1. **Overview**
   1.1. The University of Massachusetts - Lowell seeks proposals from qualified banking institutions for maintaining and marketing a UMass Lowell Affinity Card Program.
   1.2. The University of Massachusetts - Lowell is located in the historic industrial city of Lowell, 25 miles northwest of Boston, with the campus spanning more than 125 acres along the Merrimack River. More than 17,500 resident and commuter students of all backgrounds pursue bachelors, masters, and doctoral degrees as well as professional certificates in the arts, humanities and sciences; education; engineering; health and environment; and management. Internationally recognized for its excellence in science and engineering, UMass Lowell is a leader in nanotechnology and nano-manufacturing, bio-manufacturing, bioinformatics and advanced materials. The University is a nationally ranked research university that receives a significant percent of funding from federal agencies and private industry.
   1.3. More information on the Lowell campus can be found at [www.uml.edu](http://www.uml.edu).

2. **Outcomes**
   2.1. The University seeks to align itself with a banking institution that has a strategic fit and would extend unparalleled commitment to the implementation and management of the University Affinity Card Program. The selected company must demonstrate the following:
      - A proven track record, including a service guarantee to provide world class card member customer services
      - Commitment to a robust marketing plan with a proven track record on increasing card adoption and utilization
      - The ability to provide a truly customizable card solution
      - Complete and dedicated account management coverage: including marketing and planning, operations management and ad hoc accountability.
      - Ability to provide full color card designs

3. **Scope of Services**
   3.1. In partnership with vendor, work to develop comprehensive and aggressive marketing plan for affinity credit cards for alumni and friends of the university through direct mail, electronic mail, event sponsorships, phone campaigns, advertising in various publications and on website.
   3.2. Providing a revenue source to The University of Massachusetts – Lowell in the form of royalty payment for all opened accounts, account activity and other card benefits.
   3.3. Providing excellent value, benefits and customer service to cardholders.
   3.4. Providing excellent customer service to The University of Massachusetts – Lowell and support our efforts in reaching and retaining their constituents.
4. **Program Requirements**

4.1. Partnership

- The contract will be with a single partner for an exclusive partnership between the financial institution and the University of Massachusetts Lowell. The initial agreement will be for three (3) years with a projected expiration date of January 2019. Up to two (2), one-year (1) extensions of the contract may be negotiated within an agreed upon time frame. The vendor will make all credit decisions and be responsible for all compliance with laws and regulations.

4.2. Revenue Sharing

- Revenue Sharing agreement shall include:
  - Fee per approved account
  - Percent of annual fees collected
  - Percent of monthly late fees collected
  - Percent of monthly interchange fees collected (Bidder will be responsible for program marketing, customer service and maintenance of program at all levels.

- Marketing
  - Bidder will be responsible for program marketing, customer service and maintenance of program at all levels.
  - Bidder services offered shall be consistent with relative federal and state guidelines, practices and procedures.
  - Bidder will develop all marketing materials for promotion of the affinity card program.
  - Bidder will extend the University of Massachusetts Lowell the right to review and approve all marketing materials related to the affinity card program prior to distribution.
  - Bidder marketing materials where appropriate will prominently display and describe the benefit of using the card (i.e. it helps support the University, athletics, student programs and scholarships.)
  - Bidder will be required to provide quarterly reports regarding the performance of the affinity credit card program. This report will include financial information as well as overall account performance

4.3. Customer Payment and Privacy Protection

- PCI Compliance. If, in the course of its engagement by University, Contractor has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard (“PCI DSS”) and if applicable, Payment Application Data Security Standard (PA DSS) requirements, including remaining aware at all times of changes to these standards and promptly implementing all procedures and practices as may be necessary to remain in compliance with these standards, including promptly notifying the University of its non-compliance, in each case, at Contractor’s sole cost and expense. Both parties are responsible for the security of the cardholder data that is in such party’s control or possession, as mandated by PCI Security Standards Council (PCI SSC) in the performance of their individual and mutual responsibilities under this Agreement.
• “Red Flag Rules” —effective November 1, 2009, any third party vendor of the university that handles, stores or transmits personal identifying information must comply with federal trade Commission’s Red Flag Rules. Please identify your company’s Red Flag Administrator and policies related to this regulation.
• Indicate compliance with MGL 93 H and Regulation 201 CMR 17 regarding the protection of personal information

5. Program Marketing Opportunities

5.1. The following are potential marketing opportunities for the vendor:
• Bidder will be provided lists of more than 80,000 addressable alumni (3% growth rate annually)
• Bidder will be provided lists of 2,500 addressable friends that give to Athletics
• Bidder will be given ad placement in electronic publications distributed to more than 30,000 households 2-3 times per year.
• Bidder will have a direct internet link from the university’s alumni website pages to on-line application opportunity.
• Bidder will have event sponsorship opportunities.

6. SPECIAL PROGRAMS AND SPONSORSHIP OPPORTUNITIES: Bidders are welcome to include, as part of their proposal, any interests and commitments to student internships and sponsorship opportunities available through University Advancement and Athletics.

University Advancement
The University encourages philanthropic support from our partners. UMass Lowell Our Legacy, Our Place Campaign, will provide philanthropic support for strategic priorities on campus to enhance the educational experience of our students. You can create an endowment for student scholarships or sponsor the following annual events at various levels. Event Sponsorships include:

• Commencement Eve Celebration – Commencement Eve celebration reception and dinner with commencement speakers, honorary degree recipients and student award winners; an elegant evening for donors, alumni, community and friends of the University.
• Homecoming – Homecoming weekend for alumni, students and community.
• University Alumni Awards – Donors, alumni and friends of the University come together for reception and dinner to honor accomplished alumni across a broad spectrum of fields and accomplishments.

Athletics
Opportunities exist for the selected provider to participate in the Corporate Partnership program and take advantage of the various program benefits. These marketing programs are designed to target UMass Lowell’s affinity groups, including athletic fan base, alumni, employees and friends of UMass Lowell. Participation in the Corporate Partnership Program leverage exposure to UMass Lowell's large and diverse affinity base providing marketing sponsorship opportunities unique to this program. See Attachment D: Athletics Sponsorship Opportunity for
additional information.

7. **Bid Schedule**
   - RFP Available: January 8, 2016
   - Proposals Due: January 22, 2016
   - Anticipated Award: January 29, 2016
   - Contract Begins: February 1, 2016

8. **RFP Response Requirements**
   8.1. The following information and forms must be reviewed and submitted in pdf format via email to purchasing@uml.edu as part of your proposal. Any exceptions to the bidding requirements should be noted in the proposal. Such an exception may be grounds for rejection of the proposal, at the option of the University.
   - Proposal, in narrative format, responding to all items in Sections 3 Scope of Service
   - Bidders must acknowledge understanding and compliance with each section of this RFP. If the bidder’s document conflicts with this RFP, the RFP’s language takes priority
   - Bids will be opened and examined according to the time table set forth. Bidders will not have the opportunity to amend bids once they are submitted. If a bid is not complete, it will not be accepted. Further, if the contract is awarded and then discovered to be incomplete, that award will be rescinded.
   - Bids must be submitted BEFORE the posted deadline and will not be accepted after.
   - Any bid that does not specifically address the RFP will not be considered a valid bid-response.
   - Any costs incurred by contractors in preparing or submitting a proposal shall be the contractor's sole responsibility.

8.2. **Required Documents**
   - Attachment A: Proposal Offer (Signature Required)
   - Attachment B: Required Affidavit of State Tax Compliance (Signature Required).
   - Attachment C: Certification of Non-Collusion (Signature Required).

8.3. **Printed Page size** should be 8 1/2" x 11". **Type size for text** should be at least 10-points.

8.4. Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response is not desired. Unless specifically requested in the RFP, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired. Submissions will become part of the official records for this RFP and cannot be returned.

8.5. Please provide notice via email of your intent to submit a proposal to University Purchasing at the email address below, no later than January 14, 2016. Proposers submitting their notice of intent to propose will be copied on all subsequent correspondences and addenda pertinent to the RFP.

8.6. Please provide a concise proposal in electronic form, no later than 12:00 noon EST on Friday, January 22, 2016 to:
MARK SUBMITTAL: “RFP CL16-MD-0039”

9. Questions/RFI’s  
9.1. All Questions should be submitted electronically via email no later than 5:00 pm, EST, on Friday, January 15, 2015 and directed ONLY to:

Purchasing@uml.edu  
Attn: Gary T. Nolan, C.P.M.  
Senior Strategic Sourcing Manager

9.2. For the duration of this bid process, if it is determined that a bidder fails to comply to this requirement and initiates correspondence with any other UMass Lowell staff or representative about this bid process, they may be subject to disqualification.

10. Terms and Conditions  
10.1. Disclaimer  
   a. UMass Lowell reserves the right to reject any and all bids and to adapt the project’s specifications based on information received in the course of this negotiation. Information in the proposal deemed proprietary by the vendor should be specifically identified, and will be kept in confidence. UMass Lowell will not be responsible for any costs incurred by a vendor in the preparation and/or production of a proposal.
   b. The University may cancel this proposal at any time under any condition.
   c. Should this bid process result in an offer acceptance, all agreed pricing, terms and conditions between the selected vendor and the University of Massachusetts Lowell shall be extended and made available to the five campuses within the University of Massachusetts system (Lowell, Amherst, Boston, Dartmouth and Worcester) as well as the University of Massachusetts Systems office located in Shrewsbury, at each’s discretion.

10.2. Selection and Notice  
   a. Awards shall be to the proposer who the University, in its opinion, deems responsive and responsible taking into consideration the reliability of the proposer, the qualities of service and products to be supplied, and their conformity with the requirements and the purposes of which required. While considered, pricing will not be the main factor in selection.

10.3. Specifically, the following weighed analysis of evaluation criteria will be used:
   - Benefits to Alumni/Cardholders: 25%
   - Benefits to the University: 20%
   - Ability to provide a single-vendor solution with an integrated management interface for all functions of the system: 15%
• System capabilities including integration with existing solutions 10%
• Ability to provide requested support services 10%
• Delivery, configuration, implementation, and training 10%
• Company background and experience 5%
• Past performance and reputation 5%

9.4 The University reserves the right to reject any and all proposals, to omit an item or items, or to accept any proposal deemed to be in the best interest of the University.

9.5 The University will notify the selected vendor of its decision and will be prepared to enter into a standard University contract and/or issue a Purchase order immediately upon selection and notification that the offer to engage is accepted by the vendor. The University may request clarification of any proposal by phone, e-mail, in writing or during an in-person presentation.

11. **Entire Agreement**
   a. This proposal represents the entire agreement. Any terms on a contractor’s invoice are not a part of and are not merged into the agreement, unless mutually agreed upon by UMass Lowell and the contractor in writing. Any exceptions to the terms and conditions contained within this proposal must be so noted in writing within the contractor’s response. Any exceptions taken to the terms and conditions within this proposal may result in the classification of contractor’s response as non-responsive and no consideration for award will be given.

12. **Payment Terms**
   a. All services should be billed in arrears. The University Payment Terms shall be net 30 from the date UMass Lowell receives the invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Mass.Gen.Laws ch.29, § 29C and with Commonwealth Regulation 815 C.M.R. 4.00. Please state your billing schedule tied to deliverables.

13. **Freedom of Information**
   a. All proposals received are subject to Massachusetts General Laws Chapter 4, Section 7, Section 26 and Chapter 66, Section 10 regarding public access to such documents. Statements or endorsements inconsistent with those statues will be disregarded.

14. **Certification of Non-Collusion**
   a. Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), I certify under penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any person. As used in this certification the word “person” means any natural person, joint venture, partnership, corporation or other business or legal entity.

15. **Compliance with Laws and Regulations**
   a. In accordance with the terms and conditions of this RFP, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services and products shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.
16. Equal Opportunity/Affirmative Action  
   a. The University of Massachusetts Lowell is an Equal Opportunity/Affirmative Action, Title IX, H/V, ADA 1990 Employer and Executive Order 11246, Title 41, Part 60 of the CFR Sections 741.4, 250.4, 1.40, and 1.4 are hereby incorporated.

17. Proposal Conditions  
   a. Proposal must be signed by an official authorized to bind the vendor to its provisions.
   
   b. This RFP document must be returned and signed as required in Section 6.
   
   c. Proposals must remain valid for at least 90 calendar days from the deadline for proposal submission.
   
   d. Late proposals will not be considered. Proposals must be in the Purchasing Department before the date and time specified. Postmarks are not considered in determining late proposals. However, should a late proposal be the only response and if the proposal is also postmarked prior to the date and time of proposal opening, Purchasing may choose to make award to the proposer if it is determined that acceptance of the late proposal is in the best interest of the University of Massachusetts Lowell. When no proposals are received, in urgent circumstances the Purchasing Department may make an award based upon informed competition and without advertising.
   
   e. Any proposals may be withdrawn or modified prior to the date and time stated in the proposal for the opening of proposals. Such withdrawal or modification may be either in writing and signed by an authorized representative of the proposer, or made in person at the Purchasing Department provided in the latter case that the proposer or his authorized representative shows adequate identification. FAX withdrawals, but not modifications, will also be accepted, provided written confirmation by the proposer is mailed and postmarked on or before the date and time set for proposal opening.

18. Proposer Representations  
   Each proposer by making its proposal represents that:
   
   a. The proposal document and requirements have been read and understood by the proposer.
   
   b. The proposal is based upon the items described in the RFP documents and requirements without exceptions.
   
   c. The proposal has been arrived at independently and is submitted without collusion.
   
   d. The contents of the proposal have not been disclosed by the proposer nor to the best of its knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the proposer, or its surety on any bond furnished herewith, and will not be disclosed to any such person prior to the opening of proposals.
   
   e. No attempt has been made or will be made to induce any other person or firm not to submit a proposal.
Attachment A

Proposal Offer

CL16-MD-0039

Proposers are required to sign this form and submit it with their bid proposal.

To the University of Massachusetts Lowell, the undersigned proposes to provide equipment and services for the University of Massachusetts Lowell in accordance with the terms specified below and the terms of this request: CL16-MD-0039

The undersigned also hereby declares that it is the only person or persons interested in this proposal, that the proposal is made without any connection with other persons making any bid for the same work; that no person or persons directly or indirectly interested in this proposal, or in any contract which may be made under it, is expecting profits to arise therefrom; and without directly or indirectly influencing or attempting to influence any other person bidding for the same work; and that this proposal is made with distinct reference and relation to the specifications prepared for this case and herein mentioned. The undersigned declares that, in regard to the conditions affecting the work to be done, this proposal is based solely on their own investigations and research and not in reliance upon any representations of any employee, officer, or agent of the Commonwealth of Massachusetts.

The undersigned also hereby declares that the pricing and information provided in their response are accurate and binding.

Name of Signatory (Person signing below): _________________________________________________

Contact Name:________________________________________________________________________

Contact Telephone Number: __________________________________________________________________

Contact Business Address: __________________________________________________________________

Contact City and State: ___________________________________________________________________

Contact Email Address: _____________________________________________________________________

Authorized Signature: _____________________________________________________________________

Printed Name and Title: _____________________________________________________________________

Date of Offer: __________________________________________________________________________

Duration of Offer (minimum 90 Days) _________________________________________________________
Pursuant to Massachusetts General Laws, Chapter 62C Section 49A, Clause (B), added by Section 36 of Chapter 233 of 1983:

(Name of Person Representing Company/Firm): _____________________________________________

for (Name of Company/Firm): _______________________________________________________

whose principal place of business is located at:

Company Address: __________________________________________________________________

Do hereby certify under the pains and penalties of perjury that the above mentioned named contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Authorized Signature: __________________________________________________________________

Printed Name: _______________________________________________________________________

Title: ______________________________________________________________________________

Date: ______________________________________________________________________________
Attachment C

Certification of Non-Collusion

CL16-MD-0039

A person submitting a bid or a proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, Club, or other organization, entity, or group of individuals.

Signature: ________________________________________________________________

Printed Name of individual submitting bid or proposal: ____________________________

Name of business: __________________________________________________________

Signature Date: ____________________________________________________________
As part of this RFP, the University of Massachusetts Lowell is offering a unique opportunity for the successful bidder to enter into an UMass Lowell Athletics Corporate Marketing Partnership.

All bidders are encouraged to become “The Official Partner of the UMass Lowell River Hawks.” This partnership would be category exclusive and the UMass Lowell Athletics Department would work with the selected bidder to put together a partnership that will offer the best return on investment utilizing some of the sponsorship opportunities below.

UMass Lowell is making available as part of this RFP, the opportunity for the selected provider to participate in the Corporate Partnership program and take advantage of the various program benefits. These marketing programs are designed to target UMass Lowell’s affinity groups, including athletic fan base, alumni, employees and friends of UMass Lowell. Participation in the Corporate Partnership Program leverage exposure to UMass Lowell’s large and diverse affinity base providing marketing sponsorship opportunities unique to this program.

UMass Lowell is currently in its second official season of Division I Athletics for all sports. The River Hawks Men’s Ice Hockey Team has been competing in Division I since 1983 and won their second consecutive Hockey East Tournament Championship in 2014 and made their third straight NCAA appearance. For the 2014-15 season, 17 additional sports will compete in the America East Conference.

UMASS LOWELL QUICK FACTS
- 250,000+ Event Attendees (UML Athletics & Tsongas Center Events/Concerts)
- 75,000 Alumni
- 16,000 Students
- 2,000 Faculty & Staff

SPONSORSHIP OPPORTUNITIES

Official Provider & Intellectual Property Rights
- Official Provider for UMass Lowell River Hawks
- Provider will have access to use all UMass Lowell Athletics logos to promote partnership

Men’s Ice Hockey
- Arena Signage (Digital and Static)
- Tsongas Center Suites for Hockey Games
- Premium Tickets
- Radio Advertising
- Television Advertising
- In-Game Promotions

Men’s & Women’s Basketball
- Arena Signage (Scorer’s Table, Digital and Static)
- Premium Tickets
- Radio Advertising
• In-Game Promotions

Olympic Sports
• Stadium Signage
• In-Game Promotions

Other
• UMass Lowell Athletics Website Advertising – goriverhawks.com (30,000 Unique Visitors per month)
• Tsongas Center Website Advertising – tsongascenter.com (20,000 Unique Visitors per month)
• Athletic & Alumni E-Marketing (Database of 75,000+)
• Tsongas Center E-Marketing (Database of 100,000+)