



THE UNIVERSITY OF
ALABAMA AT BIRMINGHAM

UNIVERSITY PURCHASING OFFICE

PHYSICAL LOCATION:
801 5TH AVE SOUTH, SUITE 250B3
BIRMINGHAM, AL 35233
(205) 934-4515

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1720 2ND AVE SOUTH
801 BLDG, B10
BIRMINGHAM, AL 35294

REQUEST FOR PROPOSAL

STRATEGIC ENROLLMENT MANAGEMENT

Proposal #: 458
Response Due Date: July 20, 2018
Response Due Time: 2:00pm CST
Attention: Melissa Loats

SECTION I - Introduction

The University of Alabama at Birmingham (UAB) is a research university and academic health center that discovers, teaches and applies knowledge for the intellectual, cultural, social and economic benefit of Birmingham, the state of Alabama and beyond. UAB is internationally renowned for its intensely collaborative culture that has — for more than five decades — produced breakthroughs in education, healthcare, research and service. UAB is the top Alabama university, and is in the top 175 worldwide, in U.S. News & World Report's 2017 Best Global Universities ranking.

With an enrollment of more than 20,900 students in Fall 2017, UAB provides a collaborative learning experience to prepare diverse students for rewarding careers and lives that benefit society and our regional and global economy. In addition, UAB offers exceptional graduate and professional programs that prepare students to lead, teach, conduct research, provide professional services, become the prominent scholars and societal leaders of the future, and contribute to our region's and our nation's prosperity. UAB offers 154 degree programs in nine schools and one college — the Collat School of Business, School of Dentistry, School of Education, School of Engineering, School of Health Professions, School of Medicine, School of Nursing, School of Optometry, School of Public Health and the College of Arts and Sciences — as well as the Honors College and the Graduate School.

UAB is the state of Alabama's largest employer, with some 23,000 employees, and has an annual economic impact exceeding \$7.15 billion. Ten UAB graduate programs were ranked in the top 25 in U.S. News & World Report's 2018 "America's Best Graduate School" list, and 10 UAB specialties were ranked among the nation's top 50 programs of their kind in the magazine's 2017-2018 Best Hospitals report. Total research expenditures at UAB exceeded \$538 million in 2016. UAB's NIH funding, based on 2016 figures, ranks eighth among public universities.

UAB Medicine is the third largest public academic medical center in the country, with more than 1,900 beds and almost 18,000 employees. UAB Hospital is the centerpiece of the UAB Health System and is the teaching hospital for the UAB School of Medicine. Situated among major research centers and clinics, UAB Hospital provides patients with a complete range of primary and specialty care services, as well as the most up-to-date treatments and innovations

in health care. In addition to UAB Hospital, UAB Medicine includes The Kirklin Clinic of UAB Hospital, UAB Callahan Eye Hospital, as well as several primary and specialty care clinics, a dozen member and affiliate hospitals within Alabama, more than 10 cancer associates in the Southeast, and the Viva Health HMO.

UAB is requesting bids for Strategic Enrollment Management. Any contract resulting from this request may be made available to other eligible entities. This may include but is not limited to; The University System, comprised of The University of Alabama, Tuscaloosa, AL; The University of Alabama at Birmingham, Birmingham, AL, and The University of Alabama in Huntsville, Huntsville, AL; The UAB Health System, comprised of the University of Alabama Hospital, Kirklin Clinic, Callahan Eye Foundation, UAB Medical West, UAB Highlands, Baptist Health of Montgomery, VIVA; hereinafter referred to as the System. Each entity will generate its own purchase orders, payments, etc. and delivery must be made according to the instructions on the purchase order.

SECTION II - Specific Requirements

2.1 Scope of Work

The University of Alabama at Birmingham is seeking bids to provide Strategic Enrollment Management consultative services. Key goals and deliverables for this engagement include:

- 2.1.1 Analysis as to current price-sensitivity points by all designated student populations, the impact of current financial aid leveraging strategies, and proposed trade-off options for consideration with continual refinement as UAB moves toward a final decision on its leveraging strategy each year.
- 2.1.2 A financial aid leveraging model that uses significant student-based factors in determining a net-revenue maximized awarding program on a per-student basis to assure effective use of scholarship dollars.
- 2.1.3 Provide tracking reports, projections and continual on-going data analytics throughout the entire awarding contract period to allow for annual modifications to the leveraging strategy as needed.
- 2.1.4 Hold regular monthly update meetings for key UAB staff with metrics and analysis as to the efficacy of the program in place throughout the enrollment cycle.

2.2 Timeline

RFP Issued	Monday, June 25, 2018
Deadline for Questions	Monday, July 9, 2018 4 PM CST
RFP DUE	Friday, July 20, 2018, 2 PM CST
Finalist Presentations	If applicable – August, 2018
RFP Anticipated Award	September 2018

2.3 Proposal Evaluation Criteria and RFP Deliverables

- 2.3.1 Economic Costs and Benefits: Overall price and cost efficiency of purchase
- 2.3.2 Current and past success with UAB and/or other institutions in reaching established enrollment goals.
- 2.3.3 Demonstration as to an effective, client-specific, financial aid net-revenue maximized leveraging analysis and strategy aligned with University enrollment goals that may or may not change throughout the recruitment cycle. Specifically, factors that have affected student behavior along the lifecycle (suspect, applicant, admitted student, enrolled, matriculated) including :
 - Historical data, such as student financial need and academic achievement and the effects on net total revenue, average grant expenditures and other financial factors on a per-student, or per-cohort basis.
 - Identification of the factors, whether fiscal, geographic, or others, from available data sources, that lead to a student decision behavior.
- 2.3.4 Demonstrated clear and effective trade-off options presented for consideration, re-tooled based on customer feedback, and refined until an optimal, customized approach was finalized.
- 2.3.5 A demonstrated consultative relationship throughout the enrollment cycle including regular meetings both on and off-site as necessarily deemed by UAB.
- 2.3.6 Demonstrated effective analysis, metrics, outcome projections and data and reporting throughout the process
- 2.3.7 Demonstration of an effective prospective student predictive model that lead to efficiencies and enrollment success for an institution.

2.4 General

- 2.4.1 Shortlist. The University reserves the right to shortlist the Bidders on all of the stated criteria. However, The University may determine that shortlisting is not necessary.
- 2.4.2 Interviews. The University reserves the right to conduct interviews with all or some of the Bidders at any point during the evaluation process. However, The University may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.
- 2.4.3 Additional Investigations. The University reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.
- 2.4.4 Prior Experience. Experiences with The University and entities which evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.
- 2.4.5 Exceptions To Contract Terms And Specifications. The Bidder shall clearly identify any proposed deviations from the Contract Terms or Specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's proposal, The University will assume complete conformance with The University's Contract Terms and Specifications which are included as "Agreement for Services". Bidders who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the Request for Proposal cannot be modified without the express written approval of the Director of Procurement or his/her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his/her designee, the contract provisions contained in The University's Request for Proposal shall prevail.

SECTION III - General Requirements

3.1 General Information. Vendors are invited to submit proposals regarding this Request as further defined herein by UAB. Each vendor, by responding to this request, represents that they have read and understand all documents in this RFP.

3.2 Definitions. This section contains definitions that are used throughout this document, including appropriate abbreviations.

Contract	An agreement for the procurement of the products or services specified in this request.
Contractor	The terms "contractor," "company," "vendor," and "supplier" mean the successful vendor awarded the contract to provide the services described in this RFP.
Desirable	The terms "may," "can," "should," "preferably," and "prefers" identify a desirable or discretionary item or factor.
Mandatory	The terms "must," "shall," "will," "is required," and "are required" identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the vendor's response.
Request or RFP	All documents, including those attached or incorporated by reference, used for soliciting proposals.
UAB, University, or University of Alabama at Birmingham	Refers to the University of Alabama at Birmingham or its designated agents

3.3 Intent. The intent of this RFP is to select a single vendor. UAB reserves the right to make a dual award if deemed advantageous and in the University's best interest.

3.4 Questions

- 3.4.1 All questions pertaining to this Request should be submitted via email to Melissa Loats, Assistant Manager, University Purchasing at mloats@uab.edu no later than 4 PM CST, July 9, 2018.
- 3.4.2 No information or answers provided verbally will be considered valid or binding.
- 3.4.3 Responses to questions will be sent to all bidders as an addendum to the RFP and posted to the bid website <http://financialaffairs.uab.edu/bidbulletinboard.asp>.

3.5 Address. Responses are to be addressed in the following manner:

UPS/FedEx Address

Attn: Melissa Loats
801 5th Ave South, Suite 250B3
Birmingham, AL 35233

Mailing Address

Attn: Melissa Loats
1720 2nd Ave South
801 Building, Suite B10
Birmingham, AL 35294

It is the responsibility of the vendor to ensure that their bid response is received in University Purchasing Office by the opening date/time regardless of the mailing method.

3.6 Opening of Proposals. The proposal opening will be held on 2pm, July 20th in the 801 Building located at 801 5th Ave South, Birmingham, AL. Vendors may attend the opening of proposals, but no information or opinions concerning the ultimate contract award will be given at the opening or during the evaluation process. After the public opening of the proposals, the results will not be available to vendors until after an award is made. Proposal results and tabulations will not be made available by telephone or mail. Award information may be reviewed in the University Purchasing Office by appointment during normal working hours.

3.7 Drug-free Compliance. By virtue of the signature on the response to this RFP, the company certifies that all its employees while working on System properties will not purchase, transport, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

3.8 Response Format. Vendors are required to submit responses in hardcopy and electronic formats. Electronic responses are to be in Microsoft Word format in a font other than Times New Roman. Vendors are to insert their responses immediately following each specification on the electronic copy.

3.8.1 Vendor's submission must include the following:

- 3.8.1.1 one (1) original
- 3.8.1.2 four (4) copies (complete)
- 3.8.1.3 one electronic copy on a USB thumb drive marked with company name and bid #

3.8.2 Each copy of the response should be placed in a single volume where practical. All documents submitted with the response should be in that single volume. One copy must be marked as "original" with the company authorized signature.

3.8.3 Hardcopy responses should include a separate section, listing each vendor response by corresponding UAB specification number.

3.8.4 Vendor's proposal must include a response to each section and paragraph of this request (beginning with Section I). Where a particular requirement, approach, or service has been stated, the vendor must reply if it will or will not comply. Failure to provide a response to an item will be treated as the vendor's non-compliance with that item. Where a statement of non-conformity is provided, the vendor must indicate its reasons for doing so, describe its proposed alternative, and explain the impact and/or benefit to the System from its proposed alternative. If a preference has been stated, the vendor may propose an alternative, provided the vendor demonstrates that the alternative has no negative impact or is more beneficial. All responses should be succinct and concise.

3.8.5 Vendor responses for each specification are to be completely contained within each section in the order they appear in this request. (Section 1, 1.2, Response). Do not refer responses to a secondary location of the question's information (i.e. user's manual p.141).

3.8.6 All questions should be answered as concisely as possible. Ambiguous statements such as, "all reasonable effort to provide..." etc., will be considered as non-responsive. Failure to address any of the requirements could subject the response to rejection.

3.9 Term. The term of this agreement will be for two (2) years commencing upon award. UAB shall have the right to exercise up to five (5) additional one (1) year options for a potential total of 7 (seven) years before the service is to be competitively re-bid.

3.10 Pricing

- 3.10.1 Pricing for this contract must be firm for the initial term of the agreement. Upon mutual agreement between the successful vendor and the University, this contract may be renewed for five (5) additional twelve-month periods with a negotiable price adjustment in years three (3) through seven (7) not to exceed the change in the Consumers Price Index Urban (CPI-U) for the preceding year or 1%, whichever is less. Once agreed to by all parties, such new pricing shall remain fixed for the next year of the contract. If adjustments cannot be negotiated to agreement by both parties prior to the expiration of the contract, the contract will terminate on the expiration date.
- 3.10.2 Vendor or UAB may request a price adjustment because of changes in its costs due to the effect of service levels in exceeding or falling below initial service estimates by more than 20%, volatile market conditions, beyond its control, on the prices of commodities, raw materials, or other expense lines which are essential to its operation. Vendor shall list each of these factors to be considered (see below) and specify the percentage (%) of Total Expenses that particular factor accounts for, as shown in the company's latest audited financial statement. Vendor response must include supporting documentation for any such items listed.
- 3.10.3 In any such request the vendor shall justify and provide adequate proof of changes in its costs due to the item(s) listed. After examination of proof submitted, the System may allow, negotiate further, or totally disallow the requested adjustment. Such adjustments will be allowed no more than once per quarter and will be effective only for the following quarter. At the end of that quarter, pricing will revert to the pre-adjustment level unless vendor provides documentation to support the need for the increase to continue for the next quarter. Vendor is required to adjust UAB's pricing immediately and accordingly should market conditions during the quarter return to their previous status. UAB reserves the right to approve or reject requested price increases; however, with adequate evidence based upon the above criteria, UAB will not unreasonably deny price increases.

3.11 Value Propositions. Respondents are encouraged to include additional "Value Propositions" which might be of interest to UAB. Examples of these "Value Propositions" include but are not limited to: Signing Bonus, Conversion Bonus, Volume Rebates, Large Order Rebates, Extended Contract Incentives, Discount Terms, etc.

SECTION IV - General Conditions

4.1 RFP Process

- 4.1.1 The University of Alabama at Birmingham reserves the right to reject any or all responses and to waive informalities.
- 4.1.2 The University reserves the right to award this contract by category, all or none, or to make multiple awards if deemed advantageous and in the University's best interest.
- 4.1.3 All information shall be entered in ink or typewritten. Mistakes may be crossed out, corrected and initialed in ink by a company representative. An authorized individual must sign the response labeled "original" in ink; failure to do so will result in rejection of response.
- 4.1.4 Vendors are to return responses in a SEALED package. Responses must be received in the University Purchasing Office prior to the date shown above. Late responses will not be considered. The request number, opening date, opening time and vendor's name must appear on the outside package regardless whether it is regular mail or express mail.
- 4.1.5 The University cannot accept faxed responses.
- 4.1.6 No response may be withdrawn without approval from the University Purchasing Office. Any request for withdrawal must be in writing to the representative within ten (10) days after opening date with justification for reason of withdrawal. More than two (2) such requests could result in removal from our approved vendor list. No response may be withdrawn after awards have been made. The vendor will be required to provide the item or service quoted at the price quoted. If a withdrawal is made after the award the vendor will be considered in default.

- 4.1.7 All responses become a matter of public record at award. The University accepts no responsibility for maintaining confidentiality of any information submitted with response whether labeled confidential or not.
- 4.1.8 Any exception taken to any portion of this request must be so stated on the response sheets or the University will assume compliance with all requirements as stated. The successful vendor will be responsible and accountable for providing those items as specified in its response.
- 4.1.9 Requests received by the date shown will be analyzed by the University Purchasing Office. It is expected to take approximately six (6) weeks to tabulate the responses and produce an analysis. Responses shall remain firm for one hundred eighty (180) days from date of opening.
- 4.1.10 It is expected that this request will be complete and unambiguous. However, vendors seeking clarification to this request should deliver any inquiries in writing to the University Purchasing Office at the above address.
- 4.1.11 Written replies of general significance will be forwarded to all vendors invited under this request. Prospective vendors acknowledge that no other source is authorized to provide information concerning this request.
- 4.1.12 Any changes to specifications during the contract period without written approval of the University Purchasing Office will be considered a breach of contract.
- 4.1.13 It is the vendor's sole responsibility to include in its response sufficient product literature, specifications, and other information necessary to completely describe the products and/or services being offered.
- 4.1.14 Brand names, if used, are shown to establish a level of quality.

4.2 Legal

- 4.2.1 The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and vendor's activities undertaken pursuant to this agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to vendor's activities and operations hereunder. The final agreement shall be governed and construed in accordance with the University of Alabama at Birmingham Terms and Conditions and the laws of the State of Alabama.
- 4.2.2 Vendor represents and warrants that all articles and services covered by the request meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as of the date of this offer. When applicable, all articles and services must also meet or exceed other federal requirements including but not limited to the Americans with Disabilities Act of 1992 and the Food and Drug Administration. The performance of this contract by vendor will not violate the provisions of the Civil Rights Act of 1964, The Rehabilitation Act of 1973, and the Vietnam ERA Veterans Readjustment Assistance Act of 1974.
- 4.2.3 The furnishing of materials, supplies, equipment or services to UAB under this purchase order, contract, requests or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of and pertinent regulations promulgated under Executive Order 11246, dated September 28, 1965, as amended (Equal Opportunity Employment), issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the Civil Rights Act of 1964.
- 4.2.4 To the extent not exempt, this contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individual with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 4.2.5 The parties understand that this agreement will be subject to section 952 of the Omnibus Reconciliation Act of 1980 and its corresponding regulations at 42 C.F.R. part 420 if the contract includes furnishing of services at a cost or value of \$10,000 or more over a twelve-month period.
- 4.2.6 Regardless of any contrary provision(s) hereof, this Contract unilaterally may be amended in writing by UAB as reasonably required for compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (referred to in this Section as "HIPAA"), with any and all applicable regulations issued in any form under HIPAA, and with any amendment(s) to HIPAA and/or said regulations. UAB promptly shall provide to Contractor a copy of an amendment made

by UAB pursuant to this therein, or if no such date is specified, as of the date required for compliance with both HIPAA and the regulations referred to above in this section.

- 4.2.7 Vendor represents and warrants that vendor and any of its directors, officers, employees, or agents providing services under this Agreement: (a) are not "sanctioned persons" under any federal or state program or law; (b) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) have not been listed on the General Services Administration's List of Parties Excluded individuals or entities; (d) have not been listed on the General Services Administration's List of Parties Excluded from Federal Programs; and (e) have not been convicted of a criminal offense related to health care. Vendor shall immediately notify University in the event that vendor is no longer able to make such representations, and University may upon five (5) business days' written notice terminate this Agreement.
- 4.2.8 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 into Alabama. By submitting a bid in response to this Request for Proposal, 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 at Birmingham may declare the contract void if the certification is false.

4.3 Indemnification

- 4.3.1 The vendor hereby covenants and agrees to indemnify and hold harmless UAB and it's officers, agents, and employees from and against any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property and shall also assume all liability for injury and/or damages to adjacent or neighboring property by reason of the performance of its obligations hereunder, whether such activities or operations are being performed by the vendor or by a subcontractor of the vendor, or by anyone directly or indirectly employed by them. The vendor also covenants and agrees to hold UAB and it's officers, agents, and employees harmless from and against all judgment costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against UAB or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from UAB will resist and defend such action or proceeding by qualified counsel. However, the provisions of this section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of UAB, or its officers, agents, or employees. Any claims, which the vendor may have against UAB, shall be submitted to the Alabama State Board of Adjustment.
- 4.3.2 UAB shall not be responsible or be held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any equipment used by the vendor or any of the vendor's agents, servants, or employees, even if such equipment is furnished by UAB to vendor. The acceptance or use of any such equipment by vendor shall be construed to mean that the vendor accepts full responsibility for, and agrees to indemnify UAB against any and all loss, liability, and claims for injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage or injury is to an employee, agent, or servant or the property of the vendor, other vendors, UAB, or other persons.
- 4.3.3 The purchase of insurance by the Vendor shall in no event be construed as a fulfillment or discharge of the obligations set forth in this section – Indemnification.

4.4 Insurance

- 4.4.1 Vendor shall, at their own expense, maintain insurance of such types and in such amounts as are necessary to cover their responsibilities and liabilities on a project of the character contemplated under this contract and shall require any Subcontractors to carry similar insurance. The Board of Trustees of the University of Alabama, University of Alabama at Birmingham and its trustees, officers, employees and agents shall be named as additional insureds on the general and auto liability policies. The Board of Trustees of the University of Alabama, the University of Alabama at Birmingham, its trustees, officers, employees and

agents shall also be named as additional insureds on the umbrella/excess policy if required to meet the minimum limits set forth below and on environmental impairment liability policies if required.

- 4.4.2 A Certificate(s) of insurance will be provided to UAB before work can commence. The Certificate will evidence all coverage required and specify the terms required as noted below. The Certificate will note the additional insured as required above and will provide for at least 30 days written notice of cancellation or non-renewal to UAB. Policies will apply as primary as to the additional insured without any contribution from insurance or any self-funded program maintained by the Owner.
- 4.4.3 Policies may include a deductible, but the Vendor will be responsible for payment of that deductible on their own behalf and on behalf of UAB as an additional insured.

Type of Insurance	Minimum Limits of Liability Required
Workers' Compensation	Statutory – Alabama
Employers Liability	\$2,000,000 (each employee, each accident and policy limit)
Commercial General Liability Each Occurrence Personal and Advertising Injury Products/Completed Operations General Aggregate (Per Location) Including Additional Insured endorsement CG 2026	\$2,000,000 2,000,000 2,000,000 2,000,000
Automobile Liability including Garage-keepers legal liability if appropriate (all owned, hired and non-owned vehicles)	\$2,000,000 each accident – combined single limit

- 4.4.4 These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a “follow form” basis or forms no more restrictive than the primary policies. Insurance carrier shall be rated A- or better by A.M. Best. Defense costs should be payable in addition to the policy limits with the exception of Professional Liability and Environmental Impairment Liability if indicated.
- 4.4.5 For contracts that involve any design work or other professional services that could expose the Vendor or the University to a monetary loss arising out of the rendering or failure to render those services, add the following:

Professional Liability (of the nature adequate to cover the Vendor's liability arising out of any design or other professional services to be provided under this contract)	\$2,000,000 each occurrence and annual aggregate
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- 4.4.6 For contracts that involve an environmental exposure add:

Pollution Legal Liability (Optional – to be required if any specific environmental services are to be provided under the Contract)	\$2,000,000 Third Party Liability – per claim \$2,000,000 Third Party Clean Up – per claim
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- 4.4.7 IF ANY COVERAGE IS PROVIDED ON A CLAIMS MADE FORM, THE COVERAGE MUST BE MAINTAINED FOR A MINIMUM OF THREE YEARS BEYOND THE EXPIRATION OF THIS AGREEMENT.
- 4.4.8 Unless otherwise specified in the contract, the Vendor shall be responsible for their own equipment or other property used in the completion of this project and shall, at their own expense, pay for and maintain property insurance covering such property for loss by fire or other perils including vandalism.
- 4.4.9 Unless waived by UAB in writing, the Vendor shall obtain, pay for and maintain a performance and payment bond for 100% of the original contract amount naming UAB as obligee. The Vendor will bear responsibility for advising the Bonding Company of all changes in the amount of the contract. If the laws of Federal, state or Local Governments or other authorities that have lawful jurisdiction over this project

contain provisions beyond these requirements, such laws shall govern and Bonds shall be furnished in accordance with those provisions.

- 4.4.10 Vendor shall not commence work under this Contract until the insurance and bonds required under this Article have been obtained and the University has approved such insurance. The Vendor shall not allow any Subcontractor to commence work on his Subcontract until appropriate insurance and bonds have been obtained by the Subcontractor. Each and every Vendor and sub-contractor shall maintain all insurance and bonds required under this Article during the life of this Contract and shall maintain general liability insurance for not less than two years after completion of this Contract and final. Bonds will remain in effect for the term of the warranty or warranties required in the Contract and specifications.
- 4.4.11 UAB shall have the right to inspect and approve Vendor's insurance including review of the entire policy and all attachments upon request.

4.5 Ethics

- 4.5.1 If 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 a public official or public employee (including the University) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the University reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-1, within ten (10) days of award.
- 4.5.2 University employees are not allowed to accept personal gifts or gratuities. By accepting this agreement, payee certifies that no University employee or official, no family member of a University employee or official will receive a benefit from this agreement, except as has been previously disclosed, in writing, to the University.
- 4.5.3 Vendors are required to complete the "Full Disclosure Statement" (attached). Failure to provide the information when requested will result in a non-award of the referenced products and/or services.
- 4.5.4 Any agreement or collusion among vendors or prospective vendors in restraint of freedom of competition, by agreement to respond at a fixed price or to refrain from responding, or otherwise shall render the responses of such vendors void. Each vendor certifies that he has not been a party to such an agreement by signing this request.

4.6 Market Competitive

- 4.6.1 Unless otherwise expressly agreed in any exhibit to this contract, the award prices shall not be increased and any discount shall not be eliminated or reduced during the term. In addition to any changes made to assure market competitiveness, vendor may lower the award prices or increase any discount applicable to the purchase of the products at any time.
- 4.6.2 Vendor agrees that the prices, quality, value and technology of all services provided under this contract shall remain market competitive at all times during the term. Vendor agrees to provide prompt written notice to the University of any offer for the sale of products or services by vendor during the term of this agreement where the terms are more favorable to the offeree than the terms of this contract. Vendor shall lower the award prices or increase any discount applicable to the purchase of services as necessary to assure market competitiveness. If at any time during the term the University receives information from any source suggesting that vendor's prices, quality, value or technology are not market competitive, the University may provide notice of such information to vendor, and vendor shall, within ten (10) business days, advise the University in writing of and fully implement all adjustments necessary to assure market competitiveness.
- 4.6.3 The University is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include, but are not limited to, manufacturer's price reductions and special promotional offerings.
- 4.6.4 Any warranty terms, other than warranties established by the laws of the State of Alabama, must be explicitly set forth on the request form.

4.7 Pay Terms

- 4.7.1 Standard payment terms are Net 30 days from date of invoice unless otherwise stated. Payment terms less than Net 30 days may not be considered for award. C.O.D. orders are not acceptable. Unless

otherwise stated, prompt payment discounts or accompanying letters stating additional discounts offered may not be considered in award. Awards will be made based on the price shown on each line item. Any discounts offered should be shown in the net price of each line item.

- 4.7.2 Unless otherwise stated by the University, prices are to be quoted F.O.B. Destination, Freight Prepaid. Successful vendor must assume all responsibility for damage in transit. Any response not in accordance with this requirement may be rejected.
- 4.7.3 Do not include Federal Excise or State Sales Tax in your proposal. The University is exempt from both of these taxes. If a Tax Exemption Certificate is required, one will be furnished to the successful vendor.
- 4.7.4 It is understood and agreed that No fuel surcharge will be applied unless so noted in the vendor's response. If the vendor quotes a fuel surcharge, it will be included in the final bid analysis.
- 4.7.5 Invoice reconciliation must occur within (12)-twelve months of invoice date. Vendor must provide the Accounts Payable department with an itemized, monthly statement requesting resolution within this (12)-twelve month period. Invoices presented for payment beyond this (12)-twelve month period may not be honored. Vendor statements reaching \$50,000 or more in the (90)-ninety day pay status must be brought to the immediate attention of the Accounts Payable Director for resolution. Vendor shall not impose payment penalties of any kind, including, but not limited to, late fees, service charges, interest, or placing UAB on credit hold.
- 4.7.6 The University, in its sole discretion, may use the following forms of payment: Check, Wire Transfer or Purchasing Card. No additional fees shall be added for acceptance of any of these payment methods.

4.8 Agreements. All license agreements or, contracts, which must be signed prior to delivery of proposed service, must be included with the proposal for review by the University. Documents not submitted with the response may not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST, vendor's response, and any resulting contract award will prevail.

4.9 Damage. The successful vendor will be responsible for any damage to University property when such damage is inflicted by their employees, or agents of the vendor, or any sub-contractor of the vendor.

4.10 Vendor Visitation. Vendor shall consult with the University Purchasing Office to identify the University's policies relating to access to facilities and personnel. Vendor and vendor representatives shall comply with such policies.

4.11 Small Disadvantaged Business. The University is committed to its efforts to ensure the opportunity for participation of small, disadvantaged businesses in the procurement of goods and services. The University is required to report purchases under governmental contracts. Vendors may be required to provide detailed reports of all minorities, women-owned and other small, disadvantaged business participation in the award of this contract.

4.12 Contract Cancellation

- 4.12.1 The University Purchasing Office has the right to cancel any contract, in accordance with University Purchasing Rules and Regulations, for cause, including, but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal laws; and (6) any other breach of contract.
- 4.12.2 The University reserves the right, for its convenience and without cause or penalty, to terminate this agreement effective on the last day of any agreement year following the initial agreement term, at the end of each fiscal year, or on (60) sixty days' notice.

4.13 Certification and Signature. I have read all of the general terms and conditions of this request. I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or service and is in all respects fair and without collusion or fraud. I am authorized to make this offer and sign this request for the vendor.

Date	_____	Company	_____
Name	_____ (Please Type)	Authorized Signature	_____ (Sign In Ink)
Title	_____ (Please Type)	Address	_____
Telephone	_____	City, ST, ZIP	_____

Appendix A

VENDOR DISCLOSURE STATEMENT

Complete and sign the UA System Vendor Disclosure Statement located at the below address:

<http://www.contentedits.com/img.asp?dl=1&t=2&id=65974>

Appendix B

ALABAMA IMMIGRATION AFFIRMATION OF COMPLIANCE

Applicable only to business entities or employers employing one or more employees within the state of Alabama.

To the extent applicable, 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. Notwithstanding the above, the Board of Trustees of the University of Alabama whether acting as the University of Alabama at Birmingham, the University of Alabama Hospital, the University of Alabama School of Medicine, the University of Alabama School of Dentistry or the University of Alabama School of Optometry cannot waive its immunity conferred by Ala. Const. Art. I § 14. Nothing herein shall be construed as a waiver of that immunity.

Appendix C

CERTIFICATION OF COMPLIANCE WITH SECTION NINE OF ACT 2011-535

The undersigned officer of _____ (Company) certifies to The Board of Trustees of the University of Alabama (University) that the Company shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and does attest to such by sworn affidavit signed before a notary. Furthermore, the Company certifies that it has provided its one-page E-Verify Company Profile Document to the University. During the performance of the contract, the Company shall participate in the E-Verify Program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The Company also certifies that it will obtain sworn affidavits signed by a notary from any subcontractors furnishing goods/services under this contract attesting to the fact that they do not employ, hire for employment, or continue to employ an unauthorized alien and that they participate in the E-Verify Program and verify every employee that is required to be verified according to the applicable federal rules and regulations.

PRINT COMPANY NAME

SIGNATURE OF COMPANY OFFICER

PRINT TITLE OF COMPANY OFFICER

DATE

Sworn and subscribed to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My commission expires:_____