THE UNIVERSITY OF ALABAMA

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

RETURN ALL COPIES OF BIDS 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

INVITATION	NO.:	T053102
INVITATION	NO.:	1053102

Issue Date:	06/10/2013
Title:	Web Based Student Schedule Planner
Buyer:	Melinda Wallace

Phone: (205) 348-5019

Email: mwallace@fa.ua.edu

Bid Responses may NOT be faxed or emailed.

IMPORTANT: SEALED BIDS MUST BE RECEIVED BY 06/25/2013 @ 2:00 P.M. CST TIME

Bid number and opening date must be clearly marked on the outside of all bid packages.

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 bid opening.
 The University reserves the right conditions and patients and the provide the two parts and the provide the provide the provide the two parts and the provide the provide

- 2. The University's <u>General Terms and Conditions</u> and <u>Instructions to Bidders</u>, apply to this Solicitation and shall become a part of any contract issued hereunder.
- For purposes of this Solicitation, the Solicitation documents shall consist of the following components:

 a) Invitation for Bid and any Addenda;
 b) General Terms and Conditions;
 c) Instructions to Bidders
 In the event that any provision of the component parts of the Solicitation conflicts with any provision of any other component parts, the component part first enumerated shall govern.
- 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 barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that The University of Alabama may declare the contract void if the certification is false.

DISCLOSURE STATEMENT

- 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 bid, 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 Invitation for Bids, designed to limit independent bidding or competition;
- The contents of the bid or bids 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 bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.
- 3. The bidder is legally entitled to enter into contracts with The University of Alabama and is not in violation of any prohibited conflict of interest, including those prohibited by the Code of Alabama 13A-10-62, as amended 1975.
- 4. I have fully informed myself regarding the accuracy of the statement made above.

THIS AREA MUST BE COMPLETED DELIVERY AFTER RECEIPT OF ORDER: NAME OF COMPANY: PHONE: FEDERAL EMPLOYER ID NO .: ADDRESS: FAX: PAYMENT TERMS: ADDRESS: E-MAIL: SHIPPING TERMS: CITY, STATE & ZIP CODE: DATE: F.O.B. DESTINATION-PREPAID AND ALLOWED QUOTE VALID UNTIL: SIGNATURE: Typed/Printed Name of Signor

SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.

Please Note New Bid Specification and Requirements Indicated Below

State of Alabama Immigration Law

If the successful bidder is located in Alabama or employs an individual or individuals within the State of Alabama, the successful bidder shall provide a copy of its Employment Eligibility Verification (E-Verify) company profile. To expedite the ordering process, this document may be submitted with the bid response.

If the successful bidder is not located in the State of Alabama and does not employ an individual or individuals within the State of Alabama, the successful bidder shall complete and return the Certification of Compliance form included with this Request for Price Quotation (E-Verify company profile is not required). To expedite the ordering process, this document may be submitted with the bid response.

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

- Log onto <u>www.uscis.gov/everify</u>
- 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 <u>E-Verify Quick Reference Guide</u>.

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

- Log onto <u>www.uscis.gov/everify</u>
- 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.

The following has been added to the University of Alabama's General Terms and Conditions

35. State of Alabama Immigration Law

Pursuant to the State of Alabama Immigration Law, 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.

The University of Alabama requests sealed bids as per attached general and technical specifications or equal unless otherwise specified in the Special Conditions.

<u>All Bidders submitting a bid must read all specifications carefully and respond accordingly</u>. Failure to do so may eliminate your bid from consideration due to non-compliance.

1.0 GENERAL SPECIFICATIONS

- 1.1 All bid responses, technical information and any other attachments furnished to The University of Alabama in response to this request for quotation must be submitted in duplicate (<u>THE</u> <u>ORIGINAL BID AND ATTACHMENTS WITH ORIGINAL SIGNATURE AND ONE EXACT COPY</u> <u>OF THE ENTIRE BID RESPONSE</u>). Bidders who fail to follow this format may be disqualified from the evaluation and award phase of this bid.
- 1.2 The stated requirements appearing elsewhere in this solicitation shall become a part of the terms and conditions of any resulting contract. Any deviations there from must be specifically defined. 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 solicitation.

Note: Bidders shall not submit their standard terms and conditions or purchase order terms as exceptions to or modification of the terms and conditions of this solicitation. Each exception to or modification of a University term and condition shall be individually listed by the bidder. Failure to follow this instruction may result in the determination that a bid submission is non-responsive to a solicitation and the rejection of that bid.

- 1.3 The issuance of a University Purchase Order (P#) or a signed Contract document <u>is required</u> to constitute a contract between the successful Bidder and the University which shall bind the successful Bidder 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#). (Bidders are not to accept or ship items against a requisition number "R" #.)
- 1.4 Any questions concerning these specifications should be directed to the Buyer listed on the signature page.
- 1.5 No department, school or office at the University has the authority to solicit or receive official Solicitations nor authorize Solicitation or Contract changes other than the Purchasing Department. All solicitations are issued under the direct supervision of the Associate Director for Purchasing and in complete accordance with the State of Alabama Bid Law, Section 41-16-20 and University policies and procedures.
- 1.6 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 <u>General Terms and Conditions</u>, <u>Instructions to Bidders</u> shall constitute the entire and exclusive Contract between the University and the successful Bidder.

1.7 State of Alabama Immigration Law

If the successful bidder is located in Alabama or employs an individual or individuals within the State of Alabama, the successful bidder shall provide a copy of its Employment Eligibility Verification (E-Verify) company profile. To expedite the ordering process, this document may be submitted with the bid response.

If the successful bidder is not located in the State of Alabama and does not employ an individual or individuals within the State of Alabama, the successful bidder shall complete and return the Certification of Compliance form included with this Request for Price Quotation (E-Verify company profile is not required). To expedite the ordering process, this document may be submitted with the bid response.

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

- Log onto <u>www.uscis.gov/everify</u>
- 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 <u>E-Verify Quick Reference Guide</u>.

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

- Log onto <u>www.uscis.gov/everify</u>
- 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.

2.0 QUALIFICATIONS AND STANDARDS

Due to the importance of maintaining a safe University environment, it is imperative that the successful bidder meet certain qualifications that will guarantee The University of Alabama the successful Bidder is qualified to furnish and deliver products, equipment and services or furnish, deliver, install, service and/or repair equipment whichever is applicable as required in this Solicitation. In order for Bidders to qualify, the following requirements must be fulfilled:

- 2.1 The Bidder must provide, in writing, a statement that the Bidder has been regularly engaged in business for a minimum three (3) years engaging in furnishing, delivering, servicing, repairing and installing, equipment, goods, or services required in this Solicitation. In lieu of the minimum number of years in business, a performance bond may be submitted in the amount of one hundred (100 %) per cent of the contract price. This bond will be used to secure the completion of the project should the successful Bidder default for any reason. Failure to comply with this requirement may eliminate your bid response from consideration.
- 2.2 Each bidder 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 bidder, 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 bidder. Failure to provide the bond letter or bond will eliminate your bid from consideration in the bid award.

3.0 REFERENCES

References must include at least three (3) other universities, institutions or businesses, which the bidder has successfully provided products, services or installation of equipment similar to those required in this Solicitation in terms of manufacturer, size, features, service or type of installation. The references must include company name, address, project/delivery date, contact name, phone number, and email address.

4.0 **PRODUCT SPECIFICATIONS**

Specify all terms and conditions of the warranties associated with your products with your bid response.

5.0 PRICE QUOTATION

- 5.1 IMPORTANT: It is required that the PRICE QUOTATION SHEET(S) furnished with this Request for Price Quotation be completed and submitted with your proposal. DO NOT send generated price lists as your bid. Failure to comply with this request may eliminate your bid from consideration in the bid award.
- 5.2 All prices shall be quoted furnish and install (if applicable) FOB The University of Alabama, Tuscaloosa, AL 35487 prepay and allowed. Unit prices quoted must include any and all shipping and handling charges. Any freight claims will be the responsibility of the Bidder. The successful Bidder must transport at the time of set-up, the equipment and supplies necessary for this installation to campus. No direct shipments will be accepted.
- 5.3 It is the Bidder's responsibility to verify any information, measurements and obtain any clarifications prior to submitting the bid response. The University is not liable for any errors or misinterpretations made by the Bidder in response to this Solicitation.
- 5.4 The successful Bidder under the specifications required in this Solicitation shall furnish at its expense all equipment, labor, tools, supplies, transportation, insurance and other expenses necessary to fully perform any phase of the requirements of this Solicitation.
- 5.5 Quote prices firm for a period of ninety (90) days following the bid opening date unless otherwise stated in the Special Conditions. Bids that do not guarantee pricing firm for this period may be eliminated. Failure to quote the term for which your prices will remain firm may eliminate your bid from consideration.
- 5.6 The quoted price must include but not be limited to all cables, wires, connectors, etc. to make a complete functioning unit unless specifically stated in the special conditions.
- 5.7 Include with your bid response complete details of your company's Return Merchandise policy, including, but not limited to, amount of any restocking fee required, procedures, limitations, contact person and phone number. While the University does not enter into any purchase with the intent to return items ordered, we do require this information be included with your bid response. Failure to include this information may be grounds for elimination of your bid from consideration.

6.0 DELIVERY, INSTALLATION AND TRAINING REQUIREMENTS

- 6.1 Proposed delivery dates shall be stated in number of calendar days after receipt of order.
- 6.2 All items must be delivered directly to the University by the successful Bidder and placed according to the instructions supplied by the University.

7.0 INSURANCE

- 7.1 See <u>General Terms and Conditions</u> for general Insurance Requirements, Additional Insurance requirements may be listed in the Special Conditions Section.
- 7.2 The successful Bidder shall provide the University Purchasing Department a certificate of insurance listing the required types of insurance and minimum liabilities specified in the <u>General</u> <u>Terms and Conditions</u> unless otherwise modified in the Special Conditions.
- 7.3 The certificate must be received by The University of Alabama Purchasing Department within three (3) days of request. Failure to comply with this request may eliminate your bid from consideration in the bid award.
- 7.4 The University reserves the right to terminate any resulting contract, if the Bidder fails to keep these policies in force for the above amounts or for the duration of the contract period.
- 7.5 The umbrella policy must be listed on the insurance certificate with an explanation of the coverage.

8.0 RESTRICTIONS ON COMMUNICATIONS WITH UNIVERSITY STAFF

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

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

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

9.0 SPECIAL CONDITIONS

9.1 SCOPE OF CONTRACT

The University of Alabama is requesting sealed bids for a **Web-based Student Schedule Planner**. Bidders are requested to submit responses that address each of the requirements as stated in this solicitation, in the order presented, and to include sufficient information to allow the University to evaluate the solution proposed and determine its appropriateness.

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 products and/ or services provided shall be reflective of this quality. The University expects the Contractor to provide the customer service, time, resources and personnel necessary to provide excellent products and/ or services. Failure to perform in an excellent manner may be grounds for cancellation of the contract and/or financial penalty.

The University of Alabama Office of the University Registrar requires that the web-based schedule planner possess the following capabilities:

- 1. The student scheduler product shall allow the University of Alabama product to be "branded" to conform to UA's web presence/style.
- 2. Ellucian Compatibility.
 - a. The product shall be able to accept a direct, automatic data feed from the Ellucian Banner Student on a real time basis.
 - b. The product shall provide for a single sign-on capability from Ellucian Luminis Student Portal.
 - c. The product shall allow for the transfer of Ellucian DegreeWorks Student Educational Planner course data by term to a schedule planner cart and then to Ellucian Banner Student Registration module.
- 3. The product shall be a hosted solution which means individual licenses for each end user is not required.
- 4. The product shall be designed solely for student use in higher education.
- 5. The product shall be compatible with smartphones [Android & IPhone] and tablets.
- 6. The product shall be able to handle linked lectures and labs/recitations.
- 7. Student Functionality
 - a. The product shall enable students to enter breaks and filter student schedules based on times the student wants to schedule around.
 - b. The product shall allow a student to filter by instructor name.
 - c. The product shall allow a student to "lock" a specific course[s].
 - d. The product shall be able to show students classes for which registration has already taken place.
 - e. The product shall be able to show a student classes for which he/she is currently waitlisted..
 - f. The product shall be able to display to students' pre-requisites, co-requisites, honor courses, course descriptions, etc.
 - g. The product shall be able to generate all possible schedules by evaluating all combinations of class offerings evaluates all permutations.
 - h. The product shall be able to compare at least four student-selected potential schedules offered.
 - i. The product shall be able to show the selected schedules in a weekly view.
- 8. ADA Compliant

a. The product shall be able to operate completely in "text-only" mode. Every screen shall have an alternative view and be fully compliant with the Section 508 law regarding students with disabilities being able to use the software with a "screen reader" program. <u>https://www.section508.gov</u>.

9. Client Administrator Functionality.

- a. Reports. All reports shall be in a secured, administrative area and be downloadable in spreadsheet format. As a minimum the report module shall provide:
 - 1. Visual charts tracking student usage of the system.
 - 2. Downloadable spreadsheet of students and when they login.
 - 3. Downloadable spreadsheet of student course demand, categorized by term, subject and course number as well as student ID.
 - 4. Downloadable spreadsheet of student times in which they do not want to take classes, categorized by student ID.
- b. Allow any administrator and/or advisor to log in to the schedule planner in view-only mode as a student or himself/herself.
- 10. Product/Services Defined

Bidders are expected to describe in detail how the following requirements will be fulfilled:

- a. Where will the application be hosted?
- b. To where with the application data be backed up?
- c. What provision for DR is there?
- d. Will the data be comingled with data from other institutions on the same physical hardware?
- e. What operational and performance service level assurances are given?
- f. What patching, upgrade, and maintenance schedules apply?
- g. Who will have access to the University data?
- h. What provision is there for transfer of data to University should the vendor go out of business?
- i. UA will require appropriate filtering to only allow the hosted systems' IP address(es) to communicate with our Banner environment on the minimum required ports.

An electronic version of University's General Terms and Conditions and Instructions to Bidders are available through the University of Alabama Purchasing website:

http://purchasing.ua.edu/purchgenterms.html

http://purchasing.ua.edu/vendors/instructions-to-bidders.pdf

9.2 PRICE QUOTATION

Bidders shall quote a "guaranteed not to exceed" price that will be the maximum amount the University will pay for this application. Pricing shall include the cost of maintaining/support for all software required to operate the system in the manner described in this document as well as all related implementation services. Responses shall include details concerning the implementation schedule and project milestones with realistic completion dates during the implementation process. Quote prices to remain in effect for a twelve (12) month period. The University and successful contractor may renew the agreement for four (4) additional one (1) year periods following the initial one (1) year contract period under the same terms, prices and conditions. The University of Alabama will be the sole determiner of contract extension.

9.3 REFERENCES

The successful bidder shall provide a minimum of three client references from four year public institutions which are active clients at the time of the bid proposal. Two of the three institutions shall be institutions scaled to 30,000 or more currently enrolled students and one shall be an Ellucian Banner institution. References shall be included with the bid response. The references shall include company name, address, project implementation date, contact name, phone number, and email address.

Do NOT use The University of Alabama as one of the references.

Reference 1: Company: Contact: Address:	
Phone: Fax: E-mail:	
Reference 2: Company: Contact: Address:	-
Phone: Fax: E-mail:	
Reference 3: Company: Contact: Address:	-
Phone: Fax: E-mail:	

9.4 SUBCONTRACTORS

Restriction Against Assignment - This Agreement may not be assigned by the successful vendor without written approval of the University Purchasing Department representative. If it is necessary for your company to subcontract any service portion of these bid requirements, you shall state the in your bid response, the name, address, contact information of the subcontractor and the services they will perform. Subcontractors shall meet the same requirements as vendors submitting a bid response. Failure to list a subcontractor on the bid response or failure by the subcontractor to meet bid requirements may eliminate your vendor's bid from consideration in the bid award.

Subcontrac	tor 1:		
Company:_		 	
Contact:		 	
Address:			
Phone:		 	
Fax:		 	
E-mail:		 	
	be performed: _	 	

Subcontrac Company :	tor 2:
Contact:	
Address:	
Phone:	
Fax:	
E-mail:	
Service to I	pe performed:

Subcontrac	tor 3:	
Contact:		
Address:		
-		
Phone:		
Fax:		
E-mail:		
Service to I	pe performed:	

9.5 FERPA Compliance

The parties agree to the terms of the attached Agreement to Comply with FERPA, the terms of which are incorporated herein by reference and are applicable to applicable to student records covered under FERPA, including but not limited to information maintained in any system. All employees and/or contractors of Vendor with access or exposure to UA data shall comply with the terms of said Agreement to Comply with FERPA, 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. **APPENDIX A**

9.5 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.

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.

APPENDIX A

THE UNIVERSITY OF ALABAMA

FERPA and PRIVACY PROVISIONS

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 s hall 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.

THE UNIVERSITY OF ALABAMA

CERTIFICATION OF COMPLIANCE WITH THE STATE OF ALABAMA IMMIGRATION LAW

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

SIGNATURE OF COMPANY OFFICER

PRINT COMPANY NAME

PRINT NAME OF COMPANY OFFICER

PRINT TITLE OF COMPANY OFFICER

DATE







Welcome

User ID Last Login

Log Out

Click any 🕜 for help	Г <u> </u>			
Home	Company Information			
My Cases	· · · · · · · · · · · · · · · · · · ·			
New Cases				
View Cases	Company Name:	View/Edit		
Search Cases	Company ID Number:			
My Profile				
Edit Profile	Doing Business As (DBA) Name:			
Change Password	DUNS Number:			
Change Security Questions				
My Company	Physical Location:	Mailing Address:		
Edit Company Profile	Address 1:			
Add New User		Address 1:		
View Existing Users	Address 2:	Address 2:		
Close Company Account	City:	City:		
My Reports	State:	State:		
View Reports	Zip Code:	Zip Code:		
My Resources	-			
View Essential Resources	County:			
Take Tutorial	Additional Information			
View User Manual	Additional Information: Employer Identification Number: Total Number of Employees:			
Contact Us				
	Parent Organization:			
	Administrator:			
	Organization Designation:			
	Employer Category:			
	Federal Contractor Category:			
	Employees being verified:			
	NAICS Code:	View/Edit		
	Total Hiring Sites:			
	i otai i iii iig oites.	View/Edit		
	Total Points of Contact:	View/Edit		
View MOU		ΛΟυ		



DISCLOSURE STATEMENT

1. Contract/Purchase Order No.

2. Name of Contract/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