



University of North Alabama  
Office of Procurement  
UNA Box 5025  
Florence, AL 35632  
Phone: (256)765-4206  
Fax: (256)765-4329

**Bid No. 2013-07 For: Campus Debit Card Partner**

**Page 1 of 9**

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**INVITATION FOR BIDS:**

Sealed Proposals for furnishing materials, equipment or services as described herein will be received at the Purchasing Department, Bibb Graves Hall, Room 21, University of North Alabama, Florence, Alabama, until 2:00 p.m. local time on November 30, 2012.

It is understood that the owner may accept any or all items at the prices listed in this proposal within a noted timeframes on the specification page. Time is of the essence to this bid and if delivery is not made within the time specified, the University reserves the right to cancel any order placed as a result of this bid. This bid may be withdrawn at any time prior to the scheduled time for the opening of bids, or any authorized postponement thereof.

**DIRECTIONS FOR MAILING BIDS:**

**Do not place more than one bid in an envelope. Envelopes containing more than one bid may not be opened in time for a bid to be considered.**

Envelopes containing bids must be sealed, marked and addressed as follows:

ADDRESSED TO:	(If via any postal service University of North Alabama Purchasing Department - Bid 2013-07 UNA M/S 5025 One Harrison Plaza Florence, AL 35632-0001	(If hand carry) University of North Alabama Purchasing Department - Bid 2013-07 Bibb Graves Hall, Room 21 One Harrison Plaza Florence, AL 35632-0001
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BID FOR: Campus Debit Card  
Bid No. 2013-07

SCHEDULE OF EVENTS:	Bid Release	October 29, 2012
	Question Option Closed	November 5, 2012 12:00 Noon CST
	Any Addenda Posted	November 9, 2012
	Bid Closed	November 30, 2012 2:00 PM CST

**CAUTION** – The above mailing address line, UNA Box 5025, is the address for the University of North Alabama Central Mail Room and is not part of the physical address for the University of North Alabama Purchasing Department. Envelopes or packages addressed to this box number may not be received in the Purchasing Department by the specified bid due date and time. It is the bidder's responsibility to ensure that the bid is received in the Purchasing Department by the date and time specified; no assumptions should be made in regard to an extension due to unforeseen circumstances of any kind, no due date or time will change without advance written notice from the Procurement Office.

Bidders are strongly cautioned to mail or ship bids to allow ample time for receipt in the Purchasing Department, not the Central Mail Room nor Central Receiving. Overnight or next day delivery services may not be adequate. Since bids must be received in a sealed envelope, faxed or emailed bid copies cannot be accepted.

**Bids received in the Purchasing Department after the specified date and time set forth above will not be considered and will be returned to the bidder**

**Bids will be opened in Bibb Graves Hall, Room 21 at 2:00 p.m. local time on November 30, 2012**

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Revised 1/30/08

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**I have read and understand the contents of this page**



**Bid No. 2013-07 For: Campus Debit Card Partner**

**Page 2 of 9**

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## ***GENERAL INSTRUCTIONS TO BIDDERS***

### **SUBMISSION OF OFFERS**

Bidders must develop and submit a complete and accurate offer to this bid request. Offers should be prepared providing a straight-forward, concise description of capabilities to satisfy the requirements of the bid. In the interest of supporting the University's sustainability initiatives, all bids are to be submitted using the most economical means. Unnecessarily elaborate brochures or other presentations beyond that sufficient to respond to each section of the bid are neither necessary nor desired. Bidders should refrain from using excessive and unnecessary packaging when shipping or mailing their response.

Bidder is required to submit one (1) original (clearly marked) and three (3) copies of their offer as well as one (6) electronic version on a flash drive. No emailed copies will be accepted.

### **QUESTIONS**

Contractors requesting clarifications to this Invitation to Bid may submit in writing questions for official response by the University. Questions should be sent via email to [chconlon@una.edu](mailto:chconlon@una.edu) no later than November 3, 2012 at 12:00PM (CST). All questions will be addressed by the University via addenda and sent to all known recipients of the Invitation to Bid. Addenda may also be viewed at: <http://www.una.edu/purchasing> under Open Bids.

### **REVISIONS TO THE BID**

In the event it becomes necessary for the University to revise any part of this bid request, revisions will be provided by the University Procurement Office via an addendum that is posted online at the link provided below. Notification of the addenda will be sent to all known recipients of the Invitation to Bid.

<http://www.una.edu/purchasing>

### **RIGHTS RESERVED**

The University, at its sole discretion and upon its determination that such actions would be in its best interest, reserves the right to:

- Accept or reject any or all bids, or any part thereof, or to withhold the award and to waive, or decline to waive, irregularities, informalities, and technicalities in any bid when determined that it is in its best interest to do so;
- Contact any bidder for clarification of information submitted;
- Hold all bids for a period of up to ninety (90) days after the due date/time and to accept a bid not withdrawn before the scheduled due date/time;
- Cancel and/or reissue the bid at any time
- Choose to not evaluate, will deem non-responsive, and/or will disqualify from further consideration any bids that do not follow the bid directives, are difficult to understand, are difficult to read, or are missing any requested information.

### **ETHICAL STANDARDS**

By submitting a bid, Contractor warrants it will cooperate with the University and demonstrates the willingness to comply with Alabama Ethics Law, Code of Alabama 1975 title 36, chapter 25; that Contractor meets all of the requirements therein.

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**I have read and understand the contents of this page**



**Bid No. 2013-07 For: Campus Debit Card Partner**

**Page 3 of 9**

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**AGREEMENT TERMS**

The initial term of the Agreement will be for (5) five years with an option to renew for (1) additional 5 year term, upon mutual agreement of all parties, for a maximum total of ten (10) years.

**EQUAL EMPLOYMENT OPPORTUNITY/U.S. FAIR LABOR STANDARDS ACT:** By signing this proposal, bidder certifies that bidder is in compliance with the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38USC4212, Section 503 - Rehabilitation act of 1973 Title I of the Americans with Disabilities Act of 1990 42USC12101, and that any and all goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

**TERMS AND CONDITIONS**

The following is the list of terms and conditions that will govern the contractual obligations of each party either from the issuance of a purchase order or completion of a signed Agreement. All Contractors will be expected to agree to these terms and conditions if they bid.

**Advertising:**

Contractor will not appropriate or make use of the University's name or other identifying marks or property in its advertising without prior written consent of the University's Office of Advancement and Communications.

**Assignment:**

Neither party may assign the Agreement or any rights, duties or obligations under the Agreement without the prior written consent of the other party.

**Audits:**

During performance of the Agreement and for a period of seven years after its completion, Contractor will maintain auditable records of all charges pertaining to the Agreement and will make such records available to University as University may reasonably require. All audits of Contractor by the University will be conducted in a manner that does not unreasonably interfere with the conduct of a Contractor's business. If any such audit discloses a deficiency, Contractor will promptly pay to the University any deficiency and, if the deficiency is material, the cost of the audit.

**Authority to Contract:**

Each party represents that it has the full power and authority to enter into the Agreement and to convey the rights herein conveyed.

**Compliance with Law and University Policies**

- Contractor hereby covenants and agrees that in the course of Contractor's performance of its duties hereunder, Contractor will comply with all applicable federal, state and local government laws, statutes, ordinances and regulations, and University policies and procedures.
- If professional licensing or certification constitutes a qualification for Contractor's performance under the Agreement, Contractor will make immediately available, at the University's request, a copy of said

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**I have read and understand the contents of this page**



**Bid No. 2013-07 For: Campus Debit Card Partner**

**Page 4 of 9**

certification or licensure.

- The Contractor warrants that it has complied with all federal, state and local laws regarding business permits and licenses of any kind.
- The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**Customer Service:**

- It is expected that all Contractors working with University associates maintain a professional and courteous nature and that phone calls and order confirmations be promptly returned.
- It is the desire of the University that a dedicated Customer Service Representative, or team thereof, be placed on the University account during regular business hours with e-mail capabilities.
- It is the Contractor's responsibility to communicate changes in representatives and coordinate introductions to key personnel at the University.

**Entire Agreement:**

The Agreement will supersede any and all agreements, both oral and written between the parties, and contains all of the covenants and agreements between the parties. Any modification of the Agreement will be effective only if it is in writing signed by the party to be charged.

**Ethical Conduct:**

It is expected that Contractors (awarded or not awarded the Agreement) will not undertake any actions that might interfere with, or be detrimental to, the contractual obligations of The University of North Alabama. The University reserves the right to take any and all actions deemed appropriate in response to unethical conduct by a Contractor. Such actions include, but are not limited to: establishing guidelines for campus visits by Contractor, and/or removal of a Contractor from University's supplier list.

**Governing Law:**

All questions relating to the validity, interpretation, performance or enforcement of the Agreement, and any claims arising from or related to the Agreement, will be governed by and construed in accordance with the laws of the state of Alabama, without regard to the principle of conflict of laws.

**Limitation of Liability:**

IN NO EVENT WILL THE UNIVERSITY BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF THE UNIVERSITY IS ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

**Termination:**

Both parties have the right to terminate this Agreement with or without cause at any time upon sixty (60) days written notice and without penalty.

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**Bid No. 2013-07 For: Campus Debit Card Partner**

**Page 5 of 9**

**UNIVERSITY OF NORTH ALABAMA**  
**VENDOR CERTIFICATION**  
**PURSUANT TO ACT NO 2006-557 and ACT NO 2012-491**

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVER INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES IN ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THEIR COMPLIANCE WITH ACT NO 2006-557. THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

ALABAMA LAW (SECTION 31-13-9 , CODE OF ALABAMA 1975: By signing a contract resulting from this proposal, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. For full compliance the Awarding contractor must provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

Bidder hereby certifies full compliance with Act No. 2006-557 and Act No. 2012-491:

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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**Bid No. 2013-07 For: Campus Debit Card Partner**

**Page 6 of 9**

**State of Alabama**  
**Disclosure Statement**  
(Required by Act 2001-955)

ENTITY COMPLETING FORM

Agreement Number

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of good or services previously provided, and the amount received for the provision of such goods or services.

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public

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**Page 7 of 9**

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officials/public employees work. (Attach additional sheets if necessary.)  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
**If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)**  
\_\_\_\_\_  
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\_\_\_\_\_  
**List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date Notary Expires

*Act 2001-995 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*

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**Bid No. 2013-07 For: Campus Debit Card Partner**

**Page 8 of 9**

**General Information:**

THE UNIVERSITY OF North Alabama (“University”/UNA) located in Florence, Alabama is accepting competitive sealed bids from qualified banking institutions or credit unions (must be FDIC or NCUA insured) to provide debit card transactional capabilities from a checking account using the existing University Campus ID Card, or Mane Card. The University Mane Card is used on campus to pay for student and staff meal plans, dining expenses, vending, and to make copies. It provides access to restricted areas on campus, event attendance, and library privileges. The campus processes will not change. The intent of this partnership is to allow users to open an account with the partnered financial institution using the UNA Mane Card as a debit card tied to their bank account for use on any expenditure in the local area, nationally or abroad. Currently there are approximately 6200 students and 750 employees who have access to use the benefits of a UNA Mane Card.

The information provided herein is intended to assist bidders to respond properly to this Invitation to Bid (“ITB”). This ITB provides interested bidders with sufficient information to submit a bid that meets minimum requirements.

**Best interest of Students:**

It is not the intent of the University through this bid process to restrict the choices of students, faculty or staff; only to provide convenience through a one card system while offering enhanced benefits to users. No commitment will be made by the University to guarantee customers. In addition University students should not be subject to additional fees or penalties by use of this debit card program. All programs associated with this partnership must be established with the best interest of University students as the primary goal.

**Scope of Bid:**

The University seeks to provide an increased level of service, education and convenience to students, faculty and staff members with a program that will provide the following financial services at a minimum:

- Fee free checking and savings accounts
- Overdraft protection
- Secure online banking services (e.g. balance reporting, bill payments, etc.)
- Banking services for international students
- Must be able to electronically accept transfers or refunds from University student accounts to authorized recipient debit card accounts
- Must be able to accept daily electronic direct deposit of University employee paychecks and other employee reimbursements to authorized recipients debit card account, if so desired Provide total supply of co-branded (University and the financial institution) magnetic stripe identification card (will consider contactless with magnetic stripe) which works with our current magnetic readers as well as demand deposit banking accounts (major branded ATM/debit card).
- Provide revenue to support the production of the ID cards on campus through the ID Office
- Financial educational sessions for the students, faculty and staff of the University
- Participation at various university held “Mane Card” sessions for any new or transferring student (undergraduate, graduate and international)

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**Bid No. 2013-07 For: Campus Debit Card Partner**

**Page 9 of 9**

**SPECIFICATIONS / REQUIREMENTS**

- ❖ The successful bidder's debit card services must either integrate with the University's financial systems (SCT Banner) or NuVision Networks CAMPUS ONE software; or the bidder must provide another convenient means of providing the desired service using the University Mane Card. Bidder must meet all Title IV (where applicable) and PCI standards.
- ❖ University intends to require a re-issuance of all Mane Cards to the existing population at the expense of the successful Contractor. Unless proposed otherwise by Bidder.
- ❖ The successful bidder must disclose any and all fees assessed to the card holder for use or non-use of the ID/Debit Card.
- ❖ University will control all aspects of the development and issuance of the Campus ID card. The ID card will be issued in real time from the University's card office.
- ❖ The University will not exchange any card holder data with the financial institution awarded this contract.
- ❖ The successful bidder will cover the expense of re-carding on campus to include cards, labor and equipment servicing.
- ❖ The University will maintain control over its name and logos for marketing purposes. All marketing must be approved by the Department of University Communications & Marketing prior to distribution. The successful financial partner's material and program for the University's market must be approved prior to distribution.
- ❖ If a transition is required at the end of the Agreement, the Contractor will not require the campus to re-issue cards regardless of any vendor logo remaining on the University Mane Card.

**Bid Response**

Qualified Bids must include:

- ✓ Details of proposal to provide the financial services listed under the Scope of Bid.
- ✓ Complete Bid Package with all pages acknowledged and signatures where required, Disclosure & E-Verify compliance.
- ✓ Evidence of FDIC or NCUA insurance
- ✓ Provide any details of experience with this type of program
- ✓ Outline of availability and full scope of services offered.

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