The University of Wisconsin System Administration, Office of Procurement 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 opening/vendor conference, contact Paul D. Schlough, Procurement Manager in representation of the University of Wisconsin System Administration Office of Procurement at 608-265-0557 (voice).

1.3 Scope

SCOPE: The University of Wisconsin System Administration and the University of Wisconsin Board of Regents intends to utilize this bid for (this purchase only or all purchases for a year, etc.) the purchase of On-Site Banking and Automated Teller Machine (ATM) Services on behalf of the University of Wisconsin-Superior as named in this Bid document.

1.4 Overview of Procuring Agency

OVERVIEW OF PROCURING AGENCY: The University of Wisconsin System Administration performs administrative and executive functions for the University of Wisconsin System and its Institutions.

1.5 Contract Length

CONTRACT LENGTH: It is the intent of the University to commence the resulting contract on or about January 25, 2023. The contract term will be for a one (1) year period from the effective date with four (4) automatic one (1) year extensions. The contract shall be automatically extended unless either party notifies the other in writing one hundred and twenty days prior to the anniversary date.

The total contractual length will be five (5) years

1.6 Method of Award

METHOD OF AWARD: The award will be based upon the aggregate best value return to the University of the highest monthly lease payment, highest ATM Commission per Transaction, and lowest ATM Surcharge Fee totals from the best overall aggregate value return from responsible bidder. The award shall be made to the single bidder providing the highest aggregate dollar return which is in the best interest of the University. The University shall determine if the bidder is financially, managerially, and operationally capable of providing the required services based on the vendor's response to this bid. Only those vendors determined to be capable and currently operate On-Site Banking and Automated Teller Machine (ATM) Services shall be considered. Representatives from the

University reserve the right to inspect the bidder's facilities and other operations under the contractor's management prior to award of this bid.

1.7 Parties to the Contract

PARTIES TO THE CONTRACT: The contract shall be between the State of Wisconsin Board of Regents of the University of Wisconsin System doing business as the University of Wisconsin – Superior, hereafter referred to as the "University" and the successful bidder hereafter referred to as the "vendor" for the provision of On-Site Banking and Automated Teller Machine (ATM) Services according to the terms set forth herein.

Mr. Ethan Russom, Director Yellowjacket Union, UW-Superior shall be the representative of the University responsible for the administration of UW-Superior contract and referred to herein as "the appropriate campus authority or Campus Contract Administrator".

1.8 Cancellation and Termination

CANCELLATION AND TERMINATION: The University of Wisconsin System reserves the right to cancel the resulting contract/agreement, for any reason, by giving written notice to Contractor of such cancellation and specifying the effective date thereof, at least one hundred twenty (120) calendar days before 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 in 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).

In addition, the University of Wisconsin System reserves the right to terminate the resulting contract/agreement, for reasons of breach of contract, by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) calendar days before the effective date of such termination. The University shall provide ten (10) calendar days written notice of contract breach and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the University may cancel the contract by giving one hundred twenty (120) calendar day notice in writing by registered or certified mail of its intention to cancel this contract. Contractor shall, in the event of such termination, be entitled to receive compensation for any work accepted hereunder in accordance with the University of Wisconsin System's order(s). Contractor shall also be compensated for partially completed work in the event of such termination. The compensation for such partially completed work shall be no more than the percentage of completion of each work effort, as determined in 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).

Should the University breach any terms or provisions of this contract, the contractor shall serve written notice on the University setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the contractor may cancel the contract by giving one hundred twenty (120) calendar day notice, in writing, by registered or certified mail of its intention to cancel this contract.

Upon cancellation, termination or other expiration of the resulting contract/agreement, each party shall forthwith return to the other all papers, materials, and other properties of the other held by each for purposes of execution of the contract/agreement. In addition, each party will assist the other party in the orderly termination of this contract/agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

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

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

1.9 VendorNet Registration

The State of Wisconsin's purchasing information and vendor 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. Vendors 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. A subscription with notification 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 proposal in their designated commodity/service area(s) with an estimated value over \$25,000. Organizations without Internet access receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$25,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

2 Bid Procedures and Instructions

2.1 Method of Bid/Submission

Vendors must submit an electronic original, marked as such, with all materials required for acceptance of their bid by the deadline shown on this Request for Bid Form. Vendors must also submit one electronic copy with all proprietary information redacted from the Bid Submittal. The copy must be clearly labeled and marked "Redacted Copy".

Submission must be made to:

**University of Wisconsin System Administration Office of Procurement
Attn.: Paul D. Schlough, Procurement Manager
660 W. Washington Ave.
Madison, WI 53703**

Via the following email address: pschlough@uwsa.edu

All Bids must be received by the University of Wisconsin System Administration Office of Procurement via email pschlough@uwsa.edu prior to the stated due date of 2pm Central Time October 20, 2022. The Time of Email Receipt of bid to pschlough@uwsa.edu will be considered the time stamp. **Bids received after the 2pm Central Time October 20, 2022 due date will be considered late and will not be accepted as a legitimate bid.**

The instructions for submitting a Request for Bid submission are as follows:

Strongly preferred Method:

- Place an electronic copy of your complete Bid Submission in a secure on-line folder which Paul D. Schlough, UWSA Senior Procurement Specialist is granted permission to access.
- Place an electronic copy of your Redacted Bid Submission in the same folder as a separate file.
- Send Paul D. Schlough, UWSA Procurement Manager a link to access that folder by the due date for submissions, 2:00 p.m., Tuesday, October 20, 2022 at email address pschlough@uwsa.edu.
- Files will be downloaded by UWSA Procurement upon receipt, but not reviewed until after the due date of this RFB.
- Please make certain that the necessary permissions are granted to UWSA Procurement to access the folder and download the files. If password protected, please send the password to pschlough@uwsa.edu via a separate email by the due date specified on this RFB.

If unable to use the Strongly Preferred Method (above):

- Email the RFB as an attachment by the due date for submissions, 2:00 p.m. Tuesday, October 20, 2022 to pschlough@uwsa.edu.
- Send a separate email with the date and time the RFB was emailed.
- Please be aware that UWSA e-mail subsystem may trap e-mail containing large attachments and/or certain types of encryption and/or embedded macros to subject it to additional screening.
- If possible, please use the “Strongly Preferred Method”.
- Note: Allowable Attachment Size for UWSA Email Receipt is **10MB**.
If you have questions, please reach out immediately to Paul D. Schlough – UWSA Procurement Manager at pschlough@uwsa.edu or via phone 608-265-0557.

Public Bid Opening:

Join Zoom Meeting

<https://wisconsin-edu.zoom.us/j/99687222120?pwd=RGVkdGcwldOVHI1Sk9YSXUxaXE4Zz09>

Meeting ID: 996 8722 2120

Passcode: 956153

One tap mobile

+13017158592,,99687222120#,,,,*956153# US (Washington DC)

+13092053325,,99687222120#,,,,*956153# US

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 719 359 4580 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

+1 564 217 2000 US

Meeting ID: 996 8722 2120

Passcode: 956153

Find your local number: <https://wisconsin-edu.zoom.us/j/99687222120?pwd=RGVkdGcwldOVHI1Sk9YSXUxaXE4Zz09>

2.2 Calendar of Events

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

place at UW-Superior by appointment. Appointments may be scheduled by contacting Mr. Ethan Russom, Director Yellowjacket Union, Division of Student Affairs, UW-Superior.

DATE	EVENT
Date of issue of the RFB	September 30, 2022
Site Inspection @ UW-Superior by Appointment	10/5/2022 through 10/12/2022
Bids Due @ 2pm CST	October 20, 2022
Public Bid Opening	October 20, 2022 @3:00pm CST
Result Abstract and Recommendation to University	October 21, 2022
Agreement to Award - University to Procurement	October 24, 2022 Estimated
Letter of Intent to Supplier	October 24, 2022 Estimated
Dispute Period	10/24/2022-10/31/2022 Estimated
Contract Award Date	October 31, 2022 Estimated
Estimated Implementation Period	10/31/2022-1/24/2023 Estimated
Contract Start Date	January 25, 2023

Parking is available by appointment.

INSTITUTION	CONTACT
UW-Superior	Mr. Ethan Russom Director Yellowjacket Union (715) 394-8535

2.3 Format of Bid

Vendors responding to this RFB must comply with the following format requirements:

2.3.1 Signed Request for Bid Sheet

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

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

2.3.2 State of Wisconsin Terms and Conditions

These standard and supplemental terms and conditions shall govern this proposal and subsequent award. Vendors must accept these terms and conditions. **Submission of any standard vendor contracts as a substitute for language in the terms and conditions is not a sufficient response to this requirement and will result in rejection**

of the vendor's proposal. The State reserves the right to negotiate contractual terms and conditions other than those in the State of Wisconsin Contract when it is in the best interest of the State to do so.

2.3.3 Additional Information

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

2.3.4 Cost Information

Provide cost information on the Request for Bid sheet or the cost sheets included in this RFB. All costs for furnishing the product(s) and/or service(s) included in the bid in accordance with the terms and conditions in this RFB must be included.

2.4 Multiple Bids

Multiple bids from a vendor will be permissible however 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. Alternate acquisition plans do not constitute multiple bids.

2.5 Incurring Costs

INCURRING COSTS: The State of Wisconsin and University of Wisconsin System (including the Board of Regents of the University of Wisconsin System, its officers, agents, and employees) are not liable for any cost incurred by a vendor in the process of responding to this RFB.

2.6 News Releases

NEWS RELEASES: News releases pertaining to the RFB or to the acceptance, rejection, or evaluation of bids shall not be made without the prior written approval of the University of Wisconsin System Administration Office of Procurement.

Each bid shall stipulate that it is predicated upon the terms and conditions of this RFB and any supplements or revisions thereof.

3 Bid Acceptance, Evaluation and Award

3.1 Bid Opening

BID OPENING: Bids will be opened on **October 20, 2022 at 3pm CST** via Zoom meeting as documented in this Request for Bid document.

All bids shall **REMAIN FIRM** for a minimum of ninety (90) days from the date of bid opening

3.2 Bid Acceptance

Bids which do not comply with instruction or are unable to comply with the specifications contained in the RFB may be rejected by the University of Wisconsin System Administration Office of Procurement. The University of Wisconsin System may request reports on a vendor's financial stability and if financial stability is not substantiated may reject a vendor's bid. The University of Wisconsin System Administration Office of Procurement shall be the sole judge as to compliance with the instructions contained in this RFB.

3.3 Bid Evaluation

Bids will be evaluated by the University of Wisconsin System Administration Office of Procurement and program manager to verify that they will meet all specified requirements in this RFB. This verification may include requesting reports on the vendor's financial stability, conducting demonstration of the vendor's proposed products(s) and/or service(s), and reviewing results of past awards to the vendor by the State of Wisconsin and the University of Wisconsin System.

Bids from certified Minority Business enterprises may be provided up to a five percent (5%) bid preference in accordance with Wis. Stats. S. 16.75(3m).

3.4 Notification of Intent to Award

Any vendors who respond to this RFB, with a bid, will be notified in writing of the State'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 of Wisconsin System Administration Office of Procurement staff, copies of bids will be available for public inspection 8:30 a.m. to 4:30 p.m. by appointment. Vendors should schedule reviews with Paul D. Schlough, Procurement Manager at 608-265-0557 or pschlough@uwsa.edu.

3.5 Dispute Process

Any dispute of the University's award must be made in writing no later than five (5) working days after University of Wisconsin System Administration Office of Procurement issues the intent to award notice. Written notice of dispute must be filed with the President of the University Wisconsin System in care of:

Brent Tilton
Director, UW System Office of Procurement
University of Wisconsin System Administration
660 W. Washington Ave.
Madison, WI 53705

A complete written dispute must be received by the Director, UW-System Office of Procurement, no later than five (5) working days after the award notice is issued.

4 Special Terms and Conditions

4.1 Performance Bond or Irrevocable Letter of Credit

The successful bidder, hereafter referred to as "contractor", shall be required to furnish a performance bond in the amount of ten-thousand dollars (\$10,000). Such bond must be furnished upon notification by the University of Wisconsin System Office of Procurement, hereafter referred to as "System Office of Procurement", and prior to contract award.

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

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

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

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

4.2 Site Visit/Inspection of Premises

Bidders are invited to schedule a Site Visit and Inspection of the Premises. Bidders are invited to visit and inspect the project site by appointment October 5, 2022 through October 12, 2022. Bidders will inspect the site location completely prior to submitting bid in order to determine all requirements associated with the contract. Failure to inspect adequately shall not relieve the contractor from the necessity of furnishing and installing, without additional cost to the University, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

Please contact the following to confirm Site Visit and Inspection of Premises.

Site Contact: Mr. Ethan Russom, Director Yellowjacket Union, Division of Student Affairs, UW-Superior

Telephone: (715) 394-8535

Email: erussom1@uwsuper.edu

4.3 Excused Performance

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

4.4 Insurance

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

4.4.1 Coverage and Minimum Limits

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Worker's Compensation (WC)</u> Employer's Liability Coverage (B)	Statutory \$100,000/500,000/100,000
<u>Commercial General Liability (CGL)</u>	
General Aggregate incl. prdt/co Each Occurrence	\$2,000,000 \$1,000,000
<u>Automobile Liability</u> (including hired & non-owned) Combined Single Limit	\$1,000,000
<u>Umbrella</u>	\$1,000,000

Additional Insured Provision

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

Remodeling or Renovation

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

4.4.2 Certificate of Insurance

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

Certificate of Insurance

The Contractor awarded the business of On-Site Banking and Automated Teller Machine (ATM) Services will be required to submit to the University of Wisconsin System Administration Office of Procurement a Certificate of Insurance that includes the following components:

- The insurance coverage limits required in Section 4.4.1 of this RFB Document.
- The University of Wisconsin System location/Institution listed on the Certificate of Insurance.
- The Contract Number (PS-23-2808) listed on the Certificate of Insurance.
- Additional Insured Provision Requirement as documented in Section 4.4.1 must be named on the Certificate of Insurance.
- Certificate of Insurance must be current and on file with the University of Wisconsin System Administration 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.**

4.4.3 Commercial General Liability

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

4.4.4 Covenant Requiring Notice

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

4.4.5 Evidence of New Insurance

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

4.4.6 University Right to Cancel

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

4.4.7 Provide Certificate of Insurance

Upon notification of award and prior to issuance of a contract, the contractor (vendor) shall provide the University a Certificate of Insurance with the required kinds and limits of insurance issued by an insurance company licensed to do business in the State of Wisconsin and signed by an authorized agent. Insurance requirements apply to all sub-contractors.

4.4.8 Evidence of New Source(s) of Required Insurance

These policies shall contain a covenant requiring sixty (60) calendar days written notice by the insurer to University of Wisconsin System Office of Procurement, 780 Regent Street, Madison, WI, 53708, before cancellation, reduction or other modifications of coverage. The contractor shall provide the University evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University's receipt of the sixty (60) calendar day notice. 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 agencies to automatically renew all policies and coverage levels annually.

4.4.9 Contractor Agrees to Indemnify

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

4.4.10 Risk of Damage or Loss

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 damage or loss of premises, equipment, products, or money resulting from any cause including that of sub-contractors and shall not penalize the University for any losses incurred related to this contract.

4.4.11 University Right to Cancel and Terminate

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

4.5 Items Relevant to On-Site Banking and ATM Services

The contractor agrees that items relative to On-Site Banking and Automated Teller Machine (ATM) Services which are not covered herein may be added to this bid and resulting contract by the University without voiding the provisions of the existing contract. Additional services shall be furnished to the University by the contractor with additional consideration as needed to make it legally enforceable. The University intends to acquire On-Site Banking and Automated Teller Machine (ATM) Services exclusively from the contractor.

4.6 Terms and Obligations Applicable to On-Site Banking and ATM Services

The terms and obligations of this contract shall be applicable to On-Site Banking and Automated Teller Machine (ATM) Services operated at the University, including those locations leased by the University to tenants in which the specified service shall be required. Lessors of space to the University may reserve the right to determine the extent that the specified service shall be provided under this contract on their premises.

4.7 Performance Success Dependent on User Response

Recognizing that the successful performance of this contract is dependent on favorable response from the users, the contractor shall meet regularly with the Campus Contract Administrator 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.

4.8 Process to Adjust Terms

After the initial contract year, the parties upon mutual agreement may adjust the specific terms, commissions or guarantees of this contract where circumstances beyond the control of either party require adjustments. All adjustments shall be proposed in writing by the University to the System Office of Procurement for approval prior to becoming effective. All required contract amendment(s) shall be issued by UWSA Office of Procurement.

4.9 Contract/Vendor Financial Responsibilities

The contractor shall be financially responsible for obtaining all required permits, licenses (including parking), 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.

4.10 Contract/Vendor Required to Furnish

The contractor shall furnish all supplies, equipment, management, and labor necessary for the efficient operation of the specified services included in this contract, subsequent extensions, and amendments.

4.11 Contractor/Supplier Use of Premises

The contractor shall occupy and use the premises, as defined by the University, only for On-Site Banking and Automated Teller (ATM) Services. The University shall not guarantee an uninterrupted supply of electricity or heat. The University shall be diligent in restoring service following an interruption. The University shall not be liable for any loss which may result from the interruption or failure of any such utility services.

4.12 University Right to Regulate and Access On-Site Bank

The University shall have the right to make reasonable regulations on the method of service, opening and closing hours, safety, sanitation, maintenance and use of On-Site Banking and Automated Teller Machine (ATM) Service areas and the contractor agrees to comply with such regulations. Authorized representatives of the University shall have the full right of access to all On-Site Banking and Automated Teller Machine (ATM) Service areas at any and all times.

5 Technical Requirements

5.1 On-Site Banking and Automated Teller Machine (ATM) Services Terms

On-Site Banking and Automated Teller Machine (ATM) Services Requirements:

5.1.1 Scope

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.

On-Site Banking and Automated Teller Machine (ATM) Services shall be available to all students, faculty, staff, and visitors. It is understood that the contractor has no control over any restrictions or limits that any individual

financial institution may impose upon any person having access to ATMs, including persons who would otherwise be considered eligible users.

5.1.2 Hours of Operation

Minimum hours: 10:00am to 2:00pm Monday through Friday during the academic year when school is in session and includes finals week. Regular scheduled hours will also be needed during each day during Summer Registration and must be open on New Student Move-In Day, which often occurs on a weekend day. Reduced hours during spring break, summer session, and alternative University Center hours of operation will be agreed upon (Minimum of 10 Hours per week).

5.1.3 University Right to Make Regulations

The University shall have the right to make reasonable regulations on the opening and closing hours, safety, sanitation, maintenance and use of On-Site Campus Banking and ATM Service areas and the contractor agrees to comply with such regulations. Authorized representatives of the University shall have the full right of access to all on-site Banking areas at all times with prior notice to contractor.

With respect to University's right to approve modifications or improvements to the premises, to inspect the premises to or take any action within the premises, including cleaning and maintenance, the University agrees that all of University's actions with respect thereto shall be taken after due consideration of Contractor's records with respect to its customers and its internal affairs. Records kept within the premises, including computer records, and no such records shall be deemed public records because of any rights granted The University herein. Access to Contractor's premises shall be granted only to those agents, contractors or employees of university who are required to have access to Contractor's premises in order to fulfill the obligations of university hereunder. The University shall maintain at all times a complete and accurate list of all persons who have keys to Contractor's premises and who may be granted access to Contractor's premises during non-business hours. Said list shall be furnished to the Contractor upon contractor's request.

5.1.4 Assignments

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

5.1.5 Schedule of Operation

Quarterly, the contractor and the Campus Contract Administrator shall meet to establish, by mutual agreement, a written schedule of hours and days of service for the coming academic year. Schedules for term breaks and holidays shall be determined at the time the University finalizes its schedule for these periods.

5.1.6 Goods and Services

At the start of this contract, the Contractor shall provide Banking and Automated Teller Machine (ATM) Services typically available from financial institutions including but not limited to student checking accounts, direct deposit, credit card and savings and loan programs with the exclusion of safe deposit boxes.

Goods and Services will include:

- Deposits/Withdrawals of checking and savings accounts

- Credit Card applications (Visa and MasterCard)
- Convenience Checking (free checking with no or minimum balance.)
- ATM – Three (3) machines: One (1) ATM located in the Yellowjacket Union, one (1) ATM located in Wessman Arena, and one (1) ATM located in Marcovich Wellness Center (No charge to customers of the bank providing the ATM)
- Student Loan Applications
- Direct Deposit
- Savings Accounts
- Check cashing with no service charge to bank customers
- Money orders or Cashier Checks
- Direct telephone line for customer service hotline
- Money Markets and CD's
- International Banking Needs of International Students & Scholars which could include:
 - Waiving the ITIN/SSN requirement for international students and scholars.
 - Attending International Student Orientation in August and January to share information about banking options with students and assist them in completing initial bank account paperwork.
 - Students and scholars will need their accounts kept open for 30-60 days post enrollment at the University of Wisconsin-Superior.
 - Students taking advantage of Optional Practical Training (OPT) will need their accounts left open for up to 12 months post-enrollment at UW-Superior. International Student Services (ISS) will communicate the names of these students with the bank.
 - Working closely with ISS staff on a regular basis to assess needs (both student/scholar and bank) and identify ways to continue to strengthen the relationship in order to provide the best service possible.

The Automated Teller Machines (ATM) to be installed are to be certified by Pulse Corporation or other major provider as approved by the University and handicapped accessible. "Full Service" machines shall provide banking customers with at least the following bank services:

- Cash withdrawal from Checking
- Cash withdrawal from Savings Account
- Cash advance from Credit Card
- Transfer from Checking to Savings
- Transfer from Savings to Checking
- Payment to Credit Card or Loan
- Balance Inquiry
- Braille Keypad access
- Deposits to Financial Institutions

Other services such as stamp sales are acceptable. The University requires a no or low (under \$2.00) Surcharge for users.

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.

The contractor shall allow other financial institutions to use the ATM to transact business with their respective customers. The contractor may charge other institutions an appropriate fee for such use. 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.

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

5.1.7 On Campus Management

The contractor's On-Campus Location Manager assigned to the University shall be selected with prior approval of the University.

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

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

5.1.8 Office Staffing

The office shall have sufficient staff to provide prompt and efficient services at competitive prices for similar services and programs as available from other nearby community service offices. The quality of all such services and programs shall be satisfactory to the University.

5.1.9 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.

5.1.10 Report of Child Abuse or Neglect

If, in the course of providing services to University of Wisconsin System Institutions, 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. If the suspected child abuse or neglect involves University of Wisconsin System Institution, the contractor shall also report that abuse to the University of Wisconsin System Institution Office of Equity and Diversity.

5.1.11 Criminal Background Checks

The University requires the contractor to warrant they are supplying employees that have passed 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.

Vendors or contractors whose employees, affiliates, or volunteers will have routine or unsupervised access to vulnerable populations (i.e., minors or medical patients) 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 vendor selected by the contractor that includes a check of the vendor's proprietary national criminal background check database.

5.1.12 Advertising and Promotion

The contractor shall provide and pay for merchandise, promotion, and advertising. The University shall cooperate by providing space for display and/or pickup of promotional materials. The University also agrees to include information about On-Site Campus Banking Services and Programs, where appropriate, in its various brochures and publications.

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

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

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

Contractor agrees to work with the Campus Contract Administrator to provide access to Automated Teller Machine (ATM) terminal Displays for in-house advertising messages. Contractor may at any time preempt these messages to instruct eligible users on how to use Automated Teller Machine (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.

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

Equipment bearing UW-Superior marks, logos, or other indicia of the UW-Superior must be purchased from university licensees.

5.1.13 Contractor Operating Policies

The contractor shall keep the University apprised of operating policies, prices, activities, incidents, and all other information pertinent to an understanding of the activities of the office at the University.

5.1.14 Automated Teller Machine (ATM) Cards

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

5.1.15 Check Cashing

The Contractor is required to provide appropriate check cashing services.

5.1.16 University Educational Programs

The contractor shall with prior approval of the Campus Contract Administrator provide a minimum of two programmatic activities during the fall and two programmatic activities during the spring semesters, concentrating on areas such as successful financial habits, budget planning, and credit counseling.

6 Equipment, Utilities and Space Use

6.1 Space Use & Equipment

On-Site Campus Banking Office Space and ATM Placement requirements.

6.1.1 On-Site Campus Banking Office Space

The University shall provide the contractor with on-site campus banking office space in the Yellowjacket Union to merchandise services and programs typical of financial institutions. The University will permit the Contractor to use the assigned space as necessary to carry out the terms of the contract. Subsequent modifications of space needs shall be subject to mutual written agreement of the University and the Contractor.

The University shall provide heat and electricity. The Contractor agrees to exercise care to utilize energy conservation practices, regulations, and policies. The Contractor and University will mutually endeavor to conserve the use of energies.

6.1.2 On-Site ATM Locations

The University shall provide the contractor with three on-site ATM locations. A single ATM will be located in the Yellowjacket Union in conjunction with the office space (full service), Marcovich Wellness Center, and Wessman Arena.

6.1.3 Furnishings and Equipment Expenses

The contractor shall furnish and install at its expense all equipment and furnishings required to perform under this contract whether such equipment and furnishing is permanently affixed or movable. 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 agrees not to make any permanent alterations, improvements, or additions including but not limited to signage and decor in or to the premises without prior written permission from the University.

The on-Site Banking facility and improvements encompasses the area outlined in Exhibit B Space Drawing. A remodeling plan drawn by an Architect/Engineering firm should be included as an appendix to the Bid submittal. The Contractor shall be responsible for the cost of any remodeling, alterations or modifications including but not limited to store fixtures, case work, office furniture, office equipment, cabinets, signage, storefront entry system, electrical, telephone and data lines are to be included in this project. The use of used fixtures and equipment will be limited to those items in excellent condition and approved by the University prior to installation. The Contractor agrees not to make any permanent alterations, improvements, or additions including but not limited to signage and decor in or to the premises without prior written permission from the University.

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 the University before installation.

Contractor needs to be operational in the bank space or in a satellite location within the University Center by January 25, 2023. The University will collaborate with the Contractor to develop an implementation plan that makes sense to both parties and satisfies all University requirements.

The contractor shall begin preparation of the new construction to the premises required for the On-Site Banking facility under the contract immediately after contract award and after coordinating schedule with the University Campus Contract Administrator. The new On-Site Banking facility location within the Yellowjacket Union is required to be open by **January 25, 2023**. The University shall assign a project coordinator to work with the contractor from start to acceptance of the project.

All improvements will become the property of the University at the end of the contract.

6.1.4 Automated Teller Machine (ATM) Ownership

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

6.1.5 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 Campus Contract Administrator or designee. The Contractor shall assume the costs of decorating the area including but not limited to painting, carpeting, and wall covering.

6.1.6 Signage

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

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

6.1.7 Condition Upon Contract Termination

The University, at its option and no cost to the University, shall retain intact the lease hold improvements, except the ATM equipment and identification signage, or require that the contractor remove leasehold improvements within fifteen (15) calendar days from termination and deliver up the premises to the University 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.

6.1.8 Automated Teller Machine (ATM) Storage

Automated Teller Machine (ATM) equipment not removed from the University upon termination of this contract after five (5) calendar days written notice to the contractor may be placed in storage by the University. The contractor shall assume all costs of removal and storage as well as product and revenue loss.

6.2 Utilities

6.2.1 Utility Supply and Source

The University shall bring the necessary utilities including electrical power to the space. The contractor shall provide all communication lines, security and alarm circuits including necessary conduits. The routing and installation of these circuits and conduit must be approved by the University. The contractor shall also be responsible for the cost of telephone line installations(s) and hook-up to Automated Teller Machine (ATM) equipment. This shall include alarm installations from the Automated Teller Machine (ATM) locations to the University alarm system.

6.2.2 Communications/Telephones

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

The contractor shall be responsible for all phone installations, service and shall pay for all local and long-distance charges.

6.2.3 Heat and Electricity Interruption

The terms of utility supplies are subject to change by the University dependent upon availability of energy. The University shall not guarantee an uninterrupted supply of electricity or heat except that it shall be diligent in restoring service following an interruption. The University shall not be liable for any loss that may result from the interruptions or failure of any such utility service.

6.3 Additional Equipment

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

6.4 Facility Security/Locks/Keys

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

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

6.5 Lock Cylinder/Key Replacement

The University is responsible for the costs of 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.

6.6 Automated Teller Machine (ATM) Industry Improvements

Industry improvements on Automated Teller Machine (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 Automated Teller Machine (ATM) or University Debit Card Use.

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

6.7 Cash Handling

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

6.8 Sanitation

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

6.9 Permits, Licenses, Operating Instructions

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

6.10 Preventive Maintenance Programs

The Contractor shall institute and maintain a program of preventative maintenance and regular replacement of worn, damaged, or malfunctioning Automated Teller Machine (ATM) equipment.

6.11 Unanticipated Repairs

The Contractor shall provide Automated Teller Machine (ATM) maintenance and repair service from 7:00 a.m. to 6:00 p.m., 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 three (3) business days, the contractor shall install replacement equipment or obtain permission from the Campus Contract Administrator to extend downtime and post notification of alternate ATMs.

7 Accounting And Payments

7.1 ATM Accounting

Contractor shall adhere to the following Automated Teller Machine (ATM) Accounting Requirements:

7.1.1 Record Retention

The Contractor shall maintain complete and accurate records of Automated Teller Machine (ATM) transactions for each machine following accepted industry accounting practices. All financial records and statement of university operations shall be retained for three years from the close of each year's operation.

7.1.2 Transaction Definition

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

Under some circumstances, a balance inquiry may be defined as a transaction resulting from a card holder requesting the balance in their account. The Contractor shall indicate if a balance inquiry is considered a chargeable transaction.

7.1.3 Automated Teller Machine (ATM) Monthly Statement

The Contractor shall provide the University with a monthly statement showing the number of Automated Teller Machine (ATM) and Balance Inquiry transactions and commissions due per Automated Teller Machine (ATM) machine for the month and cumulative for the contract year. The explanation of transactions shall include the commission check number and dollar amount.

7.1.4 Transaction Count Disclosure

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

7.2 Payments

The Contractor shall adhere to the following Payment requirements:

7.2.1 Contractor Rental Payments

The Contractor shall pay the University for rental of university premises a monthly rent advance payment by the twentieth (20th) day of the month. The monthly rental payment recognizes there are periods during the year that

service (use of premises) is not required. Payment to be made to “The University of Wisconsin-Superior”, and sent to:

UW-Superior
Attn: Cashier’s Office
P.O. Box 2000
Superior, WI 54880

Rental Payments not received by the University 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 due at the prevailing interest percentage and conditions the State of Wisconsin uses for delinquent income tax.

At the discretion of the Contractor, an advanced payment for the entire annual lease can be made on or prior to the first (1st) of May for each contract year.

7.2.2 Automated Teller Machine (ATM) Commission Payment

The Contractor shall pay the University the commissions for each quarterly transaction count on or before the twentieth (20th) day of the month following the last day of the quarter in which the commissions were earned. These payments shall be accompanied with a detailed explanation of transactions by location and extension of commissions and an extension total of commissions due. Causes of abnormal numbers of transactions shall be noted by the Contractor as part of these statements.

Commissions or guarantee payments not received by the University on the twentieth (20th) day following the last day of the period in which they were earned shall be paid by the Contractor plus a minimum interest penalty on the commissions due at the prevailing interest percentage and conditions the State of Wisconsin uses for delinquent income tax. A summary of all commission payments and statements shall be sent to System Office of Procurement by the Contractor by the twentieth (20th) day following the quarter: June, September, December and March.

7.2.3 Guarantee Payments

One year from the effective date of this contract and each successive full year after that, the contractor shall pay the University that portion of commission due, if any, to equal the guaranteed annual commission per machine required. Payment shall be made by the twentieth (20th) day of the following accounting month and recorded as commissions paid in the year the guarantee was due. On expiration or termination of this contract, partial year guarantee maximum commission due, if any shall be calculated by prorating the guaranteed annual commission over the number of months the contract is in effect.

7.2.4 Commission Paid Until Automated Teller Machine (ATM) is Removed

On contract expiration or termination, commissions due the University shall be paid on transactions until all equipment has been removed. Removal dates shall be shown on the period statement, including equipment removed any time during the contract.

7.3 Contractor Losses

All losses incurred by the Contractor in the process of operation of On-Site Banking Services due to theft, fire, accident, protest, etc., shall be the responsibility of the Contractor.

7.4 Operating Profit or Loss

Any profit or loss from the operation of the service after direct costs, Contractor's management and administration costs and rental payments to the University shall be the Contractors.

7.5 Audit

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

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

7.6 Automated Teller Machine (ATM) Statement Review

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

8 Bidder's Qualifications and Information

Bidder's Qualifications and Information Requirements:

The bidder shall furnish and include responses to each item 8.1 through 8.13 as part of the Bid Submittal. Omission, inaccuracy or misstatement may be sufficient cause for rejection of the Bid Submission.

8.1 Purpose of Invitation

It is the purpose of this invitation to bid to obtain as complete data as possible from each bidder to enable the University to determine which bidder is best able to serve all criteria which are to be considered in the award of the operation of On-Site Banking and ATM Services. To this end, each bidder shall furnish as a part of this bid a complete general description of experience in the field of On-Site Banking and ATM Service Operations.

From the total information required, determination shall be made of the bidder's demonstrated financial, managerial, and operational ability and resources to serve the University. Only bids from financially responsible organizations or individuals, as determined by the University, presently engaged in University On-Site Banking and ATM Services which have the capability to perform as specified and provide good services shall be considered. Representatives from the University reserve the right to inspect the bidder's facilities and other operations under the contractor's management prior to award of this bid.

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

The qualification criteria the bidders must meet to be considered for an award are:

- The Contractor must currently own a Banking and ATM Service and must have owned and operated a Banking and ATM Service business a minimum of five (5) years.
- The Contractor must operate a full-service Main Branch in the city limits of Superior, Wisconsin.
- Reference checks from a minimum of three (3) clients currently under contract with your company must indicate high quality of service has been performed consistently.
- Financial capability of the Contractor must be sufficient to support the specified service; provide initial inventories, equipment and labor and cash flow to guarantee performance.
- The Contractor's response must clearly demonstrate the capacity to handle the requirements of this contract in addition to current workloads.
- Management qualifications and staffing requirements for this contract are satisfactory.
- Statements are required to be complete and accurate. Omission, inaccuracy or misstatement may be sufficient cause for rejection of bid.

8.2 Name and Address

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

8.3 Extent of Experience in On-Site Banking and ATM Service Operations

Explain your company's duration and extent of experience in the operation of On-Site Banking and ATM Services. Explain in detail.

8.4 List Operations of Similar Complexity

A list of operations of similar complexity (e.g., Number of accounts, other institutions/locations, etc.), or have within the last year, owned or provided the specified service. Give length of time at each account, name, address and phone number of contact person of each operation.

8.5 Provide Operating Statement or Annual Report

Please provide a complete operating statement or annual report as of your last fiscal year of operations. Certification of this report by a Certified Public Accountant may be required.

8.6 Company Organization and Administrative Plan

Please provide a table of company organization and a plan for the administrative-management and staffing proposed under the specifications of this contract.

8.7 Description of Services

Please provide a complete description of services your company will provide to the University.

8.8 Education and Training Programs

Describe in detail your education and training programs for students, faculty and staff.

8.9 Representative Listing of Professional Associations

Provide a representative listing of professional associations in which your company maintains membership relevant to On-Site Banking and ATM Services.

8.10 Banking Information Materials

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

8.11 Advertising and Promotions

Please provide sample copies of promotional and advertising literature to be used.

8.12 Space Renovation/Build-Out Plan

Provide a schematic plan drawn by an Architect/Engineering firm and a listing of all equipment and furnishings intended for use in fulfilling operational contract requirements. Include the estimated cost per square foot you intend to invest in the University renovation/build-out. Include suggested renovation/build-out drawings and estimates for university approval.

8.13 Pertinent Contractor Information

Please provide any information your company considers pertinent for consideration by the University.

9 Bid Submittal Form for On-Site Banking and ATM Services

Subject: On-Site Banking and ATM Services for the University of Wisconsin-Superior.

We, the undersigned, in compliance with the Request for Bid No. PS-23-2808 for On-Site Banking and ATM Services dated September 30, 2022 hereby bid the following lease payments to the University of Wisconsin-Superior for On-Site Banking and ATM Services as follows: (In making these bids we acknowledge that we have read and understood this Request for Bid (RFB) and hereby submit our bid in accordance with the terms and conditions of the bid specifications and agree to fulfill our legal obligations pursuant to the attached contractual provisions.)

9.1 Bid for Monthly Space Lease for On-Site Banking Services

The undersigned agrees to pay a monthly lease payment of \$_____ (__\$_____). The University requires a minimum monthly lease payment of two thousand dollars (\$2000.00) per month.

9.2 Commission per Automated Teller Machine (ATM) Transaction

The undersigned agrees to pay a composite commission per ATM transaction of \$_____ (\$_____) or an annual guarantee commission of \$500.00, whichever is greater.

The Contractor, at its option, may elect to quote a lower maximum annual guarantee of _____ dollars, (\$_____).

The undersigned proposes to charge the following surcharge per ATM user transaction of \$_____ (\$_____). Note: The surcharge would be Zero (\$0.00) for members of the On-Site Bank using their debit, ATM or credit cards.

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

WE ACKNOWLEDGE: ADDENDUM #1 _____ DATE _____

 ADDENDUM #2 _____ DATE _____

SIGNED _____

TITLE _____

FIRM _____

ADDRESS _____

CITY _____

STATE _____ ZIP _____

TELEPHONE _____

FAX _____

Email _____

Fein _____

10 Standard Terms and Conditions

Standard Terms and Conditions Form displayed on pages 46 & 47 of this document. (below)

Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letter-head, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other

Standard Terms And Conditions (Request For Bids / Proposals)

terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

15.0 APPLICABLE LAW 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/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

23.3 The state reserves the right to require higher or lower limits where warranted.

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the

Standard Terms And Conditions (Request For Bids / Proposals)

contractor to comply with terms, conditions, and specifications of this contract.

Bidders are encouraged to bid products with recycled content which meet specifications.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

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).

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.

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

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.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

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.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

34.0 WORK CENTER PROGRAM: The successful bidder/proposer 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/proposer 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.

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.

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.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible.

11 Exhibit A: Institution Specific Business Requirements

EXHIBIT A

INSTITUTION SPECIFIC BUSINESS REQUIREMENTS

APPENDIX I

UNIVERSITY OF WISCONSIN – SUPERIOR

Potential bidders of this contract shall be provided the following pertinent information by the University along with the specifications of this bid. The information is for the most recent and complete fiscal year. Projections may be used where necessary.

1. Estimated University Population

a. Student Head Count Information Fall 2017-2018:

84% of students receive financial aid.

Student Head Count	2021-2022 Academic Year	Estimate 2022-2023 Academic Year
First Semester	1,347	1,291
Second Semester	1,259	1,207

b. Faculty & Staff Head Count

	Faculty & Staff Head Count
2022 Academic Year	486
2021 Academic Year	484

2. Current Monthly On-Site Banking Services Space Lease Payment: \$0

3. On-Site Banking Service Area/Space: See Exhibit B Space Drawing

4. Current ATM Statistics (Estimated Number of Transactions)

Old Main (OM: CTD50042)

Terminal ID	Year	Month	Withdraw TXNS	SURCHG TXNS	Balance Inq TXNS	Transfer TXNS
CTD50042	2022	Jun	7	0	3	0
CTD50042	2022	May	4	0	1	0
CTD50042	2022	Apr	10	1	2	0
CTD50042	2022	Mar	12	2	4	0
CTD50042	2022	Feb	11	4	4	0
CTD50042	2022	Jan	9	1	3	0
CTD50042	2021	Dec	9	1	1	0
CTD50042	2021	Nov	4	1	1	0
CTD50042	2021	Oct	6	2	5	0
CTD50042	2021	Sep	8	0	1	0
CTD50042	2021	Aug	2	0	1	0
CTD50042	2021	Jul	1	1	0	0
CTD50042	2021	Jun	1	0	0	0
CTD50042	2021	May	1	0	1	0
CTD50042	2021	Apr	1	0	0	0

Yellowjacket Union (YU:CTD50190)

Terminal ID	Year	Month	Withdraw TXNS	SURCHG TXNS	Balance Inq TXNS	Transfer TXNS
CTD50190	2022	Jun	11	3	8	0
CTD50190	2022	May	33	16	17	0
CTD50190	2022	Apr	65	31	43	0
CTD50190	2022	Mar	48	12	36	0
CTD50190	2022	Feb	65	30	53	0
CTD50190	2022	Jan	22	9	43	0
CTD50190	2021	Dec	36	24	14	5
CTD50190	2021	Nov	28	21	36	10
CTD50190	2021	Oct	58	38	50	6
CTD50190	2021	Sep	23	9	13	0
CTD50190	2021	Aug	13	10	1	0
CTD50190	2021	Jul	7	6	4	0
CTD50190	2021	Jun	2	2	2	0
CTD50190	2021	May	15	12	9	0
CTD50190	2021	Apr	27	17	14	0

There is no Data for Wessman Arena ATM transactions to share.

12 Exhibit B: Space Drawing

Please view Attachment Number 1 for Space/Drawing Details.

13 DOA-3832 Bidder Required Form

STATE OF WISCONSIN
 DEPARTMENT OF
 ADMINISTRATION
 DOA-3832 (C01/2018)
 S. 16.72 WIS. STATS



STATE BUREAU OF PROCUREMENT
 101 EAST WILSON STREET, 6TH
 FLOOR
 P. O. BOX 7867
 MADISON, WI 53707-7867

Bidder Required Form

Instructions: Bidder is required to complete all sections of this form. (Note: If the agency checks the box preceding Section 5 indicating that section is not applicable to the bid/proposal, Bidder may skip Section 5. Bidder may not skip any other sections of this form).

Section 1: Bidder Information			
Bidder/Proposer Company Name:		E-Mail Address:	
Phone Number:	Toll Free Phone:	Fax:	
Address:			
City:	State:	Zip:	
Mailing Address for Purchase Orders (if different than above)			
Address:			
City:	State:	Zip:	

Section 2: Bidder Contacts		
List the name and title of the person to contact for questions related to each of the topics below:		
Topic	E-Mail Address	Phone
Bid/Proposal		
Affirmative Action Plan		
Orders and billing		

Section 3: Bidder Reference		
Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.		
Company Name:		
Address (including City, State, Zip):		
Contact Person:	E-Mail Address:	Phone:
List Product(s) and/or Service(s) Used:		

Company Name:		
Address (including City, State, Zip):		
Contact Person:	E-Mail Address:	Phone:
List Product(s) and/or Service(s) Used:		
Company Name:		
Address (including City, State, Zip):		
Contact Person:	E-Mail Address:	Phone:
List Product(s) and/or Service(s) Used:		
Company Name:		
Address (including City, State, Zip):		
Contact Person:	E-Mail Address:	Phone:
List Product(s) and/or Service(s) Used:		

Section 4: Designation of Confidential and Proprietary Information		
<p>The attached material submitted in response to this bid/proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.</p> <p>Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.</p> <p>Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats., as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:</p> <ol style="list-style-type: none"> 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. <p>We request that the following pages not be released:</p>		
Section	Page #	Topic

Using the boxes below, indicate your agreement with the following statements:

In the event the designation of confidentiality of this information is challenged, the bidder/proposer hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the state harmless for any costs or damages arising out of the state's agreeing to withhold the materials.

The state considers other markings of confidential in the bid/proposal document to be insufficient. The bidder/proposer agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Agency Only:

Section 5 is not applicable to this bid/proposal. If this box is checked, Bidder may skip to Section 6.

Section 5: Bidder Agreement: Wisconsin's Cooperative Purchasing Service

Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis. Stats.

Interested municipalities:

- Will contact the contractor directly to place orders referencing the state agency contract number; and
- Are responsible for receipt, acceptance, and inspection of commodities directly from the contractor, and making payment directly to the contractor.

The State of Wisconsin is not party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A vendor's decision on participating in these services has no effect on awarding this contract.

Bidder: Please indicate your willingness to furnish the commodities or services to Wisconsin municipalities by checking the appropriate box below.

I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.

I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

A vendor in the service may specify a minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal charges for municipalities.

Special Conditions (if applicable):

Section 6: Bidder Identification (Check all that apply)

We claim minority bidder preference [Wis. Stats.16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

We claim disabled veteran owned business bidder preference [Wis. Stats.16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Disabled Veteran Owned Businesses. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

We are a work center certified under Wis. Stats. S. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 266-5462.

Section 7: Bidder Certifications

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 equal. Materials covered in our bid were manufactured in whole or in substantial part in the United States. Yes No Unknown

We 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 certify that we are not currently engaged in a boycott of the State of Israel. Should we be awarded a contract, we understand that future engagement in a boycott of the State of Israel may result in contract termination.

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

Section 8: Bidder Signature

Name of Authorized Company Representative:	Title:	Phone:	Fax:
Signature of Above	Date:	Email:	

This document can be made available in alternate formats to individuals with disabilities upon request.

14 Affidavit

University of Wisconsin System
 780 Regent Street
 Madison, WI 53715

This completed affidavit must be submitted with the bid/proposal.
 Proposer Preference: Please indicate below if claiming a proposer preference:

- Minority Business Preference (§ 16.75(3m), Wis. Stats.) – Must be certified by the Wisconsin Department of Administration. If you have questions concerning the certification process, contact the Department of Administration, 101 E Wilson St, 6th 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, 6th floor, PO Box 7867, Madison WI, 53707 or (608) 266-2553

American-Made Materials: The materials covered in our proposal 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 proposal will be performed in the United States.

- Yes No N/A (Does not apply)

Non-Collusion: In signing this proposal 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 proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor, or potential competitor; that this proposal has not been knowingly disclosed prior to opening of proposals to any other proposer 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/Proposal and the terms of our Bid/Proposal.

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

15 Checklist

PS-23-2808 Bid Submittal Checklist

Bid Submittal Forms (Section 9.0)

- Section 9.1 Monthly Space Lease
- Section 9.2 Commission per ATM Transaction
- Section 9.3 ATM Surcharge

Required Documentation & Forms to be Submitted along with Bid Submittal Forms Section 7.0:

- DOA-3261 Form
- Section 8.0 Bidder's Qualifications and Information. Written Response to Item No. 8.1 through 8.13.
- Section 12 DOA-3832 Bidder Required Form
- Section 13 Affidavit Form

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