



Date: March 28, 2019
To: Prospective Banking Partners
RE: Addendum #1 - MF031919 - Request for Expression of Interest for ATM Banking Services & Marketing Partnership

The following questions and answers are clarifications to this Request for Expression of Interest and should be considered an integral part of the original document.

Q1: Is there any potential to extend the Proposal Due Date?

A1: New Bid Opening Date: April 8, 2019, 2:00 PM (EDT)

Q2: Is there any potential to increase the length of the proposed initial 1-year contract term?

A2: Not at this time.

Q3: Is there any flexibility on ATM deployment, CD or FF?

A3: The machines (CD and FF as requested) must be in place and fully operational for the July 1 start date.

Q4: The RFP delivery response format did not appear to be specified, is an electronic (PDF) submittal acceptable?

A4: To clarify: Enclose an electronic version of the requested proposal compiled in a Portable Document Format (.pdf) on a CD, DVD or USB flash drive.

Please submit to:

Mike Franklin

University of Connecticut

Procurement Services

3 Discovery Drive, Unit 6076

Storrs, CT 06269-6076

Due Date: April 8, 2019, 2:00 PM (EDT)

Q5: Will the responses to the Written Inquiries that were submitted be shared with all of the Financial institutions that received the RFP on 3/27?

A5: Yes

Q6: Please provide a complete activity report for the current ATMs

A6: That data is not accessible at this time.

Q7: Will any operating accounts accompany this partnership?

A7: There is not a commitment for any operating accounts to be associated with this effort.

Q8: What is the annual average revenue share per machine?

A8: Currently \$0.00

Q9: What is the current revenue share and rental agreement?

A9: Currently \$0.00

**University Business Services
Procurement Services**

3 DISCOVERY DRIVE, UNIT 6076

STORRS, CT 06269-6076

PHONE 860.486.2619

FAX 860.486.5051

www.procurement.uconn.edu

Q10: What is the charge for non-bank cardholders?

A10: \$1.75

Note: The original Agreement and First Amendment are attached for further reference.

All other terms, conditions and specifications remain as per the original document.

Please acknowledge receipt of this Addendum prior to the due date and time via email to michael.franklin@uconn.edu.

**FIRST AMENDMENT TO LICENSE
AGREEMENT**

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("Amendment") is made as of this 10th day of June, 2018 ("Amendment Effective Date"), by and between **UNIVERSITY OF CONNECTICUT**, having an address at 3 Discovery Drive, U-6076, Storrs, CT 06269 ("University") and **WEBSTER BANK, N.A.**, a national association, having an address at 145 Bank Street, Waterbury, CT 06702 ("Company").

WHEREAS, University and Company are parties to a certain license agreement dated May 31, 2013 ("License Agreement"); and

WHEREAS, University and Company wish to amend certain terms of said License Agreement as hereinafter provided;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby mutually covenant and agree as follows:

1. The first Recital is hereby amended as follows:

- a) The word "eleven (11)" is replaced with the word "ten (10)"
- b) The words "TORRINGTON CAMPUS (Cash Dispenser) – 855 University Drive, Torrington, CT" and "LAW SCHOOL CAMPUS (Cash Dispenser) – 55 Elizabeth Street Hartford, CT" are deleted in their entirety.
- c) The following words are deleted in their entirety:

UCHC FARMINGTON CAMPUS – 263 Farmington Avenue, Farmington Connecticut

- Main Building (Full Function Deposit Taking),

and replaced with the following:

UCHC FARMINGTON CAMPUS – 263 Farmington Avenue, Farmington Connecticut

- Main Building (2 machines, Full Function Deposit Taking and Cash Dispenser).

2. The second Recital is hereby amended as follows:

- a) The word "eleven (11)" is replaced with the word "ten (10)"

3. The term of the License Agreement, presently scheduled to expire on June 30, 2018 shall be extended for one (1) year commencing on July 1, 2018 and terminating on June 30, 2019 ("Extension Term").

4. Section 4. Termination or Removal of an ATM is hereby revised as follows:

- a) The words one hundred eighty (180) are replaced with the word ninety (90).

5. Section 5. License Fee is hereby deleted in its entirety and replaced with the following:

University and Company hereby agree that the License Fee during the Extension Term established in this Amendment for the ten (10) ATMs shall be zero dollars (\$0.00).

6. The following additional Section 26. Transition is hereby inserted into and made a part of the License Agreement:

26. Transition. Upon termination, cancellation or expiration of this License for any reason, the Company shall take reasonable measures to ensure a smooth transition as directed by University, and shall cooperate with reasonable transition-related requests made by the University for a period not to exceed ninety (90) days.

7. Capitalized terms not otherwise defined in this Amendment shall have the same definitions as set forth in the License Agreement.
8. Except as otherwise provided herein, the License Agreement, together with all exhibits, shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date above.

WEBSTER BANK, N. A.


By: MICHAEL L. O'CONNOR
Director Corporate Real Estate

UNIVERSITY OF CONNECTICUT


By: SCOTT A. JORDAN
Executive Vice President for Administration and Chief Financial Officer

LICENSE AGREEMENT

This License Agreement (hereinafter referred to as the "License Agreement" or "Contract") is dated as of the 31st day of May, 2013, by and between the **UNIVERSITY OF CONNECTICUT**, acting herein by its Master Planner and Chief University Architect, pursuant to the provisions of Conn. Gen. Stat. Section 4b-21(a); 10a-104 and 10a-108, as revised, having a mailing address of 31 LeDoyt Road, U-3094, Storrs, CT 06269 ("University") and **WEBSTER BANK, N.A.**, a national association formed under the laws of the United States, and having a place of business at 145 Bank Street Waterbury, CT 06702 (hereinafter referred to as the "Company" or "Contractor").

WITNESSETH

WHEREAS, COMPANY wishes to install, operate and maintain eleven (11) Automatic Teller Machines ("ATM's) at various locations owned by the University of Connecticut; specifically:

STORRS CAMPUS (5 machines)

- Student Union (2 machines, one Full Function Deposit Taking and one Cash Dispenser) - 2110 Hillside Road, Storrs, CT
- Wilbur Cross Building (Full Function Deposit Taking) 233 Glenbrook Road, Storrs, CT
- South Campus Lobby (Cash Dispenser) - Rome Hall, 626 Gilbert Road Extension, Storrs, CT
- Homer Babbidge Library (Cash Dispenser) 369 Fairfield Way, Storrs, CT

UHC FARMINGTON CAMPUS - 263 Farmington Avenue, Farmington, Connecticut

- Main Building (Full Function Deposit Taking)

EVERY POINT CAMPUS (Cash Dispenser) - 1084 Shennecossett Road, Groton, CT

LAW SCHOOL CAMPUS (Cash Dispenser) - 55 Elizabeth Street, Hartford, CT

STAMFORD CAMPUS (Cash Dispenser) - One University Place, Stamford, CT

TORRINGTON CAMPUS (Cash Dispenser) - 855 University Drive, Torrington, CT

WATERBURY CAMPUS (Cash Dispenser); - 99 East Main Street, Waterbury, CT

collectively the Premises ("Premises") and referred to hereafter as "Premises" or "Campuses" each a "Campus".

WHEREAS, UNIVERSITY is willing to permit the COMPANY to locate those eleven (11) ATMs each requiring an area of approximately 8' X 10' (8 feet in width and 10 feet in depth) (hereinafter referred to as the "Licensed Premises") in mutually agreed upon locations, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, UNIVERSITY and COMPANY agree as follows:

1. **Recitals.** The recitals above are incorporated herein by reference as though fully set forth herein.

2. **Grant of License.** UNIVERSITY hereby grants to COMPANY a license for COMPANY to locate eleven (11) ATMs on UNIVERSITY property as specified above. The COMPANY is permitted to use the Licensed Premises for the installation of ATM's and for the use of the ATMs by the UNIVERSITY community, which includes students, staff, faculty and members of the general public.

The COMPANY is the exclusive provider of ATMs at the UNIVERSITY Campuses listed above. To clarify, no other party may provide ATMs at any of the Campuses listed above. UNIVERSITY represents that no other entity or person has the right to install or operate an ATM on such Campuses and agrees that during the Term (as defined below) UNIVERSITY shall not permit the installation or operation of any ATM by any other entity or person on such Campuses, with the exception of certain buildings or grounds leased by UNIVERSITY to third parties. COMPANY shall also have the right of first refusal to provide ATMs on any UNIVERSITY property acquired as a result of UNIVERSITY or Campus expansion projects or relocation of a Campus.

3. **Term.** This License Agreement shall be effective from July 1, 2013 and shall continue in full force and effect through June 30, 2018 (the "Term").

4. **Termination or Removal of an ATM.** This License Agreement may be terminated immediately by University (i) upon an event of default by COMPANY of its obligations under this License Agreement if COMPANY does not cure such default within thirty (30) days of receipt of written notice of such default or (ii) at any time and for any reason by University or Company upon one hundred eighty (180) days prior written notice of the effective date of termination. If the UNIVERSITY opts to terminate this License Agreement without cause pursuant to Section 4 (ii), the UNIVERSITY agrees to pay a reasonable de-installation cost to the COMPANY. COMPANY may remove an ATM from this Agreement if UNIVERSITY ceases operation at one of the locations where such ATM is located for a period of thirty (30) consecutive days upon such removal COMPANY shall have no further obligation to UNIVERSITY for the affected Licensed Premises.

5. **License Fee.** University and COMPANY have agreed that the License Fee for the eleven (11) ATM's shall be payable monthly pursuant to the following schedule:

Location	Model***	Type	Monthly License Fee	Annual License Fee	Surcharge Revenue Sharing
Student Union*	Opteva 720	Full Function Deposit Taking	\$750	\$9,000	10%
Student Union*	Opteva 522	Cash Dispenser	\$750	\$9,000	10%
Wilbur Cross	Opteva 720	Full Function Deposit Taking	\$600	\$7,200	0%

South Campus Lobby	Opteva 522	Cash Dispenser	\$600	\$7,200	0%
Homer Babbidge Library	Opteva 522	Cash Dispenser	\$600	\$7,200	0%
UCHC Farmington	Opteva 720	Full Function Deposit Taking	\$600	\$7,200	0%
Avery Point	Opteva 522	Cash Dispenser	\$0	n/a	0%
Law School - Hartford	Opteva 522	Cash Dispenser	\$0	n/a	0%
Stamford**	Opteva 522	Cash Dispenser	\$0	n/a	0%
Torrington	Opteva 522	Cash Dispenser	\$0	n/a	0%
Waterbury	Opteva 522	Cash Dispenser	\$0	n/a	0%

*Note that fees will be waived for the months of August, September and October 2013 for these locations.

**With regard to the Stamford location, the parties agree to revisit the figures for the activity at the location annually, one year after commencement of this License Agreement, and if the numbers are similar to those at one of the Storrs location ATM's the parties will negotiate an appropriate monthly fee for this location. The parties agree to review the figures for the Stamford location in May, 2014.

***Models may also be successive models in terms of technology development or a mutually agreed upon alternative model.

Maximum Anticipated Fixed License Fee Amount for the Term* **\$234,000.00**

*Excluding any negotiated surcharge revenue sharing for specified locations.

6. Limitations on Grant and Company's Rights. This License Agreement shall not, under any circumstances, constitute nor be construed as a lease of real property. COMPANY is granted a temporary and revocable license to use the Licensed Premises, only, and shall have no real property interests or rights as a tenant, in or to the Licensed Premises.

7. Additional University commitments. As part of this License Agreement, and in addition to any other Agreements between COMPANY and UNIVERSITY for events and communications to members of the UNIVESITY community, the UNIVERSITY hereby grants to COMPANY:

- a. Exclusive Tabling rights at UNIVERSITY events and Campuses, specifically excluded are "Bank Days," an internship and career fair at the Waterbury Campus, and other internship and career fairs that may be held, which the parties acknowledge will be attended and tabled by other banks and financial institutions.

- b. The right to hold “Bank at Work” tabling events to promote COMPANY’s banking products to students, administration, faculty, and staff in high traffic areas across all Campuses (including UNIVERSITY’s Medical Center facilities.)
- c. Exclusive access to hold sign-up events to offer COMPANY’s “Bank at Work” program to UNIVERSITY administration, faculty and staff at all locations.
- d. The right to have promotional space in online and/or signage within administration, faculty, and staff communications to assist COMPANY in promoting its “Bank at Work” program and on campus tabling events to support its “Bank at Work” program. Such promotional material (online material and/or signage) shall be in compliance with University policies with regard to communications and privacy and approved by the University in advance, which approval shall not be unreasonably conditioned, withheld or delayed.
- e. The right to have promotional space in online and/or signage within student communications/areas to assist COMPANY in promoting its banking products for students and campus tabling events that promote COMPANY’s banking products for students. Such promotional material (online material and/or signage) shall be in compliance with University policies with regard to communications and privacy and approved by the University in advance, which approval shall not be unreasonably conditioned, withheld or delayed.
- f. The opportunity to include information about “Bank at Work” events in, bulletins, and similar print, e-mail, or on-line publications for administration, faculty and staff newsletters at all locations (including the UNIVERISTY’s Medical Center facilities).

8. Condition of Licensed Premises. COMPANY agrees, warrants and represents that it has examined and is familiar with the Licensed Premises and further agrees to accept the Licensed Premises in their “As-Is” condition.

9. Use and Maintenance of Licensed Premises.

- (a) COMPANY shall use the Licensed Premises solely for the installation, maintenance, and repair of ATM’s for use by the UNIVERSITY community. COMPANY hereby covenants and agrees that it shall not use the Licensed Premises for any purpose other than as expressly provided for herein.
- (b) Compliance With Laws And Other Requirements. (a) UNIVERSITY shall keep the area surrounding the Licensed Premises and ATM free and clear of any obstruction, and (b) COMPANY shall not use the Licensed Premises, or permit the Licensed Premises to be used, in any manner which: violates any applicable federal, state and local laws, rules, statutes, codes, regulations, policies or procedures and must comply with all such application of laws, rules, statutes, codes, regulations, policies and procedures.
- (c) Hours. COMPANY acknowledges that regular access to the ATMs shall be in accordance

with the regular hours of operation of the various UNIVERSITY buildings in which the ATMs are located.

10. Utilities. UNIVERSITY agrees to provide at its sole cost and expense electricity service required for COMPANY's operation of the ATMs within the designated portion of the Licensed Premises at no cost to COMPANY. The license granted hereunder permits COMPANY, and its contractors (including armored car services), at COMPANY's cost, to install, locate, maintain and repair utility lines within the interior of the Licensed Premises to provide the ATM's with electricity, telephone service and computer lines and other utility lines incidental to the ATM and surveillance cameras and alarm systems in connection with the ATM in accordance with the terms of this Agreement (jointly "Support Facilities") from public utility lines or junction boxes serving or located within the locations. The location and nature of the Support Facilities shall be subject to the prior written approval of the UNIVERSITY which shall not be unreasonably delayed or withheld. If any utility service required for COMPANY's use of the Licensed Premises or the operation, maintenance, or repair of an ATM is determined to be unavailable, or later becomes unavailable, to COMPANY for the Licensed Premises or the ATM, for any reason whatsoever (including, without limitation, the inability to acquire or secure on reasonable terms any required easement, permit or consent for the installation thereof, the interruption or discontinuance of any such utility service, or the lapse or termination of any easement, permit or consent therefor), COMPANY shall notify the UNIVERSITY of the unavailability of such utility service so that the UNIVERSITY may cure such unavailability. If UNIVERSITY confirms that a required necessary utility is unavailable, then COMPANY may thereafter terminate this License for that specific Campus or remove the affected Campus or ATM from this License Agreement in COMPANY's discretion, effective upon giving notice of termination or removal in writing to UNIVERSITY. Upon such termination or removal, this License Agreement or COMPANY's license rights for the affected portion(s) of it shall expire and be of no further force or effect.

11. Maintenance and Repairs of the Licensed Premises and ATMs. COMPANY shall be solely responsible for the maintenance of the Licensed Premises with the exception of the UNIVERSITY ensuring that the premises are kept free and clear of any obstructions, the ATM, and the Support Facilities. COMPANY, at COMPANY's expense, shall perform, or cause to be performed all necessary repairs or maintenance of the ATM, all related equipment, and Support Facilities located within, or serving, the Licensed Premises. UNIVERSITY shall have no liability for the performance thereof or for the payment for such repairs or maintenance.

12. Improvements on the Licensed Premises. COMPANY shall be permitted, at its own cost and expense, to install, construct, maintain, and remove an ATM within the designated portion of the Licensed Premises. After obtaining written consent from the UNIVERSITY, the COMPANY may make alterations, additions, or replacements to the ATM and Support Facilities related equipment, fixtures or signage (on the ATM but not a freestanding sign unless otherwise agreed to by the UNIVERSITY through prior written authorization which shall not be unreasonably delayed or withheld). After providing UNIVERSITY with thirty (30) days prior written notice, the COMPANY may remove its equipment, structures and improvements which are not permanently affixed to the Premises. Within ten (10) business days after the termination

or expiration of this License, COMPANY, at its sole expense, shall be required to remove the ATM and Support Facilities. COMPANY shall repair all damage or disfigurement to the Licensed Premises or Premises caused by ATM and Support Facilities and shall restore the Licensed Premises and the Premises to a condition existing immediately prior to the installation of the ATM and Support Facilities.

13. No Alterations or Signs and Advertising. COMPANY shall make no alterations, installations, additions or improvements in or to the Licensed Premises, including without limitation, the placement of any signs, unless the COMPANY obtains the prior written authorization from the UNIVERSITY which shall not be unreasonably delayed or withheld. COMPANY shall maintain the Licensed Premises in clean, safe and sanitary condition.

14. Insurance. COMPANY, for the duration of this License Agreement, including any extension of the original Term, must carry insurance to protect the interests of the UNIVERSITY and the State of Connecticut. COMPANY must obtain Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Umbrella Liability Insurance to not less than the minimum limits as required in this Section, all at no cost to the UNIVERSITY and the State of Connecticut.

A. Commercial General Liability:

Combined single limit: \$1,000,000 each occurrence
\$2,000,000 annual aggregate

B. Comprehensive Automobile Liability

(to include owned, non-owned and hired vehicles):
Combined single limit: \$1,000,000 each occurrence

C. Umbrella Liability: \$5,000,000 each occurrence

Each of the policies for the insurance mentioned above will be issued by an insurance company or companies satisfactory to the UNIVERSITY and will contain a provision that UNIVERSITY shall receive at least thirty (30) calendar days written notice in the event coverage has been canceled or not renewed. Such insurance policies will name the State of Connecticut, the UNIVERSITY of Connecticut, their officers, officials, employees, agents, boards and commissions as additional insured. Certificates of insurance shall clearly indicate some easily identifiable reference to the relationship to the UNIVERSITY. Certificates of insurance showing such coverages as required in this Section will be filed with the UNIVERSITY prior to the time this License Agreement is executed on behalf of the State of Connecticut. If at any time requested by the UNIVERSITY, the COMPANY will provide to the UNIVERSITY a copy of any of the aforementioned policies, and any endorsements or amendments thereto.

At no cost to COMPANY, UNIVERSITY shall keep the Licensed Premises and all improvements on the land on which the Licensed Premises are kept insured against loss or damage by fire, lightning and against loss or damage by such other risks now or hereafter embraced by "Extended Coverage," so-called vandalism, malicious mischief and those perils commonly included in "All Risk." Said insurance shall be for a sum not less than one hundred

(100%) percent of the full replacement cost of the ATM without deduction for depreciation or obsolescence of the ATM.

15. **Default.** This License Agreement shall, at the option of UNIVERSITY, terminate if COMPANY violates or fails to perform any of the conditions, covenants or agreements of this License Agreement, including without limitation, the payment of the monthly fee if applicable, provided that any such violation or failure to perform any of those conditions, covenants or agreements continues for a period of thirty (30) days after written notice hereof has been delivered by UNIVERSITY to COMPANY. In such event, COMPANY shall remain liable to UNIVERSITY for all direct damages resulting from such default. Upon the termination of this License Agreement, UNIVERSITY shall have the right to prevent COMPANY's entry to, or access upon, the Licensed Premises and Demised Premises, except to remove the ATM and Support Facilities. In the event of any default or dispute arising hereunder, COMPANY shall fully reimburse UNIVERSITY for all attorneys' fees and court costs incurred by UNIVERSITY.

This License Agreement shall, at the option of COMPANY terminate if UNIVERSITY violates or fails to perform any of the conditions, covenants or agreements of this License Agreement, including without limitation, the exclusivity provision of Section 2, provided that any such violation or failure to perform any of those conditions, covenants or agreements continues for a period of thirty (30) days after written notice hereof has been delivered by COMPANY to UNIVERSITY. In such event, UNIVERSITY shall permit COMPANY's entry to, or access upon, the Premises, to remove the ATM and Support Facilities.

In no event shall either party be liable for any special, indirect, or consequential damages arising out of this License Agreement.

16. **Notices.** All notices, demands or requests provided for or permitted to be given pursuant to this License Agreement must be in writing. All notices demands and requests shall be deemed to have been received as of the day indicated on the signed proof of receipt if sent by Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper signature required; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If directed to University, written notice shall be addressed to:

Real Estate Officer
Office of Real Estate and Risk Management
31 LeDoyt Road, U-3094
Storrs, CT 06269

If directed to Company, written notice shall be directed to:

Gerald P. Plush
President and Chief Operating Officer
Webster Financial Corporation
145 Bank Street
Waterbury, CT 06702

With a mandatory copy, but such copy shall not be sufficient in itself to constitute notice, to:

Webster Bank, N.A.
145 Bank Street
Waterbury, CT 06702
Attn: General Counsel

Webster Bank, N.A.
123 Bank Street
Waterbury, CT 06702
Attn: Corporate Real Estate

Jones Lang LaSalle Americas, Inc.
525 William Penn Place
20th Floor
Pittsburgh, PA 15259
Attn: Lease Administration – Webster Bank

17. Restrictions On Transfer. Except with the written consent of UNIVERSITY or in the event of a change in control of COMPANY (Which shall not require the written consent of UNIVERSITY), COMPANY shall not, either voluntarily or by operation of law, assign, encumber, or otherwise transfer this License or any interest herein, or permit the Licensed Premises to be occupied by anyone other than COMPANY.

18. Entry by University. UNIVERSITY may, without notice, enter the Licensed Premises at any time to (i) inspect the same, (ii) exhibit the same to prospective purchasers, mortgagees or licensees, (iii) determine whether COMPANY is complying with all of its obligations under this License Agreement.

19. Miscellaneous Provisions.

(a) Entire Agreement. This License Agreement contains all of the agreements and understandings relating to the licensing of the Licensed Premises and the obligations of UNIVERSITY and COMPANY in connection therewith. UNIVERSITY has not made, and COMPANY is not relying upon, any warranties, or representations, promises or statements made by UNIVERSITY or any agent of UNIVERSITY, except as expressly set forth herein. This License Agreement supersedes any and all prior agreements and understandings between UNIVERSITY and COMPANY and alone expresses the agreement of the parties.

(b) Amendments. This License Agreement shall not be amended, changed or modified in any way unless in writing executed by UNIVERSITY and COMPANY.

(c) Force Majeure. Neither party shall incur liability to the other party with respect to, and shall not be responsible for any failure to perform, any of its obligations hereunder if such failure is caused by any reason beyond the control of such party including, but not limited to, strike, labor trouble, governmental rule, regulations, ordinance, statute or interpretation, or by fire,

earthquake, civil commotion, or failure or disruption of utility services. The amount of time for a party to perform any of its obligations shall be extended by the amount of time a party is delayed in performing such obligation by reason of any force majeure occurrence whether similar to or different from the foregoing types of occurrences.

(d) **Severability.** In the event any provision of this License Agreement is found to be unenforceable, the remainder of this License Agreement shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by law. The parties agree that in the event two different interpretations may be given to any provision hereunder, one of which will render the provision unenforceable, and one of which will render the provision enforceable, the interpretation rendering the provision enforceable shall be adopted.

(e) **Captions.** All captions, headings, titles, numerical references and computer highlighting are for convenience only and shall have no effect on the interpretation of this License Agreement.

(f) **Power to Execute.** The individual signing this License Agreement on behalf of the COMPANY certifies that s/he has full authority to execute the same on behalf of the COMPANY and that this License Agreement has been duly authorized, executed and delivered by the COMPANY and is binding upon the COMPANY in accordance with its terms. If applicable, the COMPANY shall provide a Certified Resolution or other signature authority documentation certifying that the individual executing this License Agreement has been authorized by the governing body of the COMPANY to sign on behalf of the COMPANY, signed on or after the date of the License Agreement execution by COMPANY.

State of Connecticut - Required Contract Provisions: References in this section to "Contract" shall mean this License Agreement and references to "Contractor" shall mean COMPANY.

20. Governing Law. This License Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

21. Indemnification. To the maximum extent allowed by law, the COMPANY will indemnify and hold harmless the UNIVERSITY and the State of Connecticut, their employees and agents, from any and all claims, liabilities, demands, damages, costs or expenses (including all reasonable attorneys' fees) to the extent caused by or resulting from any negligent act or omission of, willful misconduct, breach of this License Agreement or breach of warranty by, or fault of, the COMPANY or anyone for whom the COMPANY is responsible in the performance of this License Agreement. This indemnification will survive the expiration or termination of this License Agreement to the maximum extent allowed by law. Nothing in this paragraph will be construed as obligating the COMPANY to indemnify or hold harmless any of the parties indemnified hereunder against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of such indemnified party, or such party's agents or employees.

22. Claims. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any

state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

23. State Nondiscrimination Provisions. Non-Discrimination

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the

Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General

Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

24. State Executive Orders (including Ethics Affidavit Requirements). The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

25. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this License Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's Notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the Notice, referenced herein:

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND
PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN
CONTRIBUTION AND SOLICITATION LIMITATIONS**

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

**CAMPAIGN CONTRIBUTION AND SOLICITATION
LIMITATIONS**

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

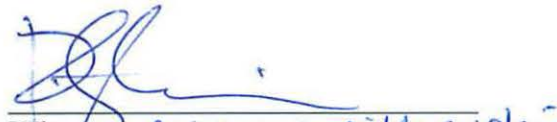
“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

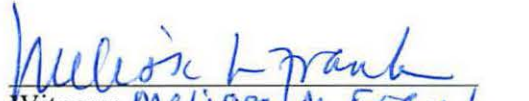
“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

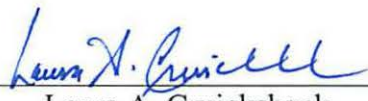
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IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the date above written.


Witness: Robert J. Sitkowski

UNIVERSITY:
UNIVERSITY OF CONNECTICUT


Witness: Melissa M. Frank

By: 

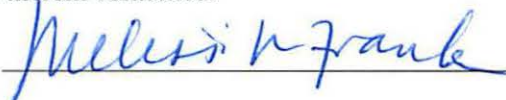
Laura A. Cruickshank
Master Planner and
Chief University Architect
Duly authorized

State of Connecticut

ss: Mansfield

County of Tolland

On this the 12th day of June, 2013, before me, Melissa M. Frank, the undersigned officer, personally appeared Laura A. Cruickshank, Master Planner and Chief University Architect, known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.



Melissa M. Frank
Commissioner of the Superior Court

COMPANY:
WEBSTER BANK, N.A.

Patricia Ritucci
Witness: PATRICIA RITUCCI

Keron L. Smith
Witness: KERON L. SMITH

By: Gerald P. Plush
Gerald P. Plush
President and Chief Operating Officer,
Duly Authorized

State of Connecticut

ss: Waterbury

County of New Haven

On this the 31st day of May, 2013, before me, _____, the undersigned officer, personally appeared Gerald P. Plush, President and Chief Operating Officer of Webster Bank, N.A., known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

Mary A. Hallaway
Notary Public or Commissioner of the Superior Court
My commission expires _____



MARY A. HALLAWAY
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP. 4-30-2014

APPROVED AS TO FORM:



Joseph Rubin
~~Assistant~~ Associate Attorney General

Date: 6/18/13



DATE: March 19, 2019
 TO: All Prospective Proposers
 SUBJECT: **MF031919 - Request for Expression of Interest for ATM Banking Services & Marketing Partnership**

The University of Connecticut is seeking proposals from experienced and qualified banking partners to manage an immediate opportunity to furnish, deliver and install Automated Teller Machines (including supplies, maintenance and related services) to the University's main campus, located in Storrs, Connecticut, UCONN Health, located in Farmington, Connecticut, as well as the regional campuses located in Hartford, Stamford, Groton and Waterbury. This process would allow the banking partner to be the sole ATM Proposer on all campuses. Interested parties should propose potential revenue share terms as a part of any response, as well as any marketing or partnership assets that could be activated during the term for the benefit of both parties.

Recognizing UConn as an institute of higher education, Proposer must adhere to all applicable state and federal financial services and banking laws and regulations.

Schedule

Expression of Interest Issue/Release	March 19, 2019
Closing Date for Written Inquiries	March 22, 2019 at 2:00 PM (EDT)
University's Response to Inquiries	March 27, 2019
Proposal Due Date & Time	April 1, 2019 at 2:00 PM (EDT)
Anticipated Award Date	April 15, 2019
Contract Commencement (ATMs to be installed prior to 07/01/2019)	July 1, 2019

Contract Term

It is anticipated that the length of the contract resulting from this Expression of Interest will be for one (1) year with two (2) one-year possible extensions, or parts thereof, for a total potential term of three (3) years.

Locations and Machine Requirements

Storrs

Location	Address	Machine Type
Student Union	2110 Hillside Road, Storrs, CT	Full Function Deposit Taking
Wilbur Cross Building	233 Glenbrook Road, Storrs, CT	Cash Dispenser
Rome Hall	South Campus Lobby, 626 Gilbert Road Extension, Storrs, CT	Cash Dispenser

Office of the Executive Vice President for Administration and Chief Financial Officer

University Business Services

3 DISCOVERY DRIVE, UNIT 6076
 STORRS, CT 06269-6076

PHONE 860.486.2619

FAX 860.486.5051

www.procurement.uconn.edu

UCONN Health

Location	Address	Machine Type
Outpatient Pavilion - 1st Floor	263 Farmington Avenue, Farmington, CT	Cash Dispenser
Main Building - Outside Food Court	263 Farmington Avenue, Farmington, CT	Full Function Deposit Taking
Off-Campus Building - Lobby	16 Munson Road, Farmington, CT	Full Function Deposit Taking

Regional Campuses

Location	Address	Machine Type
Law School Campus	55 Elizabeth Street, Hartford, CT	Cash Dispenser
Stamford Campus	One University Place, Stamford, CT	Cash Dispenser
Avery Point Campus	1084 Shennecossett Road, Groton, CT	Cash Dispenser
Waterbury Campus,	99 East Main Street	Cash Dispenser
Additional Hartford Campus location	TBD	TBD

Specifications

- a. The main goal of this request is to provide greater access to services for students, faculty and staff, offer lower fees to students, and explore any financial benefits to the University for making these services available.
- b. The Proposer should have a minimum of three (3) years experience installing and operating ATM's for entities or Universities of similar size to UCONN.
- c. The Proposer shall have the financial capability to provide services requested in this Expression of Interest. The selected Proposer will be required to submit their most current 10-K financial statements package. Statements are not required for the initial Proposal submittal.
- d. The ATM equipment, located on UConn property, shall be owned by the Proposer.
- e. The Proposer shall install and maintain the equipment at the sole expense and risk to the Proposer.
- f. The cost of electricity used in conjunction with the operation of the ATM equipment shall be the Proposer's responsibility, should such utility be separately metered at the ATM location.
- g. The Proposer should clearly state their affiliations or agreements with national and/or regional automated teller services (ATS) networks.
- h. A monthly rental fee of \$ ___ per machine shall be paid to the University and/or a commission of ___ % per transaction shall be paid to the University. Fees and/or participation percentages are to be held firm for the three (3) year agreement.
- i. Proposer shall submit monthly reports of transaction activities for each ATM to the University. Any and all commissions due to the University shall be submitted with each report. The Proposer is required to correct all errors and incorrect calculations and reimburse, retroactively to the University.
- j. The ATM equipment should be capable of providing additional services, either now or in the future.

- k. The Proposer shall have an ATM Machine Placement Plan to include a narrative of required renovations and a list of needed utilities for each ATM location. Any improvements and utility connections required for installation and operation of Proposer's ATM shall be made at Proposer's expense according to the University's specifications, code requirements and design. The University shall work with the Proposer in determining the final location for all ATM's and shall reserve the right to make the final determination of ATM locations.
- l. The Proposer shall have an established ATM machine maintenance and service program for all ATM's. Proposer shall service all equipment 365 days a year unless otherwise agreed to by the University. Proposer shall provide an identification number and place a sticker or decal on each machine giving the telephone number to be called for service. Proposer shall provide for the timely servicing and regular replacement of worn and or malfunctioning equipment. Response time shall be within 24 hours of a reported service malfunction. Proposer shall replace all equipment that is out of service for longer than 72 hours. Servicing hours must be compatible with University operating hours. Scheduling must be approved by the University.
- m. The Proposer shall have a formalized mechanism for dealing with fraudulent transactions, vandalism and security. Details of this process will be required before an award is made.
- n. The Proposer shall have a promotional program for utilization of ATM units and a signage program approved by the University.
- o. All ATM's must use the latest technology unless otherwise agreed to by the University.
- p. All equipment and security devices must meet requirements of the Bank Protection Act for overnight storage of cash.
- q. The Proposer shall certify and warrant that all equipment provided for ATM service shall be free from defects and design, materials and workmanship; sold or manufactured via legal and reputable channels; and not misbranded. All machines must be in new or like new condition.
- r. All ATM's must be installed in a manner acceptable to both parties. Exterior machines may be approved by the University for specific locations.
- s. Travel to various ATM equipment locations must be by way of the regular campus streets and service roads. No motor vehicles may be driven on walkways without prior approval of the University.
- t. ATM machines must be ADA accessible. A description of ADA accessibility features and compliance must be provided.
- u. The Proposer shall have established internal accounting procedures for:
 - Recording, verifying and reporting transactions and foreign transactions for every machine regardless of whether on a base rent, or a transaction fee basis and/or foreign transaction fee is proposed. The proposal will provide for Proposer to submit reports on a quarterly basis and each ATM must have a monthly transaction report in a monthly format acceptable to the University.
 - Internal accounting procedures for internal auditing of automated teller machines
 - Regular accounting and inventory control

Evaluation Criteria

Criteria	Weight
Contract Pricing <ul style="list-style-type: none">• Financial return to the University• Financial capability to support requested services• Comprehensiveness of reports	10 Points
Organizational Experience <ul style="list-style-type: none">• Ability to successfully achieve the goals and objectives identified• Quality and service level proposed of plan development methodology and engagement in the task including;<ul style="list-style-type: none">○ ATM services to be provided○ ATM equipment (new technology available)○ ATM machine placement plan ATM machine maintenance and service program	30 Points
Demonstrated Experience <ul style="list-style-type: none">• Three (3) references that demonstrate a history of experience in successfully providing identified services especially to large public research higher education institutions similar in size and scope to those of the University of Connecticut• Experience of staff committed to the engagement• Demonstrated satisfaction of previous clients• Maintain multiple affiliations with national and/or regional automated teller services (ATS) networks	30 Points
Qualifications <ul style="list-style-type: none">• Depth of client base established• Firm's capability to staff, manage, evaluate risk and conduct services identified• Absence of litigation or professional disciplinary action with probable adverse effects	30 Points

Point of Contact

All communications, site tour requests, and all other inquiries regarding this Expression of Interest **must** be directed to Mike Franklin. All questions must be submitted in writing to michael.franklin@uconn.edu no later than the Closing Date for Written Inquiries listed above in the Schedule.

Thank you,

Mike Franklin
Purchasing Agent II
University of Connecticut
3 Discovery Drive, Unit 6076
Storrs, CT 06269-6076.
Phone: (860) 486-4970
Fax: (860) 486-5051
michael.franklin@uconn.edu
www.purchasing.uconn.edu