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

IMPORTANT: RESPONSE TO RFP MUST BE RECEIVED BY Wednesday, April 27, 2016 @ 2:00 P.M. CST

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

The following shall become part of the Request for Proposal:

5.4 **QUESTIONS** pg. 7

Answers to respondent questions regarding RFP T054430 are attached.

6.1 **APPENDIX: EXPENDITURE REFERENCE** pg. 41

**The Total dollars listed under Group II Fan Travel is the Total Spend, Not the Total UA Received.**

A revised Expenditure Reference document is attached.

The RFP may be found at: [http://purchasing.ua.edu/pdfs/PendingBids/T054430.pdf](http://purchasing.ua.edu/pdfs/PendingBids/T054430.pdf)
TRAVEL RFP – T054430 – VENDOR QUESTIONS & ANSWERS:

1) **What vendors were invited to respond to the RFP?**
   a) This RFP is a public request and all responses received will be reviewed.

2) **Does UA have a standard FERPA Compliance Agreement for vendors to sign?**
   a) The University does not have a FERPA Agreement that requires a signature. However, it is understood that each vendor providing products and/or services to the University is in compliance with the FERPA Federal Law.

3) **Section 5.39 of the RFP is titled Non-Exclusive Contract – Will the marketing rights to fan travel not be exclusive?**
   a) The Non-Exclusive statement in 5.39 regards entering into contracts similar to this one for other areas of the University.
   “5.39 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.”

4) **Will other companies be afforded the opportunity to market similar products and services via Official UA Department of Intercollegiate Athletics’ channels such as rolltide.com website, Tide Mail email, Twitter, and Facebook?**
   a) Yes; if determined to be in the best interest of the University.

5) **Will the successful vendor be held out on the official website, rolltide.com, as the official fan travel vendor?**
   a) Yes, provided they set up a sponsorship arrangement with CTSM (Crimson Tide Sports Marketing). This would be in addition to the Athletic Department agreement.

6) **If we plan to present two different financial offers, should we label them as Financial Options A and B under one cover OR submit two completely separate responses?**
   a) You may label options under one cover; however, it must be clearly defined.

7) **What are the top three opportunities the selected travel management company has to improve the University of Alabama’s travel program?**
   a) 1. Proposed cost savings  
      2. Showing more efficiency of assisting with travel  
      3. Providing the necessary reports to reconcile monthly travel and cost analysis by showing strengths, weaknesses and opportunities for improvement.

8) **Do you currently utilize an online booking tool? If so, which one.**
   a) Concur is currently utilized sparsely throughout the department.
9) **Do you currently have an online adoption rate or have an online adoption goal?**  
   a) We do not currently have an online adoption rate or goal. Travel is generally handled through the on-site booking agent; however, there is potential to review online opportunities in the future.

10) **What GDS (Global Distribution System) are you using today through your current provider?**  
   a) Worldspan

11) **Do you have a current expense system? What are your overall expense goals?**  
   a) No, at this time we do not but Procurement Services has plans for implementing a system in the near future.

12) **Do you prefer an annual management fee or per transaction fee structure?**  
   a) No preference, please submit your best overall proposal.

13) **How do you currently manage unused tickets?**  
   a) A monthly report is sent out and tickets are used when applicable.

14) **On your expenditure reference page 41, is 366 hotel bookings for individuals only?**  
   a) Individual only. Group bookings will not be included.

15) **Would a proposal for just one component (fan travel or department travel) be refused?**  
   a) No, a single proposal for Fan Travel and/or Department Travel may be submitted and reviewed.
EXPENDITURE REFERENCE:
For the Period of
July 1, 2014 through June 30, 2015

I. Departmental Travel

After-Hour Calls  22/month average
Peak months are December & January

Number of Hotel Bookings  366

Number of Vehicle Rentals  549

Net Air Transactions  2,498

Net Commercial Air Travel  $1,180,476.50

II. Fan Travel

<table>
<thead>
<tr>
<th>Trip</th>
<th>Total Spend</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Virginia – Atlanta</td>
<td>$109,170.00</td>
</tr>
<tr>
<td>Ole Miss – Tupelo, MS</td>
<td>$11,165.00</td>
</tr>
<tr>
<td>Arkansas – Fayetteville, AR</td>
<td>$34,862.00</td>
</tr>
<tr>
<td>Tennessee – Knoxville, TN</td>
<td>$23,843.00</td>
</tr>
<tr>
<td>LSU – Baton Rouge, LA</td>
<td>$23,222.00</td>
</tr>
<tr>
<td>SEC Championship - Atlanta</td>
<td>$51,276.00</td>
</tr>
<tr>
<td>CFP Semifinal– New Orleans</td>
<td>$328,637.00</td>
</tr>
</tbody>
</table>

**TOTAL: UA RECEIVED:**  $582,175.00
The University of Alabama

Request for Proposal - T054430

Proposal Due Date
Wednesday, April 27, 2016 @ 2:00PM CST

Travel Services for the Department of Intercollegiate Athletics
REQUEST FOR PROPOSAL
ATTENTION: This is not an order. Read all instructions and terms and conditions carefully.

INVITATION NO.: T054430
Issue Date: Thursday, March 10, 2016
Title: Travel Services for the Department of Intercollegiate Athletics

Buyer: Tara Fuhrman
Phone: 205-348-5035
Email: tfuhrman@fa.ua.edu

RETURN ALL COPIES OF PROPOSALS TO:
THE UNIVERSITY OF ALABAMA
PURCHASING DEPARTMENT
(Street Address) 1101 Jackson Ave Suite 3000
Tuscaloosa, Alabama 35401
OR
(Mailing Address) Box 870130
Tuscaloosa, Alabama 35487
PHONE: (205)348-5230 FAX: (205) 348-8706

Proposal Responses may NOT be faxed or emailed.

IMPORTANT: PROPOSALS MUST BE RECEIVED BY APRIL 27, 2016 @ 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 there under 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. 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.

3. 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

4. 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 banned 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. Failure to disclose this information in your response may result in the elimination of your proposal from evaluation.

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.

3. By accepting payments agreed to in any purchase order resulting from this proposal, Contractor certifies that to its knowledge no University employee or official, 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.

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:
PAYMENT TERMS: ADDRESS:
SHIPPING TERMS: CITY, STATE & ZIP CODE: DATE:
F.O.B. DESTINATION–PREPAID AND ALLOWED
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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"
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THE UNIVERSITY OF ALABAMA
REQUEST FOR PROPOSAL

1.0 INTENT AND SCOPE

The University of Alabama is seeking sealed proposal for exclusive travel services for Intercollegiate Athletic Department Travel and Fan Travel including but not limited to; IA teams, individuals and administrators, fans, booster organizations and Tide Pride representatives traveling on official Intercollegiate Athletic Business or Athletic events controlled by IA as per the attached general and technical specifications.

The University of Alabama and the Intercollegiate Athletic Office reserve the right, in its sole discretion, to award this contract to the Respondent(s) that it feels provide the best offering to the University. The award of this RFP does not guarantee any purchase of service at any time.

Each proposal submitted in response to this RFP must contain detailed information describing the manner in which the Respondent(s) plans to discharge its responsibilities. It is essential for the University's proposal evaluators to have a clear understanding of the operational concepts the agency intends to apply to IA's travel program. Each Respondent's proposal should include details of the staffing plan identifying who will assist IA with its travel needs and an organizational chart describing the proposed organizational structure of its operations. The functions and basic responsibilities of management and all supervisory positions should be outlined. The Respondent’s working relationship with IA for the purpose of providing travel assistance should be well thought out and presented as part of the Respondent’s proposal as well.

The general and technical specifications, together with the related information, and any addenda, comprise the service expectations of this RFP. Successful Contractor(s) must begin providing the services on the date stated in the Special Conditions, the execution of a contract or the receipt of a purchase order.

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

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 businesses, 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(s) to provide the customer service, time, resources and personnel necessary to provide excellent services.

The University of Alabama has twenty-one NCAA teams and has won countless National Championships and Conference Championships throughout its history. The athletic teams at the University play a significant and positive role in the student, staff and faculty life here at the University as well as its many alumni groups and fans nationwide.

The University intends to award the RFP to Contractor(s) to organize individual commercial air travel, travel by rail, hotel reservations, car rentals and other travel related services normally provided by travel agencies for (1) team, individual and administrative travel for the Department of Intercollegiate Athletics as well as (2) Group Fan Travel for IA fans, booster clubs and Tide Pride members traveling to IA events. The University reserves the right to award to one Contractor or multiple Contractors.

The successful Contractor(s) will be designated as the official travel agency of the University of Alabama’s Department of Intercollegiate Athletics and will also receive access to all season ticket, booster club and Tide Pride mailing lists to solicit Fan Travel to IA events if awarded the Fan Travel portion of this RFP.

Travel should be expected to occur nationwide with the majority concentrated within the Southeast region of the United States. Records documenting annual total IA travel are not readily available with a high level of accuracy however estimates of the annual expenditures for IA and Fan travel can be found in the Expenditure Reference Attachment. All Respondents should understand that the data provided in the Expenditure Reference attachment is for informational purposes only and does not represent any guarantee of the volume of travel services that the successful Contractor(s) will organize for IA and/or Fan Travel during a contract term.

The University reserves the right to add services and negotiate pricing for additional travel needs to be provided campus wide, as deemed necessary by the University.
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.

The Term "IA" means Intercollegiate Athletics.
4.0 GENERAL SPECIFICATIONS

4.1 Contract Term

The initial term of the Contract Award for this RFP shall be firm for a three (3) year period beginning on the effective date stated in section 4.2 with the option for renewal. Qualifications for this contract must be met for the duration of the contract period.

Upon mutual agreement between the successful Contractor(s) and The University of Alabama, this contract may be renewed for seven (7) 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 (60) prior to the renewal year. Qualifications for this contract must be met for the duration of the contract period.

4.2 Effective Date

The effective date of the contract shall be Friday, July 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 Travel Services:

Respondent must meet or exceed all the requirements below to be considered in the RFP award process.

Any services that the successful Contractor(s) or department would like to have added to the contract must be approved by the Procurement Department. The University shall receive at least thirty (30) days’ notice prior to the introduction of new or replacement services and the discontinuance of those included in this RFP.

1. It is required that the Respondent provide a full time certified travel agent to work within the Department of Intercollegiate Athletics in Tuscaloosa, AL. Include any and all terms and conditions associated with this personnel assignment.

2. Respondent and On-site Agent must be available during after hours, weekends and holidays for emergency travel needs and peek-season needs by IA teams and personnel. (After Hour services should begin at 8:00pm CST Monday through Friday.)

3. Ability to underwrite ticket/tour package advertisements for post-season athletic events for the University’s sports programs.

4. Experience and history including expertise, financial stability and successful performance with previous contracted relationships equal to that of the University. (i.e.: corporate, institutional, athletic arenas, collegiate teams, professional teams)

5. Dedicated team to manage the University account.
4.5 **Travel Services Excluded from RFP**

1. Travel by IA teams, individuals, or administrative staff to SEC Championships, NCAA Championships, and other post-season competitions and events. However, whenever possible, such travel will be coordinated through the successful Contractor(s).

2. Any individual or team travel required to be placed, by event contract, with an event sponsor or an event management agency.

3. Existing contracted travel arrangements in force prior to the execution of any contract that may result from this RFP.

4. Travel by IA teams, individuals, or administrative staff by Charter Aircraft or Charter Bus.

5. Team Hotel reservations/arrangements as deemed appropriate by IA.

4.6 **Commitment to Support of Travel Agency:**

**A. Exclusive to IA Department Travel:**

1. The Contractor may receive exclusive travel by all IA parties with exception to the exemptions stated in Section 4.5.

2. The Contractor may be provided with the opportunity to utilize the name of the University and its registered trademarks in marketing and promoting its services. However, the University Licensing Department must approve all marketing and promotional materials prior to publication.

**B. Exclusive to Fan Travel:**

1. The Contractor will receive access to season ticket, booster club, and Tide Pride mailing lists to solicit travel by those organizations to IA events for fan travel.

2. The Contractor may be provided with the opportunity to utilize the name of the University and its registered trademarks in marketing and promoting its services. However, the University Licensing Department must approve all marketing and promotional materials prior to publication.

**C. On-Site Travel Agent Representative:**

1. The University will provide office space and basic office furniture within for the successful Respondent’s personnel to fulfill the travel services outlined within this RFP.

2. The Contractor is responsible for providing all necessary equipment, office supplies and communication devices necessary to fulfill the travel services outlined within this RFP. This should include but is not limited to a computer, copier, scanner, fax machine, paper, writing utensils, ink for copier, scanner and fax machine, file folders, etc.

3. The Contractor is expected to pay all fees associated with telephone, fax and internet services. Fees are currently estimated at $100 per month however are subject to change as necessary.

4. The University will maintain the site and utilities that are provided for the on-site location Per Section 5.30.

5. The University would not be responsible for damage to any equipment or supplies in case of vandalism, break-in, and power failure due to hurricane, electrical storms or other acts beyond the control of the University.

6. All personal property placed on the premises by the Contractor must be removed on or before the expiration of any contract that may result from this RFP.
7. In the event that a contract which may result from this RFP is terminated, the Contractor will have five (5) working business days (Monday-Friday) after notification of termination to remove its property from the assigned space.

8. Contractor would not be charged a monthly fee for the space provided but the Contractor would be required to assume all costs and responsibilities for modifying any space provided by the University to meet the needs of its operation and to assume all responsibilities and costs for returning the site to its original condition upon termination or expiration of the contract that may result from this RFP.

4.7 **Quality of Service Expectations:**

A. Each Respondent must understand that the agency and its employees will be working within an institution of higher education and they will be required to conduct themselves in a manner that is acceptable within that environment.

B. **Employee Removal from University Related Accounts:**

1. The University reserves the right to require the immediate removal of a Contractor’s agents or any of its employees from the University account, who the University feels is inappropriately conducting him/herself while performing the services associated within this RFP.

2. All such removal shall be in the name of the Contractor and the responsibility therefore shall be assumed by the Contractor.

C. The Contractor(s) must provide adequate staffing resources to ensure quality, prompt, professional and efficient travel services to meet all travel needs of IA.

1. Particular interest is a Respondent’s ability to assign a full time certified travel agent to work within the University of Alabama Department of Intercollegiate Athletics in Tuscaloosa, Alabama. The terms and conditions under which that personnel assistance is offered will be critically reviewed by the University during the proposal evaluation process.

D. The Contractor(s) must provide its employees with proper instructions and training in customer relations as well as their functions and job requirements.

E. Office hours at a minimum should be consistent with those of IA during a normal work week. Monday through Friday, 8:00am – 5:00pm CST. Hours may be adjusted by mutual agreement of both parties to reflect peak and off-season travel requirements and conditions. It is required that after hours coverage and holiday services also be provided.

4.8 **Financial Specifications**

1. It is the Respondent’s responsibility to verify any information 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. Quoted price(s) must include all travel expense(s) associated with the services required by this RFP.

3. The Contractor(s) must provide a billing recap by the tenth (10th) of each month for all travel services and expenses based on a demitted text report provided by IA. A reference of the expected billing data to be reported on can be found on the Billing Data Reference document. Data requested is subject to change based on reporting needs stated by IA.
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.

- Thursday, March 10, 2016: Request for Proposal Issued
- Wednesday, March 23, 2016 @ 2:00PM CST: Pre-Proposal Conference
- Wednesday, March 30, 2016 @ 4:00PM CST: Deadline to Submit Questions
- Wednesday, April 27, 2016 @ 2:00PM CST: Proposals Due
- Tuesday, May 3, 2016 @ 2:00 PM CST: Respondent Presentations (Tentative)
- Tuesday, May 17, 2016: Anticipated Finalization of Award
- Prior to Friday, July 1, 2016: Acceptance and Execution of Agreement
- Friday, July 1, 2016: 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
- Email address of primary contact
- Physical 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:

Tara Fuhrman
Purchasing Department
The University of Alabama
Box 870130
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All communication with the University regarding this RFP shall only be directed to the University Purchasing Officer listed above.

5.4 Questions

Respondents that have questions regarding this solicitation shall compile all questions into one email document and submit to the Purchasing Official listed in Section 5.3 due by 2:00 P.M. CST on the date listed in Section 5.1. The University will compile all written questions submitted, prepare written responses and post questions/answers in the form of an addendum on the University website. All Respondents shall be
notified by email of the addendum posting. The questions and answers will be made part of the solicitation and may become part of the contract with the Contractor.

Oral answers given are not binding.

5.5 **Pre-Proposal Conference**

A Pre-Proposal Conference will be held at The University of Alabama on Wednesday, March 23, 2016 at 2:00PM CST, in the Mal Moore Athletic Facility AD Conference Room, (Tuscaloosa, AL 35401), to clarify the University’s expectations of Respondents and to visit the site(s). Please advise the Purchasing Officer of the number of persons attending the pre-proposal conference and site tour representing your company or any subcontractor or third party of your company. (Your group should be limited to no more than five (5) people) Persons having technical knowledge of the RFP requirements should attend.

The following items should be noted in reference to the Pre-Proposal Conference:

- Attendance at the Pre-Proposal Conference is highly encouraged due to the complexity and scope of service to be provided, site conditions and other issues that may affect your proposal. Some of which may not be fully detailed in the RFP, but may be discussed during the Pre-Proposal Conference. Minutes or notes from the Pre-Proposal Conference will not be taken by the University and will not be made available to potential Respondents.

5.6 **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 Bidders 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/General_Terms_and_Conditions.pdf)

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

5.7 **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 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.

5.8 **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 in Section 5.3 Respondent Communication. The Purchasing Department accepts deliveries Monday – Friday, 8:00 AM – 4:45 PM CST.
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 proposal due date and time will not be considered. In addition, proposals received via fax or email 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.**

5.9 **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.

5.10 **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.

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.

5.11 **Respondent Presentations**

All Respondents whose proposals are deemed acceptable for award may be required to make a Respondent presentation/demonstration to the evaluation committee prior to the award of the 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.

5.12 **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.
5.13 **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.

5.14 **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.

5.15 **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.

5.16 **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.

5.17 **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.

5.18 **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.

5.19 **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.

5.20 **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.

5.21 **Errors/Omissions**

The University of Alabama is not liable for any errors, omissions or misinterpretations in responding to the RFP.
5.22 **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.

5.23 **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.

5.24 **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

5.25 **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.

5.26 **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.

5.27 **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).
5.28 **Prime Contractor Responsibility**

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

5.29 **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.

5.30 **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 the 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 the University for Contractor use shall be in good condition and maintained by the 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 the 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:

**University’s Responsibilities:**

University will provide electricity, phone lines, internet service connection to the 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 the 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 the 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, the University shall bill Contractor for the expense.
5.31 **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, and 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.

5.32 **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.

5.33 **Advertisement of Service**

Contractor will be responsible for advertising 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.
5.34 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 Parking Services located in the Campus Drive Parking Deck, 451 Campus Drive East, Monday – Friday, 8:00 a.m. - 5:00 p.m.

5.35 Patents, Copyrights and Trademarks

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

5.36 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/.

5.37 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.

5.38 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.

5.39 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.

5.40 PCI Compliance/Safeguarding Obligations

To the extent the contract which may be awarded by this RFP will allow the Contractor to have access to customer information, as that term is defined in 16 C.F.R. §314.2(b), which is required to be protected under the Gramm-Leach-Bliley Act (15 U.S.C. §6801-6809) as well as credit card information received in the course of business by the University, then the Contractor agrees to comply with and adhere to the terms and provisions described in General Terms and Conditions No. 33 which shall form a material part of the awarded contract.

Safeguarding Rules of the Gramm-Leach-Bliley Act may be viewed: http://www.purchasing.ua.edu/purchbidinfo.html Click on: General Terms and Conditions, No. 37

5.41 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.
5.42 **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

5.43 **HIPAA Compliance**

To the extent, Contractor has indicated that its products support various types of encryption for a variety of different scheme, protocols and implementations, Contractor represents and warrants that such encryption meets the specifications outlined by the HITECH Act and implementing regulations for encryption of PHI that would meet legal requirements to alleviate the need for UA, if it utilized such encryption, to provide breach notification pursuant to HIPAA breach notification regulations.

The parties agree to the terms of the attached Business Associate Agreement, the terms of which are incorporated herein by reference and are applicable to PHI covered under HIPAA and maintained in any system related to this RFP. All employees and/or contractors of Vendor with access or exposure to UA data shall comply with the terms of said Business Associate Agreement including required training. Vendor agrees to notify UA in a timely manner of security-related risks discovered in its software, of interim remediation, and of timely patches. See Appendix – Business Associate Agreement

5.44 **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.

5.45 **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

5.46 **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 – HIPAA/ Business Associate’s Agreement
- Appendix – Child Protection Addendum to Contract
- Appendix – Non-Disclosure Agreement
- Appendix – Certification of Compliance with Immigration Law
- Appendix – E-Verify
- Appendix – Disclosure Statement
- Appendix – Expenditure Reference
- Appendix - Billing Data Reference

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

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 proposal due date listed in Section 5.1.

3. A statement that the Respondent will accept financial responsibility for all travel expenses incurred for any pre-proposal conferences, oral presentations and candidate interviews (if required).
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. A statement that the Respondent is willing to accept partial award of this RFP if in the best interest of the University.

8. 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 terms and conditions 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, and providing services as 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. Include after hours, weekend and holiday access for emergency travel needs for IA teams and personnel as well as the availability and type of coverage that will be provided to UA during those times and peak-season periods.

4. Respondent shall provide an organizational chart and proposed management team for this account. Included should be each individuals experience and qualifications of travel management.

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

6. Respondent shall provide the company’s legal name, corporate officers, national and regional office addresses, phone and fax numbers.

7. 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.
8. Respondent shall provide information related to the Respondent's size and financial stability.

9. Respondent shall provide a brief history of the company and any affiliation that you have with other companies including industry strategic and/or certified partnerships and the nature and duration of each relationship, any specific restructuring, mergers or corporate name changes within the last three years.

3. 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 – Services Defined

Respondents are expected to review service requirements in Section 4.0 and describe in detail how the 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) or plans a joint venture with another company to fulfill any portion of the responsibilities outlined within the RFP, each subcontractor and partner must be identified and the qualifications of each firm must be outlined within the proposal submitted. The exact role the subcontractor(s) and/or partner company 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 responsibility 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. 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:

a. Provide a list of all services offered by your company and any upcoming or future services that may become available and added to the resulting contract.

b. Provide a full list of all Commercial Air Carrier’s available through your travel agency.

c. Submit proposed discounts, rebates, or other incentives for services included in the response to this RFP. Discounts can vary based on the specific services (Flights, Car Rentals, Hotel Arrangements, etc.) but should be as complete and comprehensive as possible. The discount program should be easy to understand by the end users of the resulting contract. All discounts or incentives must be held firm for the entire term of the Agreement, including any renewals.

d. Contractor(s) shall be required to offer any special service promotions made available to the general public. If services on promotion have a lower net price than what is available through this contract, the Respondent shall offer the lower of the two prices for the same services to the IA Department and all associated IA travel groups. The University reserves the right to purchase lower priced services outside of this contract if necessary.

e. Describe your plan for continuing communication methods that the successful Contractor plans to utilize to keep IA informed of any changes within the travel industry.
6.7 **Criteria 3 – Financial Proposal**

1. The Financial Summary shall contain a 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 requested in this RFP. **All costs/fees associated with the RFP for which the University is responsible must be included.**

2. 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 the University and its associated external groups.

3. 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. A percentage payment or rebate on (1) Total Airfare and other travel services billed to the University for IA Travel and (2) Group Travel to IA events by IA fans, booster clubs, Tide Pride Members and other members related to the University, whichever sum is greater.

   b. An annual guaranteed rights fee paid to the University.

   c. The provision of no-cost travel vouchers for IA representatives traveling on official IA business. The number of such vouchers to be provided annually and any travel limitations associated with the vouchers.

   d. Potential for waiver of commissions and/or cost savings options for car rentals and hotel reservations. If there is potential to waive, identify those commissions and cost savings.

   e. Ability to document maximum cost savings to IA travelers and the Respondent’s ability to document those savings to the University.

   f. Provision of monthly, quarterly and annual financial reports and other travel management reports required by IA to document the volume of travel by the University.

   g. E-commerce options.

   h. Ability to accept the University’s procurement cards and provide the same benefits of the contract. If fees are associated with using a procurement card this must be detailed in your response.

   i. Signing bonus for contract options.

   j. Prompt payment terms/discount.

   k. Promotions.

   l. Refunds for ticketed travel or events which are cancelled due to Force Majeure.

   m. Alternative financial offerings and cost savings opportunities to the University.

4. Processing fees charged to the University for Airline Tickets and other ticketed travel services, if applicable.

5. Fees associated with after hour, holiday and weekend services provided by the On-Site Agent.

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

7. 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 services as requested and willingness to work with University departments to assure their requirements are met.

b. Web-based procurement solutions

c. Customer Service (detail how product literature, samples and specifications are obtained)

d. Technical Support (training and product in-service support, indicate frequency and any cost)

e. How responses to request for quotes (pricing requests) are accomplished

f. How reservations and services are booked (include methods accepted – i.e. telephone, fax, email, original PO, secured internet line, EDI and other)

g. Change Order and Cancellation policies

h. Compliance with all federal, state and local regulations regarding the sales and distribution of the services

6.8 Criteria 4- Evidence of Successful Performance and Implementation Schedule

1. Respondent shall provide at least five (5) business references, preferably from the management of other higher education customers for whom the Contractor has provided services similar to those outlined within the RFP specifications. 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 and email addresses of the Reference
   - Type of facility
   - Length of time services have been used
   - Size and brief description of work performed

2. Provide references to or attach copies of any unsolicited industry press, which demonstrate your firm’s commitment to continuous 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, with attention to implementation of an on-site agent.

6.9 Criteria 5- Other Additional Information

1. Please provide any additional information that should be considered when evaluating the proposal.

2. 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

- Certificate of PCI Compliance (if you are collecting credit card payments for the University from individuals that are paying the University)
- Insurance certificate
- FERPA statement
- HIPAA 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
- Breadth and quality of Services, warranties, service pricing proposal, additional financial considerations, increased discounts, rebates, 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 and the University reserves the right to reject any exceptions taken to the RFP specifications.

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.
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:</td>
<td></td>
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<tr>
<td>Each Occurrence – Premise/Operation</td>
<td>$1,000,000</td>
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<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>
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<tr>
<td>Commercial Business Automobile Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Professional Liability (Printer’s Errors &amp; Omissions)</td>
<td>$1,000,000 per occurrence/aggregate</td>
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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: (Tara Fuhrman). 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.
FERPA COMPLIANCE

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.
THIS BUSINESS ASSOCIATE AGREEMENT (the “Agreement”) is entered into by and between The Board of Trustees of The University of Alabama, by and on behalf of its member institution, The University of Alabama, Tuscaloosa, Alabama, and specifically its ______________________ (“hereinafter referred to as “UA Covered Entity”) and__________________________________________ (hereinafter referred to as “Business Associate”).

RECITALS

WHEREAS, UA Covered Entity and Business Associate are parties to an agreement (the “Underlying Agreement”) pursuant to which Business Associate provides certain services to UA Covered Entity and, in connection with those services, UA Covered Entity discloses or may disclose to Business Associate certain individually identifiable protected health information ("PHI") that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended from time to time ("HIPAA") and the American Recovery and Reinvestment Act of 2009 ("ARRA"), as amended from time to time.

WHEREAS, the parties desire to comply with the HIPAA standards for the privacy and security of PHI of covered patients/clients of UA Covered Entity;

NOW THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions herein contained, UA Covered Entity and Business Associate enter into this Agreement to provide a full statement of their respective responsibilities and to set forth the obligations of Business Associate with respect to PHI in accordance with applicable federal law.

SECTION I - DEFINITIONS

1.1 Definitions. Unless otherwise provided herein or on Exhibit 1.1 attached hereto, capitalized terms shall have the same meaning as set forth in the HIPAA regulations, 45 CFR Sections 160.103, 164.501 and 164.304, and as set forth in the American Recovery and Reinvestment Act of 2009 (ARRA) and its implementing regulations.

SECTION II – OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Performance of Agreement. Business Associate, its agents and employees (collectively referred to as “Business Associate”) agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as required by law.

2.2 Safeguards for Protection of PHI.

a. Business Associate agrees to use appropriate technical, physical and administrative safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

b. To the extent Business Associate creates, maintains, receives, or transmits electronic PHI (ePHI), Business Associate agrees to implement safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the UA Covered Entity.

c. Business Associate agrees to, as of the Compliance Date of 42 USC § 17931m, comply with the privacy requirements of HIPAA (45 C.F.R. § 164.504(e)) and with the HIPAA Security Rule requirements, including but not limited to provisions on administrative safeguards (45 C.F.R. § 164.308), physical safeguards (45 C.F.R. § 164.310), technical safeguards (45 C.F.R. § 164.312), and policies and documentation (45 C.F.R. § 164.316).

d. Business Associate agrees to have reasonable policies and procedures in place to identify, detect, and respond to identity theft red flags, in compliance with Identity Theft Red Flags and Address Discrepancies under the Fair and Accurate Credit Transactions Act of 2003 Rules, if applicable to Business Associate.

2.3 Reporting of Unauthorized Use and Security Incident. Business Associate will promptly (and no later than 5 days) report to UA Covered Entity any use or disclosure of the PHI not provided for in this Agreement upon becoming aware of it and/or any security incident of which it becomes aware; and will indemnify and hold UA Covered Entity harmless from all liabilities, costs and damages arising out of or in any manner connected with the disclosure by Business Associate of any PHI and/or security incident. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and/or security incident by Business Associate in violation of the requirements of this Agreement. To appropriately respond to an unauthorized or inappropriate disclosure of PHI, Business Associate agrees to establish and maintain a security incident response
team. Business Associate agrees to pay the direct and indirect costs associated with the breach notification requirements as outlined in ARRA.

2.4 Use of Subcontractors. Business Associate agrees to ensure that any agent and/or subcontractor to whom it provides PHI received from, or created or received by Business Associate on behalf of UA Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including but not limited to a requirement that any agent/subcontractor agree to implement reasonable and appropriate safeguards to protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the UA Covered Entity.

2.5 Access to PHI. Business Associate agrees to provide access, at the request of UA Covered Entity, and in the time and manner designated by UA Covered Entity, to Protected Health Information in a Designated Record Set, to UA Covered Entity or, as directed by UA Covered Entity, to an Individual in order to meet the requirements under 45 CFR Section 164.524. To the extent Business Associate uses or maintains an Electronic Health Record of information of or about an Individual, then the Business Associate shall provide an electronic copy (at the request of Covered Entity, and in the time and manner designated by Covered Entity) of the PHI, to Covered Entity or, when and as directed by Covered Entity, to an Individual or a third party designated by the Individual, all in accordance with 42 U.S.C. §17935(e) as of its Compliance Date.

2.6 Amendments by Business Associate. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the UA Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526 at the request of UA Covered Entity or an Individual, and in the time and manner designated by UA Covered Entity.

2.7 Access to DHHS. Business Associate agrees to make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of UA Covered Entity and its policies and procedures relating to adequate safeguards required by the HIPAA Security and Privacy Regulations available to the Secretary, in a time and manner designated the Secretary, for purposes of the Secretary determining UA Covered Entity’s compliance with the Privacy and Security Rule.

2.8 Access to UA Covered Entity. Upon reasonable notice, Business Associate shall make its facilities, systems, books and records available to UA Covered Entity.

2.9 Documentation of Disclosures. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for UA Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

2.10 Accounting of Disclosures. Business Associate agrees to provide to UA Covered Entity or an Individual, in time and manner designated by UA Covered Entity, information collected in accordance with Section 2.10 of this Agreement, to permit UA Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528, and, as of its Compliance Date, in accordance with 42 U.S.C. 17935 (c), and when directed by Covered Entity, make that accounting directly to the Individual. Each accounting shall provide (i) the date of each disclosure; (ii) the name and address of the organization or person who received the PHI; (iii) a brief description of the information disclosed; and (iv) for disclosures other than those made at the request of the subject, the purpose for which the information was disclosed and a copy of the request or authorization for disclosure. Business Associate shall maintain a process to provide this accounting of disclosures for as long as Business Associate maintains PHI received from or on behalf of UA Covered Entity.

2.11 Breach or Misuse of PHI. Business Associate recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of this Agreement and/or legal action.

SECTION III – PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1 General. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, UA Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure complies with the HIPAA Privacy Rule if done by UA Covered Entity. Business Associate agrees to request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; provided that Business Associate shall comply with 42 U.S.C. §17935(b) as of its Compliance Date.

3.2 Specific. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and
administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to UA Covered Entity as permitted by 42 CFR §164.504(e)(2)(i)(B) or to create a Limited Data Set and use such Limited Data Set pursuant to a Data Use Agreement that meets the requirements of the Privacy Rule.

3.3 Remuneration, Marketing, Fundraising. Business Associate agrees to a) not directly or indirectly receive remuneration in exchange for any PHI in compliance with 42 U.S.C. §17935(d) as of its Compliance Date; b) not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. §17936(a) as of its Compliance Date; and c) not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. §17936(b) as of its Compliance Date.

SECTION IV – OBLIGATIONS OF UA COVERED ENTITY

4.1 General. With regard to the use and/or disclosure of PHI by Business Associate, UA Covered Entity agrees:

a. to obtain any consent, authorization or permission that may be required by the Privacy rule or applicable state laws and/or regulations prior to furnishing Business Associate the PHI pertaining to an individual; and

b. that it will inform the Business Associate of any PHI that is subject to any arrangements permitted or required of UA Covered Entity under the Privacy Rule that may materially impact in any manner the use and/or disclosure of PHI by Business Associate under this Agreement, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. 164.522 and agreed to by UA Covered Entity.

SECTION V - TERM/TERMINATION

5.1 Term and Termination. The term of this Agreement shall be effective as of the date of execution of the underlying Agreement between the parties and shall terminate when all of the PHI provided by UA Covered Entity to Business Associate, or created or received by Business Associate on behalf of UA Covered Entity, is destroyed or returned to UA Covered Entity.

5.2 Termination for Cause. Upon UA Covered Entity’s knowledge of a material breach by Business Associate, UA Covered Entity may terminate this Agreement and the Underlying Agreement. Notwithstanding that option, as of the Compliance Date of 42 U.S.C. § 17934(b), if either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this B.A. Agreement, then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before 5 business days of breaching Party after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching Party, then the non-breaching Party may do the following: (i) if feasible, terminate this B.A. Agreement and the Underlying Agreement; or (ii) if termination of this B.A. Agreement or the Underlying Agreement is infeasible, report the problem to HHS. Material Breach shall include Business Associate’s improper use or disclosure of PHI and any changes or any diminution of Business Associate’s reported security procedures or safeguards that render any or all of Business Associate’s safeguards unsatisfactory to UA Covered Entity.

5.3 Termination After Repeated Violations. UA Covered Entity may terminate the Underlying Agreement without penalty if Business Associate repeatedly violates this Agreement or any provision hereof, irrespective of whether, or how promptly, Business Associate may remedy such violation after being notified of the same. In the event of such termination, UA Covered Entity shall not be liable for the payment of any services performed by Business Associate after the effective date of termination.

5.4 Effect of Termination.

5.4.1 Except as provided in Section 5.4.2, upon termination of this Agreement, for any reason, Business Associate shall cease and desist all uses and disclosures of UA Covered Entity’s PHI and shall immediately return or destroy (if UA Covered Entity gives written permission), in a reasonable manner consistent with HIPAA, all PHI received from UA Covered Entity, or created or received by Business Associate on behalf of UA Covered Entity; provided, however, that Business Associate shall reasonably cooperate with UA Covered Entity to ensure that no original PHI records are destroyed. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Except as provided in Section 5.4.2, Business Associate shall certify to UA Covered
Entity that all PHI has been returned or destroyed within 30 days after termination or expiration of this Agreement. If PHI is destroyed, Business Associate must use a method approved by the American National Standards Institute and provide Covered Entity with a certificate of destruction.

5.4.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to UA Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.4.3 Penalties, Investigations, and Cooperation. In addition to any damages recoverable under this B.A. Agreement, the Parties acknowledge that certain breaches or violations of this B.A. Agreement may result in litigation or investigations resulting in civil liability and/or criminal penalties pursued by federal or state governmental authorities of the United States. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

SECTION VI - INDEMNIFICATION/INSURANCE

6.1 Indemnification. Business Associate shall indemnify, defend, and hold UA Covered Entity, its employees, directors/trustees/officers/representatives and agents (collectively the Indemnitees) harmless from and against all claims, causes of action, liabilities, judgments, fine, assessments, penalties, damages, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorney’s fees, expert witness fees, and costs of investigation, litigation or dispute resolution, incurred by the Indemnitees and relating to or arising out of any breach or alleged breach of the terms of this Agreement by Business Associate or its agent or representative. Business Associate shall provide Covered Entity with prompt notice of any claim that may trigger the foregoing indemnification requirements. Upon demand by the Covered Entity, Business Associate shall defend any investigation, claim litigation or other proceeding brought or threatened against the Covered Entity, at the Business Associate’s expense, by counsel acceptable to the Covered Entity. Business Associate shall not enter into any settlement of a claim that triggers the indemnification requirements without the written consent of the Covered Entity.

6.2 Insurance. If UA Covered Entity requires, Business Associate shall obtain and maintain insurance coverage against improper uses and disclosures of PHI by Business Associate, naming UA Covered Entity as an additional named insured. Promptly following a request by UA Covered Entity for the maintenance of such insurance coverage, Business Associate shall provide a certificate evidencing such insurance coverage.

SECTION VII - DISCLAIMER

7.1 Disclaimer. UA COVERED ENTITY MAKES NO WARRANTY OR REPRESENTATION THAT COMPLIANCE BY BUSINESS ASSOCIATE WITH THIS AGREEMENT OR THE HIPAA REGULATIONS WILL BE ADEQUATE OR SATISFACTORY FOR BUSINESS ASSOCIATE’S OWN PURPOSES OR THAT ANY INFORMATION IN THE POSSESSION OF BUSINESS ASSOCIATE OR CONTROL, OR TANSMITTED OR RECEIVED BY BUSINESS ASSOCIATE, IS OR WILL BE SECURE FROM UNAUTHORIZED USE OR DISCLOSURE, NOR SHALL UA COVERED ENTITY BE LIABLE TO BUSINESS ASSOCIATE FOR ANY CLAIM, LOSS OR DAMAGE RELATING TO THE UNAUTHORIZED USE OR DISCLOSURE OF ANY INFORMATION RECEIVED BY BUSINESS ASSOCIATE FROM UA COVERED ENTITY OR FROM ANY OTHER SOURCE. BUSINESS ASSOCIATE IS SOLELY RESPONSIBLE FOR ALL DECISIONS MADE BY BUSINESS ASSOCIATE REGARDING THE SAFEGUARDING OF PHI.

SECTION VIII – MISCELLANEOUS

8.1 Construction. This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA, the HIPAA privacy and security regulations, and ARRA and its implementing regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, HIPAA regulations, ARRA, and implementing regulations.

8.2 Notice. All notices and other communications required or permitted pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement, or to such other address as either party may designate from time to time. All notices and other communications shall be mailed by registered or certified mail, return receipt requested, postage pre-paid, or transmitted by hand delivery or telegram. All notices shall be effective as of the date of delivery of personal notice or on the date of receipt, whichever is applicable.
8.3 **Modification of Agreement.** The parties recognize that this Agreement may need to be modified from time to time to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including, but not limited to, HIPAA and ARRA. The parties agree to execute any additional amendments to this Agreement reasonably necessary for each party to comply with HIPAA and ARRA, including any requirements related to a Chain of Trust Agreement between the parties pursuant to the HIPAA security standards. This Agreement shall not be waived or altered, in whole or in part, except in writing signed by the parties.

8.4 **Transferability.** UA Covered Entity has entered into this Agreement in specific reliance on the expertise and qualifications of Business Associate. Consequently, Business Associate’s interest under this Agreement may not be transferred or assigned or assumed by any other person, in whole or in part, without the prior written consent of UA Covered Entity.

8.5 **Governing Law and Venue.** This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Alabama, without giving effect to its conflict of laws provisions.

8.6 **Binding Effect.** This Agreement shall be binding upon, and shall ensure to the benefit of, the parties hereto and their respective permitted successors and assigns.

8.7 **Execution.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute but one Agreement.

8.8 **Gender and Number.** The use of the masculine, feminine or neuter genders, and the use of the singular and plural, shall not be given an effect of any exclusion or limitation herein. The use of the word “person” or “party” shall mean and include any individual, trust, corporation, partnership or other entity.

8.9 **Priority of Agreement.** If any portion of this Agreement is inconsistent with the terms of the Underlying Agreement, the terms of this Amendment shall prevail. Except as set forth above, the remaining provisions of the Underlying Agreement are ratified in their entirety.

8.10 **Survival.** Sections 5.4.1, 5.4.2, 5.4.3, 8.1, and 8.5, shall survive the termination for any reason or expiration of this B.A. Agreement.

8.11 **No Third Party Beneficiaries.** Nothing in this B.A. Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the day and year written below.

**UA COVERED ENTITY**

By: _____________________________
Name: Julie Shelton
Title: Associate Vice President for Finance
Date: _____________________________

**BUSINESS ASSOCIATE**

By: _____________________________
Name: _____________________________
Title: _____________________________
Date: _____________________________

**ADDRESSES FOR NOTIFICATION PER PARAGRAPH 8.2**

**UA COVERED ENTITY**
Name: _____________________________, Security Officer
Street Address: _____________________________
City, State & Zip: Tuscaloosa, AL 35487
Telephone #: 205- _______________

**BUSINESS ASSOCIATE**
Name: _____________________________
Street Address: _____________________________
City, State & Zip: _____________________________
Telephone #: _____________________________
EXHIBIT 1.1

DEFINITIONS

ARRA. Means the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations. References in this B.A. Agreement to a section or subsection of title 42 of the United States Code are references to provisions of ARRA, and any reference to provisions of ARRA in this B.A. Agreement shall be deemed a reference to that provision and its existing and future implementing regulations, when and as each is effective.

Business Associate. The term “Business Associate” shall mean the entity listed in the first paragraph of this Agreement that is furnishing services to UA Covered Entity.

Compliance Date. This term shall mean, in each case, the date by which compliance is required under the referenced provision of ARRA.

UA Covered Entity. The term “UA Covered Entity” shall mean the entity listed in the first paragraph of this Agreement that is receiving services from Business Associate.

Electronic Protected Health Information (“ePHI”). This term means PHI (as defined below) that is transmitted or maintained in electronic media.

HIPAA. The term “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

Individual. The term “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

Material Alteration. The term “Material Alteration” shall mean any addition, deletion or change to the PHI of any subject other than the addition of indexing, coding and other administrative identifiers for the purpose of facilitating the identification or processing of such information.

Privacy Rule. The term “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

Protected Health Information or PHI. The term “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of UA Covered Entity.

Required By Law. The term “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.

Secretary. The term “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.

Security Incident. The term “security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an “information system,” which is defined to mean an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.


Underlying Agreement. The term “Underlying Agreement” shall mean that certain agreement by which Business Associate provides certain services to UA Covered Entity and, in connection with those services, UA Covered Entity Discloses to Business Associate certain individually identifiable protected health information that is subject to protection under HIPAA.
CHILD PROTECTION ADDENDUM TO CONTRACT

<table>
<thead>
<tr>
<th>Contract Date</th>
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</thead>
<tbody>
<tr>
<td>Contract Number (if applicable)</td>
</tr>
<tr>
<td>Contracting Vendor</td>
</tr>
<tr>
<td>Event/Program/Camp/Service That Is The Subject of Contract</td>
</tr>
</tbody>
</table>

("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**

<table>
<thead>
<tr>
<th>Signature</th>
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<tbody>
<tr>
<td>Name:</td>
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<td>Title:</td>
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<tr>
<td>Date:</td>
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</table>

**The Board of Trustees of the University of Alabama**

<table>
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<tr>
<th>Signature</th>
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<tbody>
<tr>
<td>Name:</td>
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<tr>
<td>Title:</td>
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<tr>
<td>Date:</td>
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</tbody>
</table>
THE UNIVERSITY OF ALABAMA

NON-DISCLOSURE AGREEMENT

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 protect 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
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:

Mailing Address:

Address 1: 

Address 2: City:

City:

State: 

State:

Zip Code: 

Zip Code:

County:

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:

View MOU
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
EXPENDITURE REFERENCE:
For the Period of
July 1, 2014 through June 30, 2015

I. Departmental Travel

After-Hour Calls  22/month average
                  Peak months are December & January

Number of Hotel Bookings  366

Number of Vehicle Rentals  549

Net Air Transactions  2,498

Net Commercial Air Travel  $1,180,476.50

II. Fan Travel

<table>
<thead>
<tr>
<th>Trip</th>
<th>Total Spend</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Virginia – Atlanta</td>
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</tr>
<tr>
<td>Ole Miss – Tupelo, MS</td>
<td>$11,165.00</td>
</tr>
<tr>
<td>Arkansas – Fayetteville, AR</td>
<td>$34,862.00</td>
</tr>
<tr>
<td>Tennessee – Knoxville, TN</td>
<td>$23,843.00</td>
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<tr>
<td>LSU – Baton Rouge, LA</td>
<td>$23,222.00</td>
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<tr>
<td>SEC Championship - Atlanta</td>
<td>$51,276.00</td>
</tr>
<tr>
<td>CFP Semifinal– New Orleans</td>
<td>$328,637.00</td>
</tr>
</tbody>
</table>

TOTAL UA RECEIVED:  $582,175.00