ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

IMPORTANT: RESPONSE TO RFP MUST BE RECEIVED BY December 15, 2015 @ 2:00 P.M. CST

Offeror must acknowledge receipt of this and any addendum as stated in the Request for Proposal.

The following questions have been received and answers are provided below and shall become part of the RFP.

Question: Do you have an implementation timeline identified and goals for the rollout?

Answer: March 2016—implementation of system; training of trainers.
Summer 2016—pilot features with a small number of programs; transition data from old system to new system.
Fall 2016—full rollout.

Question: Which activities are you planning to begin in March of 2016?

Answer: See above.

Question: Which programs do you intend or see using the system for;

1. Accreditation purposes
2. electronic portfolios
3. academic/strategic planning
4. Co-curricular credentialing (digital badges)
5. Curriculum mapping

Answer: Ideally, the new system will meet the needs of the campus as a whole. Those needs will vary; accreditation and strategic planning will apply to all units, but the other features above (2, 4, 5) will likely be used only by academic and student support departments if they choose to do so.
Question: How many students of the 37,000 and the 7000 staff/faculty do you see using the system over the first 1-5 year period of the agreement?

Answer: Students: In year 1, the student number might be 1,000. Some growth is likely to follow depending on which colleges and departments choose to adopt portfolios and/or badges.

Staff/faculty: Not all employees will use the system, but it should be available to all faculty and at least some members of every non-academic unit.

Question: How many students (if any) and faculty will be involved in the March 16 rollout?

Answer: The initial rollout will involve no students, and a limited number of faculty/staff (~10). Once trained, the latter group will conduct more extensive training/piloting in Summer 2016.

Question: Will there be other opportunities during the writing of the RFP that questions can be asked?

Answer: The deadline to submit questions in regards to this RFP is Monday, 11/16/15. If any further clarification is needed on the responses above that information will be provided if applicable.
REQUEST FOR PROPOSALS

T054374
Institutional Effectiveness Management System

ADDENDUM # 1

November 16, 2015

ATTENTION:  This is not an order. Read all instructions, terms and conditions carefully.

IMPORTANT: RESPONSE TO RFP MUST BE RECEIVED BY December 15, 2015 @ 2:00 P.M. CST

Offeror must acknowledge receipt of this and any addendum as stated in the Request for Proposal.

The following questions have been received and answers are provided below and shall become part of the RFP.

Question: Is there an existing system for Institutional Effectiveness Management at the University of Alabama? Name of current system.

Answer: Yes. The name of the current system is WEAVEonline.

Question: If there is an existing system, will they be allowed to bid?

Answer: Any respondents capable of meeting the specifications for this RFP are encouraged to bid.

Question: Data conversion/migration (Intent & Scope). In what format is the data currently (e.g. Word, PDF, etc.)? Amount of data that needs to be converted/migrated (# plans, results etc.)?

Answer: The data can be exported as Word or PDF files. There are approximately 300 units who have been putting their annual reports (plans + results) into the system for 4 years.

Question: End-user training. Is there a preferred format? (e.g. webinar, onsite). Desired frequency?

Answer: Yes, we would like to do an initial on-site “train the trainer” module with approximately 10 people who will then work to train all assessment coordinators. There may be occasional demand for follow-up webinars.
Request for Proposal- T054374

Proposal Due Date – December 15, 2015

Institutional Effectiveness Management System
ATTENTION: This is not an order. Read all instructions and terms and conditions carefully.

Invitation No.: T054374

Issue Date: November 2, 2015

Title: Institutional Effectiveness Management System

Buyer: Melinda Wallace

Phone: (205)348-5019

Email: mwallace@fa.ua.edu

Proposal Responses may NOT be faxed or emailed.

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY December 15, 2015 @ 2:00 P.M. CST TIME**

Proposal number and opening date must be clearly marked on the outside of all proposal packages.

1. Pursuant to the provisions of the State of Alabama Competitive Bid Law, Section 41-16-20 and/or 39-2, rules and regulations adopted thereunder, sealed bids will be received on the items noted herein by The University of Alabama Purchasing Department until the date and time stated above. In accordance with Alabama State Bid Law Section 41-16-27, where applicable, the University reserves the right to enter into negotiations within thirty (30) days of the proposal opening.

2. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama, this information must be included in your solicitation response. Failure to disclose this information in your response may result in the elimination of your proposal from evaluation.

3. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama; and you or your firm is awarded a contract as a result of this solicitation, then within ten (10) days after the contract is entered into, you agree to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the University furnish evidence of such filing.

4. By accepting payments agreed to in any purchase order resulting from this proposal, Contractor certifies that to its knowledge no University employees or officials, and no family members of a University employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to the University on the Disclosure Statement of Relationship Between Contractors/Grantees and Employees/Officials of The University of Alabama.

5. Pursuant to the provisions of the State of Alabama Competitive Bid Law, Section 41-16-20 and/or 39-2, rules and regulations adopted thereunder, sealed bids will be received on the items noted herein by The University of Alabama Purchasing Department until the date and time stated above. In accordance with Alabama State Bid Law Section 41-16-27, where applicable, the University reserves the right to enter into negotiations within thirty (30) days of the proposal opening.

6. The University's General Terms and Conditions and Instructions to Bidders, viewable at http://www.purchasing.ua.edu/purchbidinfo.html, apply to this Solicitation and shall become a part of any contract issued hereunder.

7. For purposes of this Solicitation, the Solicitation documents shall consist of the following components:
   a) Request for Proposal and any Addenda;
   b) General Terms and Conditions;
   c) Instructions to Bidders

   In the event that any provision of the component parts of the Solicitation conflicts with any provision of any other component parts, the component part first enumerated shall govern.

8. This Agreement and any disputes hereunder shall be governed by the laws of the State of Alabama without regard to conflict of law principles.

CERTIFICATION PURSUANT TO ACT NO. 2006-557

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 delivery 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 a response to this solicitation, the bidder is hereby certifying that they are in full 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 University of Alabama may declare the contract void if the certification is false.

DISCLOSURE STATEMENT

1. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama, this information must be included in your solicitation response.

2. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama; and you or your firm is awarded a contract as a result of this solicitation, then within ten (10) days after the contract is entered into, you agree to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the University furnish evidence of such filing.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided in Code of Alabama 6-5-180 that

1. In accordance with Code of Alabama Section 41-16-25, amended 1975 that the attached response has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;

2. The contents of the proposal or proposals have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the proposal or proposals and will not be communicated to any such person prior to the official opening of the proposal or proposals;

3. The bidder is legally entitled to enter into contracts with The University of Alabama and is not in violation of any prohibited conflict of interest, including those prohibited by the Code of Alabama 13A-10-62, as amended 1975.

4. I have fully informed myself regarding the accuracy of the statement made above.

THIS AREA MUST BE COMPLETED

Delivery After Receipt of Order: Name of Company: Phone:

Federal Employer ID No.: Address: Fax:

Payment Terms: Address: E-Mail:

Shipping Terms: City, State & Zip Code: Date:

Quote Valid Until: Signature: Typed/Printed Name of Signor

Signature Required: This proposal cannot be considered valid unless signed and dated by an authorized agent of the Offeror. Type or print the information requested in the spaces provided.
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6.6 Criteria 2 – Products/Services Defined
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7.0 PROPOSAL EVALUATION PROCESS AND AWARD

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Appendix – Insurance Requirements
Appendix – FERPA Compliance
Appendix – Child Protection Addendum to Contract
Appendix – Non-disclosure Agreement
Appendix – State of Alabama Immigration Compliance Law
Appendix – Certification of Compliance with Immigration Law
Appendix – E-Verify
Appendix – Disclosure Statement
1.0 INTENT AND SCOPE

The University of Alabama is seeking sealed proposals for an Institutional Effectiveness Management System as per attached general and technical specifications.

The system must facilitate the University’s various processes of continuous quality improvement to include planning and evaluation at all levels and in all areas, academic program review, specialized and regional accreditation, assessment of student learning outcomes, evaluation of non-academic programming, and annual reporting. The system must be accessible by users via a web application with tiered access levels and authentication requirements to allow for secured access by various parties on campus.

While some of the software may be downloaded from a remote location, the actual software installation must take place on the University campus by the contractor, unless a SaaS is chosen. Training of University technical and functional system administrators on the system installed must be conducted by the contractor on the University campus during the installation of the system. Proposals must detail the amount of training, number of UA staff to be trained, a training syllabus, and technical qualifications of contractor’s trainers. End-user training is equally important. Proposals must include end-user training options for the University community to be conducted upon completion of the installation.

Pricing should include the cost of licensing and maintaining all software modules required to operate the system. It is anticipated that Bidders will propose turnkey systems which include software, related implementation services, data conversion/migration, and support. All Proposals submitted should include details concerning their implementation schedule and realistic completion dates for milestones in the process. This RFP does not include the cost of hardware, but Proposals should include recommended hardware specifications for optimal operation of the solution. The system selected may reside on dedicated servers owned by and maintained by the University; however, software as a service (SaaS) Proposals will also be considered.

The University of Alabama expects to begin implantation in March 2016 and intends to issue a multi-year contract to one (1) qualified contractor.

The general and technical specifications, together with the related information, drawings and any addenda, comprise the requirements for this project. Contractor must begin providing the services on the date stated in the Special Conditions and the execution of a contract or purchase order.

University departments may use various methods to order products or services in which case, the Contractor is expected to accommodate any such requirements including, hard copy purchase orders, procurement card orders and electronic commerce.

Any contract resulting from this request will be made available to other eligible entities. This may include but is not limited to; The University of Alabama System, comprised of The University of Alabama; The UAB Enterprise, consisting of The University of Alabama at Birmingham, the UAB Health System and their related foundations and affiliates, and The University of Alabama in Huntsville, Huntsville, AL; and other state entities. Contracts resulting from the award of this request cover shipments by any entity listed above. Each entity will generate its own purchase orders, payments, etc. and delivery must be made according to the instructions on the purchase order.

The thrust of the contract is to obtain greater volume price discounts by combining the volume of purchases from participating entities within the State of Alabama.
2.0 INFORMATION AND EXPECTATIONS

The University of Alabama, the State of Alabama’s oldest public university located in Tuscaloosa, is a senior comprehensive doctoral level institution. The University was established by constitutional provision under statutory mandates and authorizations. Its mission is to advance the intellectual and social condition of the State through quality programs of teaching, research, and service. As one of the major residential campuses in the State, the University enhances the academic and personal growth of its approximately 37,000 students and workforce of 6,000 through its on-campus environment. The University’s research, creative activities, and instructional programs form a foundation for extensive service activities, establishing a number of partnerships with business, non-profit organizations, and government through applications of new knowledge. These relationships often extend beyond the bounds of the State as the University assists developmental efforts at regional, national, and international levels.

The University maintains a philosophy of excellence in all of its programs. The University expects its Contractors to provide and adhere to the same standard of excellence and the services provided must be reflective of this quality. The University expects the Contractor to provide the customer service, time, resources and personnel necessary to provide excellent services.

The University’s enterprise administrative system for student, financial and human resources is Ellucian Banner 8.4. The University also has systems developed in house for faculty credentialing, faculty activity reporting, and syllabi management. Additional databases may exist containing data necessary for accreditation review. The chosen solution must provide a utility to import data from these systems and export data from this system to others.
3.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Alabama prior to the receipt of Proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.

The terms "offer" or "proposal" means the Respondent(s) response to this Request for Proposal.

The term "Respondent" means a person, company, corporation or other the entity group submitting a proposal.

The term “Contract” shall mean the contract awarded to a Contractor pursuant to this Solicitation.

The term "Contractor" means the entity receiving a contract award.

The term “May” indicates something that is not mandatory, but permissible/desirable

The terms “Shall, Must, or Will” indicates a mandatory requirement(s) that must be addressed. Failure to address these mandatory requirements may result in rejection of your proposal as non-responsive. However, the University reserves the right to request additional information, but is not required to do so.

The term “Should” indicates something that is recommended, but not mandatory. If the Respondent fails to provide recommended information, the University may, at its sole option, ask the Respondent to provide information or evaluate the proposal without the information.

The term “Manufacturer” indicates an entity which makes the products from raw materials outlined in this RFP, all of its agents and employees

The term “Days”: All days specified are based on calendar days, unless otherwise noted.


The term "Purchasing" means The University of Alabama, Purchasing Department, Room 1101 Jackson Ave, Suite 3000, South Lawn Office Building, Tuscaloosa, AL 35401.

The term "Purchasing Officer" means The University of Alabama’s appointed contracting representative.

The term "Responsible Respondent" means a Respondent who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance.

The term "solicitation" means Request for Proposal (RFP).

The term "University" means The University of Alabama.

The term “Premises” means University facilities located in Tuscaloosa, AL.

The term “Facilities” means existing University real properties and any improvements thereon or those acquired after award of the RFP.
4.0 GENERAL SPECIFICATIONS

4.1 Contract Term

Pricing for this contract shall be firm for the contract option that is awarded by the University. The University is requesting pricing proposals for an Institutional Effectiveness Management System. There are two time period options for which pricing are requested: one (1) year and five (5) years.

Respondents may propose all or part of the options requested. However, all costs associated with the options shall be included in the proposal. The University will choose the option that is the most advantageous for the University. Failure to do so may eliminate your response from consideration in the RFP evaluation and award.

   o Option 1 - period of one year (12 months)
   If the one (1) year option is awarded, the pricing shall be firm for twelve months with the option for renewal. Upon mutual agreement between the successful contractor and The University of Alabama, this contract may be renewed for ten (10) additional twelve-month periods at the original bid price quoted for the renewal year. All other terms, conditions, delivery, etc. will remain the same as the original bid. The successful contractor should furnish the written agreement to The University of Alabama sixty days prior to the renewal year.

   o Option 2 – period of five years (60 months)
   If the five (5) year option is awarded, the pricing shall be firm for five years with the option for renewal. Upon mutual agreement between the successful contractor and The University of Alabama, this contract may be renewed for one (1) additional five (5) year period at the original bid price quoted for the renewal year. All other terms, conditions, delivery, etc. will remain the same as the original bid. The successful contractor should furnish the written agreement to The University of Alabama sixty days prior to the renewal year.

   o Option 3 – alternate plan proposed by your company commencing on the effective date shown in Section 4.2 below.

4.2 Effective Date

The effective date of the contract shall be March 1, 2016 or the date upon which the Parties execute the contract and all appropriate approvals have been received whichever is later.

4.3 Entire Contract

The issuance of a University Purchase Order (P#) or a signed Contract document is required to constitute a contract between the successful Respondent and the University which shall bind the successful Respondent to furnish and deliver the commodities ordered at the prices, terms and conditions quoted and in accordance with the specifications of this Solicitation as well as the terms and conditions of the University’s Purchase Order or Contract. No shipments are to be made to The University of Alabama without the issuance of a Purchase Order (P#). (Respondents are not to accept or ship items against a requisition number “R” #.)

The terms and conditions included in this Solicitation along with any addenda, any University contract and/or University purchase order(s) issued referencing this Solicitation, the University’s General Terms and Conditions, Instructions to Bidders shall constitute the entire and exclusive Contract between the University and the successful Respondent.
4.4 Technical Specifications - Required

For this section, indicate below whether or not your system meets these requirements, either Fully, Partially, or Does Not Comply. Further information to document and detail your response should be included within this Section in the order each Requirement is stated. Respondent must meet or exceed all the requirements below to be considered in the RFP award process.

Any services the successful contractor or department would like to have added to the contract must be approved by the Procurement Department. Unless noted otherwise, the discount/pricing structure shall be the same on new or replacement products as established by the RFP. The University shall receive at least thirty (30) days notice prior to the introduction of new or replacement products and the discontinuance of those included in this RFP.

1. Web interface compatible with major browsers including, but not limited to: Internet Explorer, Safari, Firefox and Chrome.
   Complies Fully______  Complies Partially______   Does Not Comply______

2. Utility to import data from other systems (Banner, Blackboard Learn, etc.) and export data to other systems to allow for system integration in order to alleviate duplication of data entry.
   Complies Fully______  Complies Partially______   Does Not Comply______

3. Ability to easily and quickly move data elements from one location within the system to another to alleviate duplication of data entry, e.g., moving or copying some or all outcomes from one unit to another.
   Complies Fully______  Complies Partially______   Does Not Comply______

4. Ability to function as a dashboard (to monitor reporting activity/progress across units) and summarize information/results within a parent unit (e.g., college or department).
   Complies Fully______  Complies Partially______   Does Not Comply______

5. Ability to support program review process through customizable report templates and entry of pertinent information.
   Complies Fully______  Complies Partially______   Does Not Comply______

6. A robust reporting tool with the ability to customize reports (i.e., user can specify which components/elements are included in a report template).
   Complies Fully______  Complies Partially______   Does Not Comply______

7. Ability to aggregate/disaggregate data, conduct statistical analyses (e.g., means and standard deviations; correlations), and export data in a form compatible with Excel, SPSS, etc.
   Complies Fully______  Complies Partially______   Does Not Comply______

8. Ability to display graphs that are (a) imported to the system, or (b) created within the system using entered data/statistics.
   Complies Fully______  Complies Partially______   Does Not Comply______

9. Ability to build and apply rubrics (i.e., raters can be assigned work samples, view work samples, and rate work samples within system) and analyze/export the resulting data.
   Complies Fully______  Complies Partially______   Does Not Comply______
10. Ability to conduct meta-assessment activities (i.e., reviewers can review and provide ratings/feedback on departmental assessment reports within system) and generate meta-assessment reports for individual units.

Complies Fully______  Complies Partially______  Does Not Comply______

11. ADA and Section 508 compliance for individuals with disabilities. Any web-based tools, services, or information should meet UA’s web accessibility guidelines, which follow the World Wide Web Consortium Web Content Accessibility Guidelines, Level 2.0 AA.

Complies Fully______  Complies Partially______  Does Not Comply______

12. Customizable handling of institutional structure to provide views of interrelationships within institutional and unit levels.

Complies Fully______  Complies Partially______  Does Not Comply______

13. Search capabilities:
   a) The ability to perform “full text” or keyword searches
   b) The ability to do searches for a range of values (e.g. 1/1/09-5/30/09).
   c) The ability to do partial lookup (e.g. “contains”, “starts with”).

Complies Fully______  Complies Partially______  Does Not Comply______

14. Ability to upload files for supporting documentation (e.g., curriculum map, spreadsheet, survey results) and link to pertinent element(s).

Complies Fully______  Complies Partially______  Does Not Comply______

15. Ability to tag General Education courses and relationship across all units/departments.

Complies Fully______  Complies Partially______  Does Not Comply______

16. Ability to handle multiple assessments of the same outcome.

Complies Fully______  Complies Partially______  Does Not Comply______

17. Ability to handle multiple reporting cycles/deadlines separately (e.g., academic versus fiscal).

Complies Fully______  Complies Partially______  Does Not Comply______

18. Proposal must include a detailed listing of all hardware, software, peripherals, licenses and other items the University must have in order to implement the system you are proposing. Please provide configurations of all servers required for this system.

Complies Fully______  Complies Partially______  Does Not Comply______

19. If proposing a hosted solution, please provide details of the hosted environment as described above.

Complies Fully______  Complies Partially______  Does Not Comply______

20. If applicable to your solution, please indicate how your solution may address the following additional features of interest:
   a) Electronic portfolios
   b) Specialized/regional accreditation
   c) Academic/strategic planning
   d) Curriculum mapping
   e) Co-curricular credentialing (digital badges)
Multimedia files (e.g., recorded presentations uploaded to system to be viewed and rated by users)

4.5 **Financial Specifications**

1. It is the Respondent's responsibility to verify any information, measurements and obtain any clarifications prior to submitting the bid response. The University is not liable for any errors or misinterpretations made by the Respondent in response to this Solicitation.

2. The quoted price involving equipment must include all necessary accessories to make a complete functioning unit unless specifically stated in the Solicitation.

3. Quoted price must include all costs necessary for the production of the specified products including shipping and handling, installation, training and implementation, when applicable.

4. Quoted price must include all travel expense associated with the products and services required by this RFP.

5. Pricing should include the cost of licensing and maintaining all software modules required to operate the system.

6. Provide pricing for each module separately. For each module, provide pricing for licensing and support for each contract term option for the following:

   - Implementation and Consulting Services
     - Consulting to include custom system design
     - Any anticipated system modifications
     - System manuals and documentation
     - Travel and living expenses
5.0 PROPOSAL GENERAL REQUIREMENTS

5.1 Key Event Dates

Although subject to change, the University expects to adhere to the following time and event schedule relative to this RFP Process.

- November 2, 2015: Request for Proposal Issued
- November 16, 2015: Deadline to Submit Questions
- December 15, 2015: Proposals Due
- March 2016: Begin Implementation

*Dates are approximate

5.2 Issuing Department

The Purchasing Department at the University of Alabama is the issuing department for this RFP and all subsequent addenda relating to it. The reference number for the Proposal is defined on the Purchasing Department RFP cover sheet. This number must be referenced on all proposals, correspondence, and documentation relating to RFP inquiries.

5.3 Respondent Communication

To insure that RFP documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) is directed to the appropriate persons within the Respondent’s firm, each Respondent who intends to participate in this RFP is to provide the following information to the Purchasing Officer. Prompt, thorough compliance is in the best interest of the Respondent. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the Respondent. Without the prompt information, any communication shortfall shall reside with the Respondent.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Additional contact persons with same information provided as primary contact

This contact information, intent to propose and questions may be transmitted via fax or e-mail to:

Melinda Wallace          Melinda Wallace
Purchasing Department      Purchasing Department
The University of Alabama     The University of Alabama
Box 870130 Or 1101 Jackson Ave Suite 3000
Tuscaloosa, AL 35487-0130   Tuscaloosa, AL 35401
Phone: (205) 348-5019
Fax: (205) 348-8706
E-mail: mwallace@fa.ua.edu

All communication with the University regarding this RFP shall only be directed to the University Purchasing Officer listed above.
5.4 Preparation of Offers

Respondent is expected to follow all specifications, terms, conditions, and instructions in this Request for Proposal.

Respondent will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the Respondent’s capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be submitted in a single volume except as otherwise specified.

An electronic version of University’s General Terms and Conditions and Instructions to Respondents are available through The University of Alabama Purchasing website:

https://finance-estus.fa.ua.edu/financepub/procpub/Purchasing/General_Terms_and_Conditions.pdf
https://finance-estus.fa.ua.edu/financepub/procpub/Purchasing/instructions-to-bidders.pdf

In the event of any conflict between any provision of this RFP and any provision of the above referenced General Terms and Conditions and Instructions to Bidders, the provisions of this RFP will control and shall be contracting and binding on the parties.

5.5 Proposed Deviations from the Request for Proposal

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations there from must be specifically defined in accordance with the Transmittal Letter, Section 6.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Respondents shall not submit their standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.
5.6 Proposal Submission and Deadline

Respondent must provide three (3) printed copies and one (1) electronic copy on a jump/thumb drive of each proposal in a sealed cover, prior to 2:00 P.M. CST on date as specified in Section 5.1 Key Event Dates and addressed to the Purchasing Officer as listed Section 5.3 Respondent Communication. The Purchasing Department accepts deliveries Monday – Friday, 8:00 AM – 4:45 PM.

Respondents must retain a copy of their proposal for their records and use.

Note: Each Respondent is solely responsible for the timely delivery of its proposal. Proposals shall be submitted by mail, courier or delivered in person to the address indicated on the RFP signature page prior to the closing time set for receipt of offers. Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or emails are not acceptable.

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show the closing time and date specified, the solicitation number, and the name and address of the Respondent on the face of the envelope.

Due to imaging requirements, responses and additional data must not be permanently bound. Proposals may be stapled, in folders, three-ring binders or clipped. No shiny or slick paper.

5.7 Addenda

Any addenda or instructions issued by the Purchasing Department prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

5.8 Financial Statements

If requested by the University, a copy of Respondent's audited financial statement for the previous accounting year shall be sent by overnight delivery to the requesting Purchasing Officer within seventy-two (72) hours of request. If respondent wishes information returned, please make a note of this and include a postage paid envelope to accomplish this.

Confidential/proprietary information such as company's financial statements must be placed in a separate envelope and marked confidential. This information can only be kept confidential "to the extent permitted by law". Co-mingling of confidential/proprietary information is NOT acceptable. The response is not confidential and is a matter of public record. Neither a proposal response in its entirety, nor proposed pricing will be considered confidential/ proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

5.9 Respondent Presentations

All Respondents whose proposals are judged acceptable for award may be required to make a Respondent presentation/demonstration to the evaluation committee prior to the award of RFP. Selected respondent(s) shall be given a script and/or instructions for the presentation in order to provide the evaluation team further insight regarding their proposal and to clarify any issues. Failure of a Respondent to conduct a demonstration/presentation on the date scheduled may result in rejection of the Respondent’s proposal. In addition, the University may decide to make site visits, as needed, during the evaluation process which shall be coordinated with the respective Respondent.

5.10 Disclosure of Respondent’s Response

The Request for Proposal specifies the format, required information, and general content of proposals submitted in response to this RFP. The Purchasing Department will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Department, the University’s administrative staff, representatives of the State or Federal Government, if required, and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use, or disclose all Proposal data submitted by Respondents in response to this RFP as a matter of public record.

Any submitted proposal shall remain a valid proposal for six (6) months after the proposal due date.
The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

5.11 Restrictions on Communications with University Staff

From the issue date of this Solicitation until a Contractor is selected and a contract award is made, Respondents are not allowed to communicate about the subject of the RFP with any University administrator faculty, staff, or members of the Board of Trustees except:

- The Purchasing Department representative, any University Purchasing Officer representing the University administration, or others authorized in writing by the Purchasing Office and
- University Representatives during Respondent presentations.

If violation of this provision occurs, the University reserves the right to reject the Respondent’s response to this Solicitation.

5.12 Cost of Preparing Proposal

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the Respondents. The University of Alabama will provide no reimbursement for such costs.

5.13 Disposition of Proposals

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference. All proposals are subject to an open records request.

5.14 Alternate Proposals

Respondents may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

5.15 Oral Representation and Past Practice

Respondents should not base any portion of their proposal on any oral representations or actual/perceived past practices not specifically identified within this RFP or subsequent official addenda.

5.16 Section Titles in the RFP

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

5.17 No Contingent Fees

No person or selling agency shall be employed, retained, or given anything of monetary value to solicit or secure this contract, except bona fide employees of the Respondent or bona fide established commercial or selling agencies maintained by the Respondent for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

5.18 Proposals Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University Purchasing Department, signed by the Respondent.
Unless requested by the University, the University will not accept revisions, or alterations to proposals after the proposal due date.

5.19 **Errors/Omissions**

The University of Alabama is not liable for any errors, omissions or misinterpretations in responding to the RFP.

5.20 **Contractor Cooperation in Related Efforts**

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The Contractor shall fully cooperate with such other Contractors and University employees and carefully fit its work to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or by University employees. This clause shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The University shall equitably enforce this clause to all Contractors, to prevent the imposition of unreasonable burdens on any Contractor.

5.21 **Entire Agreement**

The Request for Proposal (RFP) and any subsequent addenda issued by the Purchasing Department shall be incorporated into any resulting Contract. The resulting contract, including the RFP and those portions of the Respondent’s response accepted by the University shall be the entire agreement between the parties.

5.22 **Governing Law**

Contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, the State of Alabama, and all other local governments, public authorities, boards or offices relating to products and/or services provided, the Property or the improvements upon same, or the use thereof, and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The Contract shall be governed by Alabama law without regard to its conflict of law provisions.

The University does not consent to binding arbitration. Exclusive jurisdiction and venue of any claims which are not barred by immunity, nor required to be filed before the State Board of Adjustment, shall lie in the United States District Court for the Northern District of Alabama, Western Division (Tuscaloosa), or the Circuit Court of Tuscaloosa County, Alabama.

5.23 **Taxes**

Contractor shall bill and collect sales taxes, if applicable, on all services for which Contractor collects revenue from customers.

Contractor shall be responsible for its city, state or federal income taxes including any tax burdens or benefits arising from its operations hereunder. This provision shall survive termination of the Agreement.

5.24 **Reports and Auditing**

The University or the University’s designated representative shall have the right to conduct quality audits of Contractor operations throughout the term of this contract. The results of said quality audit shall be shared with Contractor and used for setting operating and financial goals.

Contractor providing financial services under any Contract shall maintain accurate accounting records for all services provided there under, and shall retain all such records for a period of at least seven (7) years following termination of the Contract. Upon providing a ten (10) calendar day notice and during normal business hours the University, or any of its duly authorized representatives, shall have access to and the right to audit any records or documents pertaining to the Contract. It is expected that a room with a table and chairs along with requested records will be made available to the auditors. The University of Alabama will not be responsible for any expenses you incur as a result of such audit. The University’s audit rights shall extend throughout the term of the Contract and for a period of at least seven (7) years thereafter.
Contractor shall submit (if requested) operating statements to the University for each Accounting Period and maintain books and records in accordance with generally accepted accounting principles.

5.25 Termination for Convenience

The University of Alabama, Purchasing Department, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the Contractor of “notice of termination”, the Contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to “notice of termination” and a fixed fee contract will be pro-rated (as appropriate).

5.26 Prime Contractor Responsibility

Any contracts that may result from the RFP shall specify that the Contractor or Contractors is (are) solely responsible for fulfillment of the contract with the University.

5.27 Assignment

Contractor(s) shall not assign the contract in whole or in part without the prior written consent of the University. Any attempted assignment shall be void.

5.28 Premises, Equipment and Maintenance

Premises and Equipment

Contractor shall take reasonable and proper care of any Premises and equipment furnished to the Contractor by the University and return them to University at termination of the Agreement.

Any modifications to the existing Premises must receive written authorization from the Assistant Vice President for Construction and be in compliance with all applicable State and Federal codes as well as University policies.

Condition of Premises and Equipment

Premises and equipment provided by University for Contractor use shall be in good condition and maintained by University to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). University agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of University and shall be at the University’s expense. This provision shall survive the termination of this Agreement.

Utilities, Sanitation and Janitorial Service

The responsibilities of the parties with respect to the usual and customary cleaning and sanitation of the Premises shall be as follows:

Contractor’s Responsibilities:

Contractor shall be responsible for housekeeping and sanitation for Premises. When Contractor provide services in non-Premise locations, Contractor shall be responsible for cleanup of service areas. During operating hours, Contractor shall continuously clean area as per standard health sanitation requirements.

University’s Responsibilities:

University will provide electricity, phone lines, internet service connection to contractors own private provider network, gas, sewer, water, and trash removal for Premises. University will not be held responsible for any disruption of utility services beyond University’s control, including but not limited to, Acts of God, accidents, or repairs. University shall be responsible for housekeeping and sanitation in customer traffic areas and the cleaning of all floors, windows, walls, ceilings, ceiling fixtures, drapes, fixtures, air ducts and hood vent systems (per local ordinance). University shall provide and maintain adequate fire extinguishing equipment for the Premises, and pest control. University shall be responsible for any costs involved in setting up and cleaning the Premises for functions not managed by Contractor.
Maintenance of Premises and Equipment

University shall provide maintenance personnel and outside maintenance services, parts and supplies required to maintain the Premises and University-owned equipment at the University's expense. Equipment repairs by vendor other than the Contractor require a purchase order, in advance of the repair. Repairs over $15,000 are subject to the State of Alabama bid law. When any maintenance or repair is due to Contractor or Contractor's employee negligence, University shall bill Contractor for the expense.

5.29 Employees

Personnel Obligations

Each party hereto shall be solely responsible for all personnel actions regarding employees on its respective payroll. Each party shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and workers' compensation costs and shall file all required documents and forms.

Background checks/drug testing

Contractor shall conduct a thorough background check on all employees providing service to the University, which shall include drug testing.

Employee Conduct

Contractor employees must conduct themselves at all times in a pleasant, courteous manner toward the public, providing excellent customer service. Operations shall be conducted in an orderly and proper manner so as not to annoy, disturb, or be offensive to others.

Contractor and its employees will comply with all applicable ethical standards.

Contractor Personnel Responsibilities

Contractor shall be responsible for the acts of its employees and agents while performing services for The University of Alabama. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property while on the University’s premises. Contractor shall be responsible for all damages to persons or property on and off campus caused solely or partially by the Contractor or any of its agents or employees. The University may choose to repair any damage that it or its employees or agents may cause to the University's premises or equipment.

When the University makes a repair to such damage, the Contractor shall reimburse the University promptly for the cost of the repair.

Contractor must provide The University of Alabama with a written procedure on how the Contractor handles personnel complaints. The Contractor's supervisors upon notification by The University of Alabama will handle any complaint, deemed by The University of Alabama to be of serious nature. Contractor's supervisors will provide a written response of the outcome of the complaint to The University of Alabama within a reasonable amount of time.

The University shall have the right to review and advise Contractor, in writing, regarding the employment and retention of Contractor's personnel for the implementation of this Agreement. The Contractor acknowledges that it has sufficient personnel to transfer to the University on an as-needed basis to fulfill the obligations of this agreement. Notwithstanding the above, the University may submit written requests to remove or reassign personnel for good cause and Contractor shall comply. As well, Contractor must have standard documented disciplinary procedure.

5.30 Customer Surveys after Contract Award

The University prior to survey administration shall approve all customer survey instruments and collection
processes. Survey results shall be shared in writing with the University along with the survey instrument and data collection process. Contractor shall conduct customer surveys at least one time each academic year.

5.31 Advertisement of Service

Contractor will be responsible for advertising products and/or services to the University campus. Advertisement must be reviewed by the University Purchasing Department and approved prior to distribution (paper or electronic). All costs will be at the Contractor's expense.

5.32 Parking

Contractor’s full-time and part-time staff members will be required to purchase a faculty and staff parking permit. Permits are available through Transportation Services located in Student Services Center, Room 103, Monday – Friday, 7:45 a.m. until 4:30 p.m.

5.33 Patents, Copyrights and Trademarks

Contractor shall protect the University from all damages or liability arising from alleged infringements of patents, copyrights or trademarks.

5.34 University Visual Identity

Contractor must adhere to all University of Alabama Visual Identity Guide. University Visual Guide is maintained by the University Public Relations Department and can be viewed at http://visualid.ua.edu/.

5.35 Internal Campus Supplier License

Any contractor providing products to the University that include a University logo or insignia must obtain an Internal Campus Supplier License from The Collegiate Licensing Company. For information regarding how to obtain an Internal Campus Supplier License, please go to the University of Alabama Licensing Division website: http://www.rolltide.com/licensing/home.html.

5.36 Availability of Funds

All terms and conditions of the contract are contingent upon the availability of funds and the University reserves the right to increase or decrease service as conditions and availability of funds dictate.

5.37 Non-Exclusive Contract

The contract resulting from this RFP is a non-exclusive and contractor acknowledges that nothing in this contract shall prohibit the University from entering into contracts similar to this one for other areas of the University.

5.38 Insurance

See Appendix - Insurance Requirements

The successful Respondent shall provide the University Purchasing Department a certificate of insurance listing the required types of insurance and minimum liabilities specified in the Appendix - Insurance Requirements.

The certificate must be received by The University of Alabama Purchasing Department within three (3) days of request and prior to a purchase order or contract being issued.

The University reserves the right to terminate any resulting contract, if the Respondent fails to keep these policies in force for the above amounts or for the duration of the contract period.

The umbrella policy must be listed on the insurance certificate with an explanation of the coverage.
5.39 **FERPA Compliance**

The Contractor agrees to the attached FERPA and Privacy Provisions, the terms of which are incorporated herein by reference and are applicable to student records covered under FERPA, including but not limited to information maintained in vendor’s system. All employees and/or contractors of Vendor with access or exposure to student data shall comply with the terms of the FERPA and Privacy Provisions. Vendor agrees to notify UA in a timely manner of security-related risks if discovered in its software, of interim remediation, and of timely patches. See **APPENDIX – FERPA AND PRIVACY PROVISIONS**

5.40 **Child Protection Policy**

In order to ensure the safety and well-being of children, vendors and their employees, representatives or volunteers that contract for use of University facilities, with responsibilities that involve interaction with children must carefully review and abide by the following policy regarding abuse. The attached form (**Appendix – Child Protection Addendum To Contract**) must be completed and signed prior to award of this contract.

5.41 **Non-disclosure Agreement**

The successful contractor will be required to sign a non-disclosure agreement (to be completed after award of RFP). See **Appendix – Non Disclosure Agreement**

5.42 **State Of Alabama Immigration Law Compliance**

Contractor must provide written certification they are in compliance with Section 9 of the Immigration Law (Act 2011-535) by submitting 1) the Certification of Compliance or 2) successful bidder’s one-page E-verify Employment Eligibility Verification form.
6.0 PROPOSAL FORMAT AND CONTENT

6.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Respondents should read it carefully and address it completely and in the order listed to facilitate the University’s review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that Respondents use the same numbers for the following content as are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form.
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 – Respondent Qualifications
- Criteria 2 – Services Defined
- Criteria 3 – Financial Proposal
- Criteria 4 – Evidence of Successful Performance and Implementation Schedule
- Criteria 5 – Other Additional Information
- Criteria 6 – Attachments to be included with proposal
- Appendix – Insurance Requirements
- Appendix – FERPA and Privacy
- Appendix – Child Protection Addendum to Contract
- Appendix – Non-Disclosure Agreement
- Appendix – Certification of Compliance with Immigration Law
- Appendix – E-Verify
- Appendix – Disclosure Statement

Please note: All Appendices require a response as specified in each. All Attachments are for informational purposes only.

6.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

Respondent shall sign and return the proposal cover sheet and print or type her/his name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the Purchasing Department. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that, the signer is authorized to bind the principal Respondent.

6.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Respondent. It shall include:

1. A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the Respondent. If no addenda have been received, a statement to that effect should be included.

2. A statement that the Respondent’s proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

3. A statement that the Respondent will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

4. A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
5. A statement that identifies the Confidential Information such as Financial Statements

6. A statement of compliance with all requirements of the RFP specifications

7. Provide a copy of your software EULA, if applicable.

Note: Respondents shall not submit your standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.

6.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

6.5 Criteria 1 - Respondent Qualifications

The purpose of the Respondent Qualifications section is to determine the ability of the Respondent to perform the requirements of this Request for Proposal. Respondents must describe and offer evidence of their ability to meet each of the qualifications listed below.

1. Respondent must provide, in writing, a statement that the Respondent has been regularly and continually engaged in business for a minimum three (3) years engaging in furnishing, delivering, servicing, repairing and installing, or services required in this Solicitation.

2. In lieu of the minimum number of years in business, a performance bond may be submitted in the amount of one hundred (100 %) percent of the Contract price, if required. This bond will be used to secure the completion of the project should the successful Respondent default for any reason. Each Respondent required to provide a bond, shall submit a letter from a bonding agent licensed to do business in the State of Alabama stating that if the bidding company is the successful Respondent, said bonding agent will furnish a 100% performance and payment bond covering and including products and service for the duration of the Contract period. Said bond shall be subject to the approval and acceptance of The University of Alabama. The bond must be furnished to the University Purchasing Department within forty-eight (48) hours after receipt of the purchase order. The premium of the bond shall be paid by the successful Respondent. Failure to provide the bond letter or bond may eliminate your bid from consideration in the bid award.

3. Respondent's proposal shall provide evidence of technical experience, facilities, organization, and support staff that will be assigned to the University to provide the services outlined within the RFP specifications.

4. Respondent shall provide an organizational chart and proposed management team for this account.

5. Respondent shall provide a statement that they are the manufacturer or a fully authorized dealer/distributor for any of the services proposed. Is the system the respondent proposes developed and maintained by respondent’s staff or is the respondent a system integrator who uses a system developed by another developer? If so, whose system does the respondent propose to use?

6. Respondent shall provide a statement of compliance with all requirements of the RFP specifications.

7. Respondent shall provide the company’s legal name, corporate officers, national and regional office addresses, phone and fax numbers, industry and website.
8. Respondent shall provide the names, positions and technical experience of the company representatives that will be involved in the installation, training and implementation of equipment or systems at The University of Alabama. State the total number of full time employees as well as the breakdown of employees dedicated to:
   a. System development/Research
   b. Software support
   c. Help desk support

9. Respondent shall provide information related to Respondent’s size and financial stability.

10. Respondent shall provide a brief history of the firm including the number of years your firm has been in the business of Institutional Effectiveness Management System services requested in this RFP. Include other solutions your firm markets as well and the demographical breakdown of your customer base (educational, healthcare, government, private industry, etc.).

11. Respondent shall provide a list of clients who are governmental agencies for the State of Alabama including other public universities in the State.

12. Respondent shall provide a list of colleges or universities of similar size (20,000+ students, 8000+ employees) and complexity who utilize respondent system.

13. Respondent shall describe any current public lawsuits, legal actions or governmental investigations including, but not limited to, parties of dispute, and equipment affected, cause of action, jurisdiction and date of legal complaint. Include in this section any loss of licensing or certification your firm or its personnel have experienced in the past five (5) years.

6.6 **Criteria 2 – Product/Services Defined**

Respondents are expected to review service requirements in Section 4.0 and describe in detail how Respondent will fulfill these requirements including, but not limited to services to be provided and personnel to be assigned to the University. **Respondent must meet or exceed all the required specifications in section 4.0 to be considered in the RFP award process.**

1. Respondent Compliance

   If a respondent plans to utilize a subcontractor(s) to fulfill any portion of the responsibilities outlined within the RFP, each subcontractor must be identified and the qualifications of each firm must be outlined within the proposal submitted. The exact role the subcontractor(s) is to play in the performance of the Contract that may result from this RFP should also be detailed within the proposal. Proposals will be considered only from companies that can prove to the University that they are capable of fulfilling the requirements of the RFP. The burden is on each respondent to submit proof of its qualifications and the quality of the services that it is offering if its proposal is to be considered by the University. The subcontractor must be willing to comply with the Immigration Law.

   The requirements should be answered in the order in which they are listed and followed by the responses to the questions listed below. References to websites, URLs, or documents not included in the Proposal are not acceptable responses. Any additional detail or information you wish to be included, which is not required should be included in Additional Information.

2. Products and Services

   Respondents shall include with the proposal a detailed description of the following items. The information provided for each item will be evaluated by the University and will be a consideration in the award of the contract:

   1. The University has established minimum technical requirements for the proposed services in order to meet the needs. For each requirement listed in Section 4.4 Technical Specifications, specify if your company “Complies Fully”, “Complies Partially”, or “Does Not Comply”.
2. In addition to the minimum technical requirements established in Section 4.4, specify any additional offerings or services you would like to provide to the University.

3. Training, Support and Implementation

Specify and describe the following:

1. List the number of UA employees who would be trained on campus by your firm on the system you are proposing.

2. List any resources you would require the University to provide in order to conduct training on campus, including extra software, licenses, etc.

3. Describe your training methodology for system administrators, approvers, and users for both the initial implementation and ongoing training.

4. Provide a list of training centers, if applicable.

5. Provide a list of training agendas.

6. Will training materials customized for the University be provided? Can the materials be copied for use by University personnel subsequent to the initial training?

7. Can other system manuals and documentation be copied for use by the University personnel?

8. Is on-line training available at the customer’s convenience or through webinars?

9. Does the cost of onsite training include travel, lodging and meal expenses?

10. Are there multiple levels of support available? (5x8, 7x8, 7x24, etc.) Describe the support available for the proposed solution. Include a chart of the escalation procedures for continuing or critical issues.

11. What are your hours of operation for support during Central Standard Time?

12. What are your guaranteed and documented response times for support turnaround?

13. Will the University be assigned dedicated support personnel familiar with our requirements and installation?

14. Describe your methods for providing system documentation.

15. How often are version updates to your software typically released?

16. Are version updates included at no additional charge to customers?

17. What is the methodology utilized to apply version updates?

18. How is the client affected by version updates to the software?

19. What responsibilities for software upgrades are assumed by the University?

20. How many versions of your software are you currently supporting?

21. Supply a copy of your upgrade and development calendar.

22. Are there limitations to the number of University staff who can contact technical support? If so, how many University staff can contact support? Who do you recommend be University contacts?

23. Where is the location of your disaster recovery site?
24. Describe your implementation process and include a Gantt chart showing the time frame involved.

25. Provide an implementation timeline for system setup and configuration.

26. Please provide a sample implementation checklist.

27. How are implementation consultants assigned?

6.7 **Criteria 3 – Financial Proposal**

1. The Financial Proposal should be prepared as an Excel spreadsheet file on the electronic version of your RFP.

2. The Financial Summary shall contain complete financial offer made to the University fully describing all aspects of the proposal. Describe in detail the financial proposal you are offering the University for the Services to be provided in Section 4.0. All costs associated with the RFP for which the University is responsible must be included.

3. Respondents should be creative in presenting various alternatives for providing services at the least possible cost to the University. The University will select the financial option that best meets the overall needs of faculty, staff, and students.

4. Respondents should include any or all of the following applicable value added options in their proposal response and clearly state the details of options proposed:
   
a. Additional rebate incentives for contract usage and/or year contract growth
b. Signing bonus for contract options
c. Prompt payment terms/discount

4. Respondents should describe all the various services in which Respondent can assist end users and offer the services in the proposal. Respondents should clearly state the cost of all service/maintenance agreements offerings. Please provide a list of the services that can be provided, if any, and the cost.

5. Provide a detailed Quality Assurance Plan that identifies the methods by which the Respondent shall assure ordering, delivery and follow up services for University departments in a correct and timely manner including, but not limited to:
   
a. Capabilities to deliver as requested and willingness to work with University departments to assure their requirements are met.
b. All standard and enhanced warranties for all services being proposed, if applicable
c. Web-based procurement solutions
d. Customer Service (detail how product literature, samples and specifications are obtained
e. Technical Support (training and product in-service support, indicate frequency and any cost)
f. Post-installation services and maintenance
g. How responses to request for quotes (pricing requests) are accomplished
h. How orders are placed (included methods accepted – i.e. telephone, fax, email, original PO, secured internet line, EDI and other)
i. Provide product qualification standards, manufacturing certifications i.e. ISO 9000, ISO 9001, etc
j. Change Order and Cancellation policies
k. Warranties (describe all standard and enhanced warranties for services being proposed, if applicable. Supplier should have the ability to track the product warranty for all products. Include complete warranty information including, but not limited to length of warranty and coverage
l. Process for warranty requests
m. Equipment, Product, Supplies damage in delivery cycle including visible and concealed damage (policy & procedures
n. Delivery Lead Time
6.8 Criteria 4- Evidence of Successful Performance and Implementation Schedule

1. Respondent shall provide at least five (5) references in Higher Education, preferably in the SACSCOC (Southeastern Accreditation) region that currently utilizes your proposed system. The Respondent must grant permission to the University to contact the references. If prior permission is required of, the Reference in order to provide this information the vendor must obtain permission to include this information with the proposal. For each reference, include:

   - Company Name
   - Principal in charge
   - Address, phone number, fax number and email addresses of the Reference
   - Type of facility
   - Length of time the system has been installed and services have been used
   - Size and brief description of work performed
   - Name and contact information of the individual(s) in the reference’s Information Technology Department the University can contact for further information

2. Provide references to or attach copies of any unsolicited industry press, which demonstrate your firm’s commitment to continuous product development, and a proven record of accomplishment of customer satisfaction. This information may include but is not limited to trade publication articles, third party reviews, awards, citations, case studies, or benchmark reviews by research organizations.

3. Respondent shall provide an implementation and transition schedule for the proposal submitted, when relevant to the RFP project.

6.9 Criteria 5- Other Additional Information

1. Provide the name and contact information of the person the University should contact with questions concerning this RFP.

2. Do you utilize subcontractors for installation and implementation?

3. How is the cost of your solution determined (e.g. by the number of employees, concurrent users, system functionality utilized, etc.).

4. Please provide any additional information that the Respondent feels should be considered when evaluating their proposal.

5. Respondent may present any creative approaches that might be appropriate. The Respondent may also provide supporting documentation that would be pertinent to this RFP.

6.10 Criteria 6 – Attachments Included with Response

   - Insurance certificate
   - FERPA statement
   - Non-disclosure statement
   - Child Protection Addendum to Contract
   - Certificate of Compliance or E-Verify document
   - Disclosure Statement
   - EULA, contract, etc.
7.0 PROPOSAL EVALUATION PROCESS AND AWARD

7.1 Proposal Evaluation Criteria

The criteria to be used for evaluating proposals include, but are not limited to the following. Each of these criteria is addressed elsewhere in the RFP document and shall be addressed under the relative RFP specification number.

All proposals should be complete to be considered responsive. If the proposal fails to conform to the requirements of the RFP, the University will determine whether the variance is significant enough to consider the proposal.

- Proposal preparation, compliance with steps and procedures utilized in the completion and submission of the proposal
- Qualifications, experience, references and past performance of Respondent as determined by Respondent's background information and references.
- Ability to meet specifications as described herein, compliance with terms and conditions.
- Responses to questions found throughout the RFP
- Order placement, timely delivery, installation or completion by Contractor.
- Breadth and quality of Services, warranties, workmanship, services and maintenance Pricing proposal which provides additional financial considerations, increased discounts, lower overall costs and terms of proposal financial stability
- Added Value/Incentives and Services
- Oral Presentation/ Demonstration, if requested
- Other information as deemed relevant by the University

7.2 Evaluation Process

The University intends to award this contract to the Respondent submitting the best overall proposal based on an evaluation of all qualified proposal responses. Enhancements to the minimum requirements will be considered. Respondent bears sole responsibility for the items included or not included in the response submitted. Exceptions to the terms and specifications contained within this request may result in disqualification.

If required, Proposers will be selected for detailed review and evaluation, including oral presentation. The University reserves the right to be the sole judge as to the overall acceptability of any proposal and compliance with the specifications/ requirements of this RFP.

The University shall make such investigation, as it deems necessary to determine the ability of the Respondent to provide the specified service, equipment and/or perform the requirements of this contract in an excellent manner.

The University of Alabama reserves the right to accept in whole or in part the proposal or reject any or all proposal responses received as a result of this Request for Proposal and to waive any informalities in the evaluation award process, whichever it deems, in its sole discretion, to be in the best interest of the University.

A waiver of a requirement is at the University’s option and if granted, will be granted to all Respondents. Additionally, the changing of any specification within this RFP will be provided to all Respondents equally.

Any award made based on responses to this Request for Proposal is contingent upon available funding. A pre-award conference will be held with the contract Respondent(s) prior to the final award being made.
Any contract(s) resulting from this Request for Proposal will be awarded in writing to responsive and responsible Respondent(s) whose proposal, in the opinion of the evaluation team, offers the greatest benefit to the University.

7.3 Competitive Negotiation

After all qualified proposals that are submitted have been evaluated, the University will negotiate with the Respondent(s) that the University feels has provided the most attractive proposal(s).

All Respondents should note the University reserves the right to request necessary modifications, accept or reject any or all proposals submitted and to make a contract award to the Respondent that the University determines, in its sole discretion, has provided the proposal that best meets the University's needs. The University also reserves the right to waive informalities in the proposal's evaluation process. All responders should review carefully the RFP requirements and develop a proposal that, at a minimum, meets the expectations outlined herein.

Respondent(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final offer to the Purchasing Department. All information-received prior to the cut-off time will be considered part of the Respondent’s Best and Final offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the Respondent from full compliance with the RFP specifications and other contract requirements if the Respondent is awarded the contract.

7.4 Appearance Before Committee

Any, all or no Respondents may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Respondent(s) are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

7.5 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals, or part of proposals, to waive any informalities, technicalities, clarify any ambiguities in proposals, and unless otherwise specified to accept any item in the proposal. In case of error in extension of prices or other errors in calculation, the unit price shall govern.

7.6 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this Request for Proposal. No modification or change of any provision in the resulting contract shall be made, unless such modification is mutually agreed to in writing by the Contractor and the Director of Purchasing, and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

7.7 Rejection

Grounds for the rejection of proposals include, but shall not be limited to:

1. Failure of a proposal to conform to the essential requirements of the Request for Proposal.

2. Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the Respondent's liability to the University on the contract awarded on the basis of such solicitation.

3. Receipt of proposal received after the closing date and time specified in the RFP.
INSURANCE REQUIREMENTS

Contractor shall procure and maintain, at its expense, the following minimum insurance coverage insuring all services, work activities and contractual obligations undertaken in this Contract. Contractor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the University for any losses incurred in association with this agreement. It is the Contractor’s responsibility to verify compliance of their company’s insurance coverage with the following requirements and to obtain pricing to meet these requirements prior to submitting the solicitation response. These insurance policies must be with insurers acceptable to the University. Insurance requirements may be modified in the Insurance Requirements section of any solicitation document. In such cases, the requirements of the solicitation shall prevail.

Contractor shall assume all risk of loss or damage for property loaned, leased, rented to, or in possession of the University. This includes the loss of value due to the damage or other financial loss resulting from an inability to use the property for future endeavors. Contractor has the option to purchase property insurance on property, loaned, leased or rented to the University and the cost of insurance shall be the obligation of the contractor.

These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a follow form basis. A Contractor with a desire to self-insure part or all of insurance requirements outlined above must provide audited financials for the most recent fiscal year for review and acceptance by the University. If Contractor is owned by a parent company and the financials are in the name of the parent, the University requires a parental guarantee contract for the obligations accepted by the Contractor. The University reserves the right to review and revoke self-insure status, if Contractor’s financial ratings with Standard & Poor and/or Fitch ratings drop below investment grade, there is a material change in the audited financials, or Contractor entity is acquired or there is any change in the ownership structure.

<table>
<thead>
<tr>
<th>TYPES OF INSURANCE</th>
<th>BASIC INSURANCE POLICY MINIMUM LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation (Coverage A)</td>
<td>Statutory – Alabama (or state of residence)</td>
</tr>
<tr>
<td>Employers Liability (Coverage B) – Per Occurrence</td>
<td>$500,000</td>
</tr>
<tr>
<td>Commercial General Liability: Each Occurrence – Premise/Operation</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Commercial Business Automobile Liability</td>
<td>$1,000,000 – combined single limit – Must include hired and non-owned liability</td>
</tr>
<tr>
<td>Data Processing/Software Design (Errors &amp; Omissions)</td>
<td>$1,000,000 per occurrence/aggregate</td>
</tr>
</tbody>
</table>

The Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives must be included as an additional insured as respect to the Commercial General Liability & Excess/Umbrella policy. Unless precluded by law, all policies waive the right to recovery or subrogation against the Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University.

The insurance policies shall be issued by an insurance company licensed to do business in the State of Alabama carrying an AM Best’s rating of A- VII or better, and the certificate must be signed by an authorized agent.

The general and excess/umbrella liability must extend additional insured provisions and must include the following language on the certificate of insurance:
The Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives are included as an additional insured as respect to the Commercial General Liability & Excess/Umbrella policy. Unless precluded by law, all policies waive the right to recovery or subrogation against the Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives.

The certificate holder will be: The University of Alabama, c/o Purchasing Dept., Box 870130, Tuscaloosa, AL 35487-0130, ATTN: Melinda Wallace A fax copy of the certificate may be sent for a verbal purchase order, but the original certificate of insurance must be received by the University prior to the purchase order being mailed to the Contractor or payment being made.

In the event the insurance program required by the University were to have any pending claims, either at the time the certificate of insurance was produced or to later come to the attention of the Contractor, which may limit or exhaust any aggregate limits by more than 20%, the University shall be notified within 30 days. The University may require additional insurance or a reinstatement of the limits of liability, as necessary to protect the financial interest of the University.

In the event the Contractor was to cancel, alter, non-renew or allow the required insurance program to be modified to a material degree, the Contractor must provide immediate written notice to the University explaining the situation. Failure to maintain the required insurance program may result in cancellation or suspension of the Contract until a replacement certificate of insurance evidencing coverage in compliance with the University’s insurance requirements is provided. The Contractor may elect to change insurance carriers without prior approval, but any replacement policy(s) must provide equal coverage and the insurance company must meet the minimum financial rating (A.M. Best’s A-) established by the University.
UA Vendor agrees to abide by relevant privacy laws, including but not limited to the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (FERPA), 34 CFR §99.33 (a)(2), and agrees to comply with the terms set forth below. 34 CFR 99.33(a)(2) states that the officers, employees and agents of a party that receives education record information from the University may use the information, but only for the purposes for which the disclosure was made.

Definition:  **Covered data and information (CDI)** includes paper and electronic student education record information supplied by the University, as well as any data provided by University students to UA Vendor.

**Acknowledgment of Access to CDI:** UA Vendor acknowledges that the Agreement allows UA Vendor access to CDI.

**Prohibition on Unauthorized Use or Disclosure of CDI:** UA Vendor agrees to hold CDI in strict confidence. UA Vendor shall not use or disclose CDI received from or on behalf of the University (or its students) except as permitted or required by the agreement or this addendum, as required by law, or as otherwise authorized in writing by the University. UA Vendor agrees that it will protect the CDI it receives from or on behalf of the University according to commercially acceptable standards and no less rigorously than it protects its own confidential information. UA Vendor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

**Return or Destruction of CDI:** Upon termination, cancellation, expiration or other conclusion of the Agreement, UA Vendor shall return all CDI to the University or, if return is not feasible, destroy any and all CDI. If UA Vendor destroys the information, UA Vendor shall provide the University with a certificate confirming the date of destruction of the data.

**Remedies:** If the University reasonably determines in good faith that UA Vendor has materially breached any of its obligations under this Agreement or Addendum, the University, in its sole discretion, shall have the right to require UA Vendor to submit to a plan of monitoring and reporting; provide UA Vendor with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, the University shall provide written notice to UA Vendor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that UA Vendor improperly disclosed personally identifiable information obtained from the University’s education records or CDI, the University may not allow UA Vendor access to its education records or CDI for at least five years.

**Maintenance of the Security of Electronic Information:** UA Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of the University or its students. These measures will be extended by contract to all subcontractors used by UA Vendor.

**Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:** UA Vendor shall, within one day of discovery, report to the University any use or disclosure of CDI not authorized by the Agreement, this Addendum or in writing by the University. UA Vendor’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what UA Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action UA Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. UA Vendor shall provide such other information, including a written report, as reasonably requested by the University.

**Indemnity:** UA Vendor shall defend and hold the University harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of UA Vendor's failure to meet any of its obligations under the Agreement or this Addendum.
("Vendor") and The Board of Trustees of the University of Alabama, who are parties to the contract identified above ("the Contract"), agree that this Child Protection Addendum is part of the Contract and both will abide by its terms.

The Board of Trustees of The University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama, for and on behalf of its member campus, The University of Alabama (collectively "the University") is committed to maintaining a supportive and safe educational environment, one which seeks to enhance the well-being of all members of its community. This commitment reflects the institution’s adherence to its mission, to its various policies supporting its mission, and to relevant state and federal laws. Within that commitment, the University places importance on creating a secure environment for children.

CHILD PROTECTION POLICY AND LAW
Vendor, its subsidiaries, affiliates, assignees, subcontractors, and the agents, representatives, volunteers, and employees of those entities (collectively "the Program") agree to strictly comply with the University's Child Protection Policy and Alabama law (ALA. CODE § 26-14-1 et seq.) relating to the prevention and reporting of child abuse and neglect. The terms of the University's Child Protection Policy are incorporated herein by reference.

Vendor agrees to confirm that each of the Program’s employees, representatives, agents, and volunteers involved in or associated with the event or service governed by the Contract receives a copy of the University’s Child Protection Policy and has completed the University’s required training on child protection prior to the start of that individual’s involvement in the event or service that is the subject of the Contract.¹

Vendor acknowledges and agrees that the University retains the right, in the University’s sole discretion, to immediately eject and bar from University property any individual associated with the Program at any time for just cause. Vendor also understand and agrees that the University’s Child Protection Policy may be changed, withdrawn, added to or interpreted at any time at the University’s sole discretion and without prior notice to Vendor.

INDEMNIFICATION
Vendor shall indemnify, hold and save harmless the University, its affiliates, and subsidiaries and their past, present, and future trustees, officers, agents, and employees from all losses, claims, liabilities, suits, actions, settlements, judgments, expenses, damages, costs (including attorney fees of attorneys of the University’s choice and court costs) expenses, and all liability of any nature or kind arising out of or relating to the Program’s failure to meet any obligations under this Addendum.

¹ Any University of Alabama employee who is involved with Vendor or the Program in a volunteer or paid position that is unrelated to and/or outside the scope of his or her employment with the University can provide the completed Certification and Acknowledgment associated with the Child Protection training received as a University employee, but such training must have been completed within the last twelve (12) months. Nothing herein alters Vendor and/or Program’s responsibility for that University employee during the time said employee is performing functions on behalf of the Vendor or Program.
The University does not assume any responsibility, obligation, or liability for any damages, losses, settlement payments, legal fees, or expenses relating to any claims or allegations arising from any actions or inactions of the Program relating to any obligations under this Addendum. Vendor assumes full responsibility for any and all damages, losses, legal fees, expenses, and settlement payments relating to any and all claims or allegations arising from Program’s failure to meet any obligation under this Addendum.

Vendor’s indemnification obligations and responsibility for any and all damages, losses, settlement payments, legal fees, or expenses as provided for under this provision exist even if coverage for these items and/or the conduct from which they arise is excluded under any of the Vendor’s policies of insurance or reinsurance or if coverage under these policies has been exhausted.

This provision shall survive the termination or expiration of the Contract.

IMMUNITY

No term or condition in this Addendum shall be deemed or construed as a waiver of the sovereign immunity of the University under Article I, section 14 of the Alabama Constitution, the Eleventh Amendment to the United States Constitution or any other applicable provision of law or equity and the University hereby expressly reserves the right to assert such immunity as a defense to any action or proceeding brought that relates to the Contract or this Addendum.

COUNTERPARTS & SIGNATURE AUTHORITY

This Addendum may be executed in multiple counterparts and facsimile (no one of which need contain the signatures of more than one party hereto so long as each party hereto executes at least one such counterpart), each of which shall be deemed an original and all of which, when taken together, shall constitute and be one and the same instrument. The representative of the University in executing the Agreements represents that he/she signs as a properly authorized representative of University and does not assume any personal liability for compliance with the terms and conditions of the Agreements. The Vendor representative who executes this Addendum represents and warrants that he/she is the duly appointed agent and representative of the Vendor, with full authority to execute this Addendum, without any further requirements or approvals.

DISTRIBUTION

An executed copy of this Addendum shall be attached to the Contract. Another copy of the executed Addendum shall be forwarded to Box 870364, Tuscaloosa, Alabama 35487.

VENDOR

Signature
Name: ________________________________
Title: _________________________________
Date: ________________________________

THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ALABAMA

Signature
Name: ________________________________
Title: _________________________________
Date: ________________________________
This non-disclosure agreement ("Agreement") is by and between The Board of Trustees of the University of Alabama ("BOARD"), hereinafter collectively referred to as the Disclosing Party and hereinafter referred to as the Recipient.

WHEREAS, The Disclosing Party contemplates the disclosure of certain services for the University pursuant to the terms of Bid No. containing confidential information for review by the Recipient; and

WHEREAS, such information of the University is not public knowledge but are secret and will be disclosed only under the terms of this Agreement;

WHEREAS, both parties to this Agreement consider it desirable for the Recipient to evaluate as part of the.

NOW, THEREFORE, the parties agree as follows:

1. The effective date of this Agreement ("Effective Date") is .

2. The confidential information disclosed by Disclosing Party under this Agreement ("Confidential Information") is described as the

3. This Agreement controls is effective as of the date written above. Either party may terminate this Agreement on written notice to the other. In the event of termination of this Agreement, or earlier if requested by the disclosing party, all documents or other materials containing Confidential Information of the disclosing party shall be promptly returned or destroyed. The obligations under this Agreement survive such termination. ("Termination Date").

4. Recipient shall use the Confidential Information only for the purpose of for purposes directly related to the project scope of work.

5. Recipient shall protect the Confidential Information using the same degree of care, but no less than a reasonable degree of care, as the Recipient uses to protects its own similar confidential information, and to prevent any use not authorized herein and dissemination to any third party without a need to know.

6. Recipient shall have a duty to protect only that Confidential Information which is either (a) disclosed by the Disclosing Party in writing and is marked as "Internal Data", "Strictly Private", "Proprietary", "Confidential" or with a comparable legend at the time of disclosure, or (b) disclosed by the Disclosing Party in any other manner, identified as confidential at the time of disclosure and is summarized and designated as confidential in a written memorandum delivered to the Recipient within thirty (30) days of disclosure.

7. The Recipient agrees to hold in confidence any and all Confidential Information disclosed to it by the Disclosing Party and further agrees not to disclose Confidential Information to third parties or use Confidential Information for three (3) years from the Termination Date of this Agreement, except for discussion and evaluation purposes provided by this Agreement or with written permission from the Disclosing Party.

8. Nothing in this Agreement shall be interpreted as placing any obligation of confidentiality and nonuse on the Recipient with respect to Confidential Information that:

   A. can be demonstrated to have been in the public domain as of the effective date of this Agreement or comes into the public domain during the term of this Agreement through no fault of the Recipient;

   B. can be demonstrated to have been known to the Recipient prior to execution of this Agreement and was not acquired, directly or indirectly, from the Disclosing Party or from a third party under a continuing obligation of confidentiality or limited use;

   C. can be demonstrated to have been rightfully received by the Recipient after disclosure under this Agreement from a third party who did not require the Recipient to hold it in confidence or limit its use and who did not acquire it,
directly or indirectly, from the Disclosing Party under a continuing obligation of confidentiality;

D. can be demonstrated to have been independently developed by Recipient.

E. can be demonstrated to have been disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.

F. is released in writing from the confidentiality provisions of this Agreement by the Disclosing Party.

9. Each party represents that it has the right to make the disclosures under this Agreement.

10. The Confidential Information shall remain the sole property of the Disclosing Party.

11. The validity and interpretation of this Agreement, and legal relations of the parties to it, shall be governed by the laws of the State of Alabama. If one portion of this Agreement is held invalid and unenforceable, such holding shall not affect the validity of the other portions of the Agreement.

12. A Recipient shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or products received from the disclosing party or the direct product of such technical data to any proscribed country listed in the U.S. Export Administration regulations unless properly authorized by the U.S. Government.

13. Nothing in this Agreement shall be construed as a representation that either party will not independently pursue, similar opportunities, provided that the obligations of this Agreement are not breached.

14. This Agreement is not assignable and states the entire agreement between the parties as to its subject matter and merges and supersedes all previous communications with respect to their obligations of confidentiality and no addition to or modification of this Agreement will be binding on either party, unless reduced to writing and signed by each party.

15. This Agreement is binding upon both parties and upon the directors, officers, employees and agents of each. This Agreement may be terminated on thirty (30) days written notice by either party. However, Recipient’s obligations of confidentiality and restrictions on use of the Information disclosed by Disclosing Party shall survive termination of this Agreement.

THE BOARD OF TRUSTEES OF UNIVERSITY OF ALABAMA

Authorized Signature
By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

RECIPIENT

Authorized Signature
By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________
Compliance Notice.

By submitting a proposal to this RFP, a Respondent agrees that it will fully comply with the State of Alabama Immigration Law (Act 2011-535), as amended. A Respondent also shall enroll in the E-Verify Program prior to performing any work, or continuing to perform any on-going work, and shall remain enrolled throughout the entire course of its performance of the contract awarded pursuant to this RFP. By signing this contract, 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.” To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the University from any and all losses, consequential damages, expenses (including but not limited to, attorneys’ fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor’s failure to fulfill its obligations contained in this paragraph or contained in the Alabama Immigration Law (Act 2011-535), as amended.

State of Alabama Immigration Law (Act 2011-535)

The successful contractor will be required to provide written certification they are in compliance with Section 9 of the State of Alabama Immigration Law (Act 2011-535).

One of the two required documents must be submitted prior to issuance of a University contract or purchase order. Please complete and submit the form or document that applies to your company.

Complete this document only, if your company is not located in Alabama and your company does not have employees or subcontractors that work in the State of Alabama.

- Certification of Compliance and affidavit forms included with this solicitation (see Appendix – Certification of Compliance)

Complete the E-Verify document online, if your company is located in Alabama or your company has employees working in Alabama

- Contractor’s one-page E-verify Employment Eligibility Verification form (see example included in Appendix – E-Verify).

If you have previously enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click “Edit Company Profile” and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.

If you are not currently enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click “Getting Started” for information about the program, requirements, and enrollment process.
- Click “Enroll in E-Verify” and begin enrollment process.
- When enrollment process is complete, click “Edit Company Profile” and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.
- For further assistance please consult the E-Verify Quick Reference Guide
CERTIFICATION OF COMPLIANCE
WITH THE STATE OF ALABAMA IMMIGRATION LAW

The undersigned officer of _____________________________ (Company) certifies to the Board of Trustees of the University of Alabama that the Company does not employ an individual or individuals within the State of Alabama.

________________________________________
SIGNATURE OF COMPANY OFFICER PRINT

________________________________________
COMPANY NAME

________________________________________
PRINT NAME OF COMPANY OFFICER

________________________________________
PRINT TITLE OF COMPANY OFFICER

________________________________________
DATE
## Company Information

### Company Name:

### Company ID Number:

### Doing Business As (DBA)
**Name:**

### DUNS Number:

### Physical Location:
- **Address 1:**
- **Address 2:**
- **City:**
- **State:**
- **Zip Code:**
- **County:**

### Mailing Address:
- **Address 1:**
- **Address 2:**
- **City:**
- **State:**
- **Zip Code:**

### Additional Information:
- **Employer Identification Number:**
- **Total Number of Employees:**
- **Parent:**
- **Organization:**
- **Administrator:**

### Organization Designation:
- **Employer Category:**
- **Federal Contractor Category:**
- **Employees being verified:**

### NAICS Code:

### Total Hiring Sites:

### Total Points of Contact:
THE UNIVERSITY OF ALABAMA

DISCLOSURE STATEMENT

1. Contract/Purchase Order No. ________________________________

2. Name of Contractor/Grantee: ________________________________
   Address: ________________________________
   Telephone: ________________________________
   Fax: ________________________________

3. Nature of Contract/Grant: ________________________________
   ________________________________
   ________________________________
   ________________________________

4. Does the contractor/grantee have any relationships with any employee or official of 
the University, or a family member of such employee or official, that will enable 
such employee or official, or his/her family member, to benefit from this contract? If 
so, please state the names, relationships, and nature of the benefit.
   ________________________________
   ________________________________
   ________________________________
   ________________________________
   ________________________________

(For employees of the University, family members include spouse and dependents. For 
members of the Board of Trustees (officials), family members include spouse, 
dependents, adult children and their spouses, parents, in-laws, siblings and their 
spouses.)

This Disclosure Form will be available for public inspection upon request. The 
above information is true and accurate, to the best of my knowledge.

Signature of Authorized Agent of Contractor/Grantee

Date: ________________________________

RETURN FORM TO: The University of Alabama
Purchasing Dept.
Box 870130
Tuscaloosa, AL 35487-0130
Ph: (205) 348-5230
Fax: (205) 348-8706
www.purchasing.ua.edu