



**AUBURN UNIVERSITY
AT MONTGOMERY**

Auburn University at Montgomery

Request for Proposal

Laundry Service

RFP NO. B0008334

Due: 10:00 a.m. CST on June 13, 2019

Cover Page

Bid ID - B0008334 Issue Date - 05/23/2019 Description - AUM Laundry Service for Residence Halls Name - Lori Nielsen Phone - 334-244-3225	Via Mail Via Courier	Return Original Bid To Auburn University Montgomery Procurement and Payment Services P.O. Box 244023 Montgomery, AL 36124 7430 East Drive Library Tower 9th FL, RM 921 Montgomery, AL 36117
--	---	---

**This bid will be opened at 10:00 am on 06/13/2019
at Rm 910, Library Tower, Montgomery, AL 36117.**

After 8:00 AM on 06/13/2019 bids must be hand delivered to Rm 921, Library Tower, Montgomery, AL 36117.

- Pursuit to the provisions of the State of Alabama Competitive Bid Law rules and regulations adopted there under sealed bids will be received on the items noted herein by Procurement and Business Services of Auburn University, until the date and time stated above.
Bid number and opening date must be clearly marked on the outside of all bid packages.
- Interested bidders should review Auburn University's Standard Terms and Conditions located at "<http://www.auburn.edu/administration/business-finance/pdf/terms.pdf>" for additional information prior to responding to the RFB/RFP.
- All bids are to be "F.O.B. Destination - Freight Prepaid and Allowed."**
- A.U. policy requires disclosure of certain information consistent with Ala. Law 2001-955, Sec. 4(a) (1) (2) & (3). By submitting your bid, or proposal, you affirm, under oath, that no relationships exist as in the referenced law. If relationships do exist, and the award amount is above \$5000, the awardee will be required to submit a more detailed form regarding these relations. No award will be made to anyone refusing to disclose the required information. This form is located at: <http://www.ago.state.al.us/Page-Vendor-Disclosure-Statement-Information-and-Instructions>
- 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 THIS BID, 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 awarding authority may declare the contract void if the certification is false.
- Bidder certifies that neither it, nor any of its employees who will provide or perform services under this contract have been debarred, suspended or declared ineligible as defined in the Federal Acquisition Regulation (FAR 48 C.F.R. Ch 1 Subpart 9.4). Bidder will immediately notify the University if the Bidder or any of its employees who will provide or perform services under this contract is placed on the Consolidated List of Debarred, Suspended, and Ineligible Bidders.
- Section 9 of Act 2011-535, the new Alabama Immigration Law, requires that a certification of Compliance Form and corresponding copy of the vendor one page E-Verify Company Profile Document (or MOU) be on file for certain vendors to whom contracts are awarded by the University system (including AU, AUM, ACES and AAES units). Before a contract can be awarded or a purchase order issued for these goods/services, the vendor will be required to complete this certification process on-line via the AU Vendor Center (www.vendor.auburnuniversity.net). For more information about the E-Verify process, check one of the following websites: <http://www.uscic.gov/e-verify> and <http://immigration.alabama.gov>
- AU reserves the right to award in whole or in part, by line item, or make multiple awards, where such action serves Auburn University's best interest.

Company Name: _____	Phone: _____
Address: _____	Fax: _____
City: _____	Other: _____
State: _____	Email: _____
Zip Code: _____	Website: _____

Bids may not be faxed directly to the University in response to this Request for Quotation.

Bids must be signed in ink or it will not be considered.

Signature: _____ Date: _____

All bids submitted shall be in compliance with the conditions set forth herein. The bid procedures followed by this office will be in accordance with these conditions. All interested bidders are urged to read and understand these conditions prior to submitting a bid.

Auburn University Montgomery

Procurement and Payment Services
P.O. Box 244023
Montgomery, AL 36124
Phone (334)244-3130

Vendor Response/Quotation Page

Bid ID - B0008334	Via Mail	Return Original Bid To Auburn University Montgomery Procurement and Payment Services P.O. Box 244023 Montgomery, AL 36124
Issue Date - 05/23/2019		
Description - AUM Laundry Service for Residence Halls		
Name - Lori Nielsen	Via Courier	7430 East Drive Library Tower 9th FL, RM 921 Montgomery, AL 36117
Phone - 334-244-3225		
This bid will be opened at 10:00 am on 06/13/2019 at Rm 910, Library Tower, Montgomery, Al 36117.		

After 8:00 AM on 06/13/2019 bids must be hand delivered to Rm 921, Library Tower, Montgomery, Al 36117.

Please bid the following as specified.

Item	Description	UM	QTY	Unit Price	Total Price
1	See Specifications in RFP	lot	1		

Comments: Responses must be returned before 10:00am on 6/13/2019, in a sealed envelope with #B0008334 clearly marked on the outside.

Specification questions should be directed to aum.rfp@aum.edu

On site review: will be held 2:00pm, May 30, 2019

Bid Term: The contract period will be for three (3) years effective from the contract award date. The University reserves the right to extend this contract for an additional two (2) one-year periods, with a total contract term no more than five (5) years.

Performance Bond: Alabama law requires a performance bond on all bids for services costing \$7,500.00 or more. Therefore, if the total amount of this bid is \$7,500.00 or more, the successful bidder must provide a performance bond equal to 10% of bid within 10 days of being awarded the bid. The bond can be from a reputable insurance or bonding company, a cashiers check, or a money order. No cash, personal checks, or business checks will be accepted. The bond/check must be received in the Procurement Department before a purchase order can be processed for this bid.

The bond from the successful bidder will be kept on file until satisfactory completion of the bid contract. Checks will be deposited and upon satisfactory completion of the bid contract, a refund check will be issued.

Auburn University

WE PROPOSE TO FURNISH THESE ITEMS AT PRICES LISTED OPPOSITE EACH, AND GUARANTEE THAT IF THE ORDER IS PLACED WITH US WE WILL FURNISH THESE GOODS IN ACCORDANCE WITH YOUR SPECIFICATIONS SHOWN ABOVE UNLESS OTHERWISE INDICATED. IN SUBMITTING THIS BID WE STATE THAT AGREEMENT OR COLLUSION DOES NOT EXIST AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING

I. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract, for the operation, and management of the included (free to use) laundry in Housing and Residence Life facilities at Auburn University at Montgomery, hereafter referred to as the “University”.

This Request for Proposal (RFP) specifies the minimum level of service required. Proposals submitted by Contractor must respond to all proposal instructions and, at a minimum, respond to all of the requirements, specifications, terms, conditions, and provisions hereinafter contained in the RFP.

II. CONTRACT DURATION

The contract period will be for three (3) years effective from the contract award date. The University reserves the right to extend this contract for an additional two (2) one-year periods, with a total contract term no more than five (5) years.

II. STATEMENT OF NEEDS

The University desires to offer the highest quality included (free to use) laundry facilities, equal to or superior to national commercial and collegiate facilities. Approximately 1,200 students, housed in 10 residence halls and approximately 300 summer residents may utilize in-house laundry facilities. The University currently has 10 washers & 12 dryers in North Commons; 32 washers & 32 dryers in each of the seven (7) buildings in The Courtyards (Redbud Court, Dogwood Court, Poplar Place, Pine Place, Lilac Hall, Plum Place and Maple Hall); 3 washers & 4 dryers on each of the 5 floors in Warhawk Hall and 4 washers & 4 dryers on each of the 4 floors of P-40 Place. (Total Units: 265 washers; 272 dryers)

A.

GENERAL

1. The Contractor shall furnish all supplies, material equipment, management, and labor necessary for the professional, efficient, sanitary and ecologically sound operation of the included laundry facilities.
2. The Contractor shall purchase, install, service, and maintain laundry equipment located in all Residence Halls listed above.
3. Contractor shall provide all federal, state and local licenses and permits necessary at the time this contract is executed, covering the service the contractor provides at the University. The Contractor shall pay all excise and retail sales and other taxes imposed and all fees for permits, licenses, approvals and renewals thereof required with respect to the conduct of its operations/services.
5. Vendor to include any additional marketing strategies intended to enhance services to students.
4. The Contractor shall maintain good public relations with University students, faculty and staff at all times.

B.

REQUIRED INFORMATION

1. CONTRACTOR'S EMPLOYEES

(A). It is the responsibility of the Contractor to provide a sufficient staff of employees, properly trained and experienced, to consistently maintain the contract. To that end, THE UNIVERSITY REQUIRES A FULL LIST OF EACH PROSPECTIVE CONTRACTOR'S FULL TIME EMPLOYEES THAT ARE AVAILABLE TO RESPOND TO THE UNIVERSITY'S NORMAL CALLS FOR SERVICE within a reasonable time frame. Also, all prospective contractors shall provide with their bid the number of schools, which are serviced by the listed available employees. These numbers will be used to form a ratio of AVAILABLE EMPLOYEES to UNIVERSITY CUSTOMERS. Subcontractors shall not be considered as part of the prospective contractor's available employee list.

2. The Contractor shall maintain and service all washer and dryer equipment on a frequent and continuous basis, and shall indicate in their proposal how the maintenance schedule will be implemented.

3. The Contractor shall identify at least one person who will serve as contract coordinator between the Contractor and the University.

C.

EQUIPMENT

1. All laundry equipment shall be brand new energy efficient laundry equipment.

2. The laundry equipment shall be of most recent design, of adequate size, capacity and proven energy efficiency for the intended use. Laundry equipment shall be matching (same color and type) at a location and shall be of the same modular design and the same height to give uniformity of appearance.

4. The contractor shall provide handicapped accessible equipment in accordance with ANSI Code A117.1, in residence halls designated as providing handicapped accessible facilities. A description of the brand and model of handicapped accessible machines to be provided by the Contractor is required.

5. Enhance current campus laundry facilities through measures such as providing painting, providing tables and chairs, etc.

6. All equipment must be reviewed and approved in advance of the award, in writing, by the University prior to installation.

7. Ownership of all laundry equipment shall remain with the Contractor.

8. Washers and dryers shall be set for designated cleaning and drying times and settings.

9. If a machine is a consistent problem requiring frequent service, replacement with a machine of equal or superior quality is required.

10. Utilize online monitoring to allow students to check availability of washers and dryers. Please describe process in proposal.

11. Utilize online service for reporting maintenance issues.

12. The University will have the right to determine, at any time during the course of the contract, whether the amount of equipment should be increased. The initial quantity of machines provided by the Contractor shall be of equal or greater number than the number of machines currently on site.

Equipment, which is no longer required by the University, shall be promptly removed by the Contractor, at the Contractor's expense. Any additional machines required by the University shall be provided by and at the sole expense of the Contractor. Any such additional machines shall meet the requirements of those initially installed.

D.

VENTILATION

1. The Contractor shall provide ventilation in accordance with the dryer manufacturer's specifications. This shall include, but is not limited to, venting materials, vent or exhaust fans and the labor. Venting may be to the outside or into an existing building ventilation system as determined by mutual agreement between the University and the Contractor. If existing ventilation system is used Contractor shall ensure all duct work or piping is in proper working condition. Changes and repair to existing ventilation systems will be the financial responsibility of the Contractor. Each prospective Contractor shall identify the type of material typically used for venting (i.e. hard pipe venting, silver flex, venting, plastic flex tubing, etc.). The Contractor shall use one vent line per dryer to the outside. It shall be the responsibility of the Contractor to maintain and service all machine venting on a monthly basis.

2. All expenses for the installation or removal of washer and dryer machines shall be borne by the Contractor.

E.

EMPLOYEES

1. The Contractor shall furnish, install, at its expense, a sufficient number of employees to satisfy the contracts requirements. Failure to provide all employee information as specified under Section B, item #1, may cause a prospective contractor's proposal to be considered non-responsive.

2. The Contractor shall furnish employee uniforms, while on campus, which will readily and appropriately identify the Contractor and the employee by name. Exceptions to this requirement may be determined by mutual written agreement between the University and the Contractor. All Contractor employees must present a neat and clean appearance while performing under this contract.

3. Employees of the Contractor shall observe all regulations of the University. Failure to observe such regulations shall be grounds for removal from the University campus.

F.

MANAGEMENT

1. The Contractor is responsible for establishing effective management controls in the performance of the contract. The amount and quality of control that the Contractor has over its representatives is a factor in determining the award of this proposal.

2. The Contractor shall appoint a Contractor's Management Agent who will routinely review and inspect operations and consult with the University on current and future service programs. The Contractor's Agent shall be thoroughly familiar with all aspects of the contract and shall have full authority to act on the Contractor's behalf in any and all matters pertaining to the contract.

G.

DAMAGE REIMBURSEMENT

The Contractor shall be responsible for reimbursing customers for damage to clothing due to Contractor's equipment malfunction. Any claim which cannot be resolved between the customer and the contractor shall be presented to the Director of Housing and Residence Life or his/her designee for resolution. The decision of the Director of Housing and Residence Life or designee shall be final.

H.

SECURITY

1. The Contractor assumes full risk and responsibility for any loss, destruction or damages to the Contractor's equipment.

I.

SPACE AND STORAGE OF CONTRACTOR'S PROPERTY

The Contractor shall not be required to pay any rental for the space occupied by the washer and dryer equipment furnished when in use on the premises of the University. The Contractor is not authorized to make any improvement or alteration to the space or to the facilities in which the machines are installed without the prior written approval of the Director of Housing and Residence Life or his/her designee, and shall be at the Contractors expense.

The University permits the Contractor to use such spaces as necessary to carry out the terms of this contract; such spaces are those areas presently used for included laundry services. Any new areas not presently utilized for laundry vending service must be mutually agreed upon, in writing, between the University and the Contractor

J.

UTILITIES

- 1.The Contractor is responsible for inspecting facilities and identifying available utilities for placement of machines.
2. The University shall be responsible for providing the proper utilities for connection of washers and dryers. The Contractor shall be responsible for installing and connecting equipment to the utilities. The Contractor will be responsible for the costs involved in connecting to utilities provided by the University.
3. The University shall not guarantee an uninterrupted supply of water, electricity, or heat except that it shall be diligent in its efforts to restore service following an interruption. The University shall not be liable for any losses, which may result from the interruptions or failures of any such utility service.

K.

PEST CONTROL

The University shall be responsible for insect and pest control in all laundry service areas.

L.

FACILITIES

The University may, from time to time, request the services of the Contractor to assist with the development of layouts and specifications for new laundry facilities. These consulting services shall be provided at no charge to the University.

M.

USE, SALE OR OTHER DISPOSAL OF CONTRACTOR’S EQUIPMENT

1. Any equipment not removed from the University locations on termination of the contract and/or after ten days written notice to the Contractor may be removed and placed in storage by the University. The Contractor shall be responsible for all costs of removal and storage. If after thirty (30) days from the date of written notice for removal the equipment remains at the University, the disposition shall be at the discretion of the University and at the expense of the Contractor.

N.

CONTRACT CANCELLATION

1. If the Contractor fails to perform or comply with any of the requirements specified herein, the University will advise said contractor in writing via certified mail of these deficiencies. The contractor will be afforded thirty days from receipt of said notice to correct or take reasonable steps to correct the

deficiencies noted in said transmittal. If the Contractor fails to correct the deficiencies noted, the University may, at its discretion make further written notice to the contractor that at the end of an additional thirty day period the University shall consider this contract canceled and that the University is released from all obligations hereunder. The determination as to whether reasonable steps have been taken will be at the sole judgment of the University.

2. Any damage to University's property or equipment resulting from work performed under this contract shall be repaired to the University's satisfaction at the Contractor's expense.

3. The University shall not be responsible for any losses or damages to the Contractor's property to include supplies, tools, and equipment. The Contractor is responsible for providing proper security and identification for such items at its own expense.

O.

REPORTING AND INSPECTION REQUIREMENTS

1. The Contractor shall provide the following documentation to the University for approval:

(a). All washer and dryer equipment shall be identified by equipment make, model, year of manufacture, serial number, and location for the permanent files of the University. It is the responsibility of the Contractor to keep this information current.

(b.)The Contractor shall provide the specific equipment location with information as to where malfunction reports and operational comments shall be directed. All information required to be posted; including permits; shall be displayed by the Contractor in an appropriate manner approved in writing and in advance by the University without defacing the facilities of the University.

2. The University shall have the right to periodically and without advance notification inspect the laundry facilities and equipment with or without a Contractor's employee.

P.

PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

1. PROPOSAL DEADLINE

Proposal are due: 10:00 a.m., Thursday, June 13, 2019

Proposals must be submitted no later than the Proposal Deadline time and date. Contractor must respond to the RFP and any exhibits, attachments, or amendments. Contractor's failure to submit a Proposal as required before the deadline may result in the Proposal being considered non-responsive and may cause the Proposal to be disqualified. The contractor assumes the risk of the method of dispatch chosen. AUM assumes no responsibility for delays caused by any delivery service. Postmarking

by the due date will not substitute for actual Proposal receipt by AUM. Proposals delivered by facsimile transmission or email will not be accepted.

Proposals should be addressed and delivered to:

(Mailing address for use by USPS)

Payment and Procurement Services
Attn: Lori Nielsen
Library Tower – Room 921
P.O. Box 244024
Montgomery, AL 36124

(Physical Address for use by Fed-Ed and UPS)

Payment and Procurement Services
Attn: Lori Nielsen
7430 East Drive
Library Tower – Room 921
Montgomery, AL 36117

Proposals must be delivered on or before the time and date set for closing. Proposals should be in a sealed envelope marked:

Company Name

RFP Number

Date and Time Proposal is Due

3. ON-SITE VISIT

On-site visit for review of the facilities will be offered on May 30, 2019 date at 2:00 p.m. time. Questions regarding clarification or interpretations of the RFP will not be answered during the on-site visit. If you are interested in the on-site visit please email aum.rfp@aum.edu

4. CONTRACTOR QUESTIONS

Contractors with questions requiring clarification or interpretation of any section within this RFP shall submit questions by e-mail to:

aum.rfp@aum.edu

Submitted questions and requests for clarification must:

- cite the subject RFP name,
- list the section number in question, and

- list the RFP page number.

AUM must receive these vendor questions via e-mail by June 4, 2019, 12:00 p.m.

AUM will review and provide an official written answer to all questions received on the RFP per Addendum to this RFP and post on the RFP Website www.aum.edu/bids site by June 6, 2019, 4:00 p.m.

Q.

PROPOSAL REQUIREMENTS

1. GENERAL REQUIREMENTS

Proposals should be as thorough and detailed as possible so that the University may properly evaluate your capabilities to provide the required services.

PROPOSAL PREPARATION - An authorized representative of the Contractor shall sign the proposals. All information requested must be submitted. Failure to submit all information requested may result in rejection of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

Ownership of all data, materials and documentation originated and prepared for the University pursuant to the RFP shall belong exclusively to the University and be subject to public review.

2. Contractors are required to submit the following items, in addition to those already requested:

(a). **RFP RESPONSE** -All contractors must submit a complete response to this RFP. One (1) original and two (2) copies of each proposal must be submitted to the Issuing Agency. The offeror shall make no other distribution of the proposal.

(b). Signed AUM Cover Page

(c). Completed Vendor Response Page

(d). Signed Data Security, Accessibility, and Privacy Appendix – Appendix A

(e). Completed Accessibility and Data Security Questionnaire – Appendix B

(f). Completed Alabama Vendor Disclosure Statement – Appendix C

- (g). The return of this complete RFP signed and completed as required.
- (h). Approach to providing the service: It is most important to identify the services that will be performed by the Contractor. Other issues concerning “approach” include methods for handling service calls, on-line monitoring services and the proposed design of the laundry facilities
- (i). The financial resources of the contractor to perform the contract; to include a copy of the contractor’s most recent financial statement audited by an outside CPA firm. The contractor needs to indicate whether the machines required under this RFP will be financed by an outside source.
- (j). Description of the contractor, its size, number of employees, and annual sales, to include:
 - (i) A brief history of the contractor, emphasizing its services to higher education;
 - (ii). A description of the contractor’s general experience in providing included (free to use) laundry vending service.
 - (iii). The contract’s listing of the southeastern college and university current washer and dryer vending accounts. For each location, the following information is to be provided:
 - (1). Name and location of business
 - (2). Point of contact (name and telephone number):
- (k). Contractor must include their earliest possible delivery and installation date in their proposal.
- (l). List of promotional activities conducted in the past at similar Universities, as well as those that would be conducted at Auburn Montgomery.
- (m). Any other information, which the contractor feels, the University should consider in evaluating the proposal.
- (n). Completed Cost Proposal sheet – Appendix D

All awardees will be required to complete the AU Vendor Center registration, provide E-Verify documents, and certificate of insurance.

R.

AWARD CRITERIA

1. Selection shall be made of one Contractor deemed to be fully qualified and best suited among those submitted proposals on the basis of the evaluation factors included in this RFP. After reviews have been conducted, the University shall select the Contractor which, in its opinion, has made the best proposal. The University may cancel this RFP or reject any and all proposals at any time prior to an award. The

award document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the Contractor's proposal.

2. The Contractor's signature on the proposal constitutes the Contractor is aware of the conditions under which the contract must be accomplished.

S.

Evaluation Criteria

1. Cost of Services - 50

2. Approach to providing service and RFP responses to required information - 30

3. Completeness and Organization of Proposal - 10

4. Other Services, such as Promotional Activities - 10

TOTAL 100

T.

ORAL PRESENTATION

1. Contractors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the University. This will provide an opportunity for the contractor to clarify or elaborate on the proposal but will in no way change the original proposal. The University will schedule the time and location of these presentations. Oral presentations are an option of the University and may not be conducted.

The University reserves the right to request additional information to determine the responsibility of the apparent successful contractor relative to its ability to comply with the terms and conditions of this Request for Proposals.

Modifications, additions or changes to the terms and conditions of this solicitation may be a cause for rejection of your proposal; however, AUM reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.

ATTACHMENTS FOR RFP B000XXXXX

APPENDIX A - Data Security, Accessibility and Privacy Appendix

APPENDIX B – Accessibility and Data Security Questionnaire (Word version available on www.aum.edu/bids)

APPENDIX C – Alabama Vendor Disclosure Statement

APPENDIX D – Cost Proposal



Data Security, Accessibility, and Privacy Appendix

ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION

- A. This Data Security, Privacy, and Accessibility Appendix (Appendix or DPSA) is designed to supplement the relationship between _____ (Contractor) and Auburn University at Montgomery (AUM) in order to protect AUM’s Non- public Information and AUM Information Resources (defined below). This Appendix describes the data security and privacy obligations of Contractor and its agents and sub-contractors that connect to AUM Information Resources and/or gain access to Non-public Information (defined below).
- B. Contractor agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Contractor also agrees to impose, by written contract, the terms and conditions contained in this Appendix on any third party retained by Contractor to provide services for or on behalf of AUM.

ARTICLE 2 – DEFINED TERMS

- A. Breach. Breach means the unauthorized acquisition, access, use or disclosure of Non-public Information.
- B. Protected Information. Protected Information shall be defined as information that identifies or is capable of identifying a specific individual, including but not limited to personally-identifiable information, medical information other than Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 CFR § 160.103), Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms), student records, or individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to the federal Gramm- Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); the federal Fair and Accurate Credit Transactions Act (15 USC § 1601 *et seq.*) and the Fair Credit Reporting Act (15 USC § 1681 *et seq.*).
- C. Non-public Information. Contractor’s provision of services may involve access to certain information that AUM wishes to be protected from further use or disclosure. Non-public Information shall include, but not be limited to: (i) Protected Information; (ii) information AUM discloses, in writing, orally, or visually, to Contractor, or to which Contractor obtains access to in connection with the negotiation and performance of the services, and which relates to AUM, its students or employees, its third-party vendors or licensors, or any other individuals or entities that have made confidential information available to AUM or to Contractor acting on AUM’s behalf (collectively, “AUM Users”), marked or otherwise identified as proprietary and/or confidential, or that, given the nature of the information, ought reasonably to be treated as proprietary and/or confidential; (iii) trade secrets; and (iv) business information.
- D. AUM Information Resources. AUM Information Resources shall be defined as those devices, networks and related infrastructure that AUM owns, operates or has obtained for use to conduct AUM business. Devices include but are not limited to, AUM-owned or managed storage, processing, communications devices and related infrastructure on which AUM data is accessed, processed, stored, or communicated, and may include personally owned devices. Data includes, but is not limited to, Non-public Information, other AUM-created or managed business and research data, metadata, and credentials created by or issued on behalf of AUM.

ARTICLE 3 – ACCESS TO AUM INFORMATION RESOURCES

- A. In any circumstance when Contractor is provided access to AUM Information Resources, it is solely Contractor's responsibility to ensure that its access does not result in any access by unauthorized individuals to AUM Information Resources.
- B. Contractor shall limit the examination of AUM information to the least invasive degree of inspection required to provide the goods and/or services.

ARTICLE 4 – COMPLIANCE WITH APPLICABLE LAWS, FAIR INFORMATION PRACTICE AND AUM POLICIES

- A. Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information. Additionally Contractor will comply as applicable with the *Fair Information Practice Principles*, as defined by the U.S. Department of Commerce (<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>). Such principles would typically require Contractor to have a privacy policy, and a prominently-posted privacy statement or notice in conformance with such principles.
- B. Contractor shall make available to AUM all products, systems, and documents necessary to allow AUM to audit Contractor's compliance with the terms of this DSPA.

ARTICLE 5 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF NON-PUBLIC INFORMATION

Contractor agrees to hold AUM's Non-public Information, and any information derived from such information, in strictest confidence. Contractor will not access, use or disclose Non-public Information other than to carry out the purposes for which AUM disclosed the Non-public Information to Contractor, except as required by applicable law, or as otherwise authorized in writing by AUM. For avoidance of doubt, this provision prohibits Contractor from using for its own benefit Non-public Information or any information derived from such information. If required by a court of competent jurisdiction or an administrative body to disclose Non-public Information, Contractor will notify AUM in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give AUM an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). Contractor's transmission, transportation or storage of Non-public Information outside the United States, or access of Non-public Information from outside the United States, is prohibited except on prior written authorization by AUM.

ARTICLE 6 – SAFEGUARD STANDARD

Contractor will implement, maintain and use appropriate security measures to preserve the confidentiality, integrity and availability of the Non-public Information. All Protected Information stored on portable devices or media must be encrypted in accordance with the Federal Information Processing Standards (FIPS) Publication 140-2. Contractor will ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities while Contractor has responsibility for the Non-public Information under the terms of this Appendix. Prior to agreeing to the terms of this Appendix, and periodically thereafter (no more frequently than annually) at AUM's request, Contractor will provide assurance, in the form of a third-party audit report or other documentation acceptable to AUM, such as SOC2 Type II, demonstrating that appropriate information security safeguards and controls are in place.

ARTICLE 7 – RETURN OR DESTRUCTION OF NON-PUBLIC INFORMATION

Within 30 days of the termination, cancellation, expiration or other conclusion of this Appendix, Contractor will return the Non-public Information to AUM unless AUM requests in writing that such data be destroyed. This provision will also apply to all Non-public Information that is in the possession of subcontractors or agents of Contractor. Such destruction will be accomplished by “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Contractor will certify in writing to AUM that such return or destruction has been completed. If Contractor believes that return or destruction of the Non-public Information is technically impossible or impractical, Contractor must provide AUM with a written statement of the reason that return or destruction by Contractor is technically impossible or impractical. If AUM determines that return or destruction is technically impossible or impractical, Contractor will continue to protect the Non-public Information in accordance with the terms of this Appendix.

ARTICLE 8 – BREACHES OF NON-PUBLIC INFORMATION

- A. **Reporting of Breach:** Contractor will report any confirmed or suspected Breach to the AUM Chief Information Security Officer (ootadmin@aum.edu) immediately upon discovery, both orally and in writing, but in no event more than two (2) business days after Contractor reasonably believes a Breach has or may have occurred. Contractor’s report will identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Non-public Information accessed, used or disclosed, (iii) the person(s) who accessed, used, disclosed and/or received Non-public Information (if known), (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure. Contractor will provide such other information, including a written report, as reasonably requested by AUM. In the event of a suspected Breach, Contractor will keep AUM informed regularly of the progress of its investigation until the uncertainty is resolved.
- B. **Coordination of Breach Response Activities:** Contractor will fully cooperate with AUM’s investigation of any Breach involving Contractor and/or the services, including but not limited to making witnesses and documents available immediately upon Contractor’s reporting of the Breach. Contractor’s full cooperation will include but not be limited to Contractor:
 - i. Immediately preserving any potential forensic evidence relating to the Breach, and remedying the Breach as quickly as circumstances permit;
 - ii. Promptly (within 2 business days) designating a contact person to whom AUM will direct inquiries, and who will communicate Contractor responses to AUM inquiries;
 - iii. As rapidly as circumstances permit, applying appropriate resources to remedy the Breach condition, investigate, document, restore AUM service(s) as directed by AUM, and undertake appropriate response activities;
 - iv. Providing status reports to AUM on Breach response activities, either on a daily basis or a frequency approved by AUM;
 - v. Coordinating all media, law enforcement, or other Breach notifications with AUM in advance of such notification(s), unless expressly prohibited by law; and
 - vi. Ensuring that knowledgeable Contractor staff is available on short notice, if needed, to participate in AUM-initiated meetings and/or conference calls regarding the Breach.
- C. **Grounds for Termination.** Any Breach shall be grounds for AUM’s immediate termination of any agreement between the parties in the sole and exclusive discretion of AUM.
- D. **Assistance in Litigation or Administrative Proceedings.** Contractor shall make itself and any employees, subcontractors, or agents assisting Contractor available to AUM at no cost to AUM to testify as witnesses, or otherwise, in the event of a Breach or other unauthorized disclosure of Non-public Information caused by Contractor that results in litigation, governmental investigations, or administrative proceedings against AUM, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy or arising out of this Appendix.

ARTICLE 9 – DATA SECURITY AND PRIVACY STANDARD FOR PAYMENT CARD DATA (IF APPLICABLE)

- A. Contractor agrees that it is responsible for the security of Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms) that it possesses (if any), including the functions relating to storing, processing and transmitting Cardholder Data.
- B. Contractor affirms that, as of the effective date of this Addendum, it has complied with all applicable requirements of the PCI-DSS and has performed the necessary steps to validate its compliance with the PCI-DSS including undergoing a Level 2, or Level 1, PCI audit as necessary. Contractor agrees to provide upon execution of this agreement, and at least annually, and from time to time at the written request of AUM, current evidence (in form and substance reasonably satisfactory to AUM) of compliance with these data security standards, which has been properly certified by an authority recognized by the payment card industry for that purpose.
- C. Contractor further represents and warrants that software applications it provides for the purpose of performing services related to processing credit card payments, are developed in accordance with all applicable standards, including but not limited to Payment Application Data Security Standards (PA-DSS), Point to Point Encryption Solution Requirements (P2PE) including approved card readers (PTS) or Point of Interaction (POI). Contractor agrees to provide, upon execution of this agreement, and at least annually, and from time to time upon written request of AUM, current evidence (in form and substance reasonably satisfactory to AUM) that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification as may be required.
- D. In connection with credit card transactions processed for AUM, Contractor will provide reasonable care and efforts to detect fraudulent payment card activity. In performing the services, Contractor will comply with all applicable rules and requirements, including security rules and requirements, of AUM's financial institutions, including its acquiring bank, the major payment card associations and payment card companies. If during the term of an Agreement with AUM, Contractor undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify AUM of such circumstances.
- E. Contractor will immediately notify AUM if it learns that it, or any of its PCI-DSS service providers, is no longer PCI compliant under one of the standards identified above, or if any software applications or encryption solutions are no longer PA-DSS, PTS-DSS or P2PE compliant. Should Contractor, or its service provider, fail to recertify as compliant to the appropriate PCI standard within a timeframe deemed reasonable by AUM, AUM shall, at its discretion terminate this agreement.
- F. Contractor shall be responsible for implementing and monitoring all PCI-DSS requirements for devices, networks and processes located on the Contractor's premises, private networks extended onto AUM premises, as well as maintenance of devices and applications for which the Contractor maintains administrative control. Contractor shall complete necessary PCI-DSS vulnerability and penetration tests on devices on its networks or private networks extended onto the AUM campus. AUM shall be responsible for all PCI-DSS requirements for devices, networks and processes located on AUM premises, and for devices for which it maintains sole administrative control. AUM shall complete necessary vulnerability scans and penetration tests on devices on networks under its control. AUM shall be responsible for physical security of Contractor devices located on AUM's premises.

ARTICLE 10 – ACCESSIBILITY STANDARDS

AUM affords equal opportunity to individuals in its employment, services, programs, and activities in accordance with the Americans with Disabilities Act and Section 504 of the 1973 Rehabilitation Act. This includes effective communication and access to electronic and information technology resources for individuals with disabilities. To comply with AU's accessibility standards, Contractor represents and warrants that it shall:

- A. Read, review, and understand [Auburn University's Electronic and Information Technology Accessibility Policy](https://sites.auburn.edu/admin/universitypolicies/Policies/ElectronicandInformationTechnologyAccessibilityPolicy.pdf) and associated definitions (<https://sites.auburn.edu/admin/universitypolicies/Policies/ElectronicandInformationTechnologyAccessibilityPolicy.pdf>);
- B. Develop software and web applications that complies with the Policy and Standards which currently require compliance with WCAG 2.0 Level A and AA;
- C. Prior to delivery of any software or web applications, test it for compliance with the applicable Standards and report testing results to university in a format specified by AUM;
- D. Use best commercial efforts to modify the software to maximize accessibility compliance and otherwise resolve any identified accessibility compliance issues;
- E. Deliver software that complies with AU's Policy and Standards, to the extent feasible as determined by university. Pending verification of compliance with this provision, AUM is authorized, but not required, to withhold any payment to Software and Web Developer pursuant to this agreement. If vendor is unable to comply with AU Policy and Standards then AUM shall have the option to terminate all agreements with vendor without any liability. Software shall not be considered in compliance with this provision unless or until the University Chief Information Officer or designee has approved

ARTICLE 11 – ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Appendix, the prevailing party will be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel will be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

ARTICLE 12 – INDEMNITY

Contractor shall indemnify, hold harmless and defend AUM, its Board of Trustees, Trustees individually, Administrators, Faculty, Staff, and Agents, from and against any and all loss, damage or liability resulting from demands, claims, suits, or actions of any character presented or brought for any injuries, including death, to persons or for damages to property caused by or arising out of any negligent (including strict liability), wanton, reckless, or intentional act or omission of Contractor, any of its subcontractors, invitees, guests, employees, or agents, or which otherwise arises out of, relates to, or is attributable to, User's duties under this DSPA. This indemnity shall apply whether the same is caused by or arises out of the joint, concurrent, or contributory negligence of any person or entity. The foregoing indemnity shall include, but not be limited to, court costs, attorney's fees, costs of investigation, costs of defense, settlements, and judgments associated with such demands, claims, suits or actions. For the avoidance of doubt regarding a Breach involving Protected Information, Contractor's indemnification obligations under the Appendix will include, but not be limited to, the following fees and costs which arise as a result of Contractor's breach of this Appendix, negligent acts or omissions, or willful misconduct: any and all costs associated with notification to individuals or remedial measures offered to individuals, whether or not required by law, including but not limited to costs of notification of individuals, establishment and operation of call center(s), credit monitoring and/or identity restoration services; time of AUM personnel responding to Breach; fees and costs incurred in litigation; the cost of external investigations; civil or criminal penalties levied against AUM; civil judgments entered against AUM; attorney's fees, and court costs.

ARTICLE 13 – ADDITIONAL INSURANCE

In addition to the insurance required under the Agreement, Contractor at its sole cost and expense will obtain, keep in force, and maintain an insurance policy (or policies) that provides coverage for privacy and data security breaches. This specific type of insurance is typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability. In some cases, Professional Liability policies may include some coverage for privacy and/or data breaches. Regardless of the type of policy in place, it needs to include coverage for reasonable costs in investigating and responding to privacy and/or data breaches with the following minimum limits unless AUM specifies otherwise: \$1,000,000 Each Occurrence and \$2,000,000 Aggregate including cyber risk.

ARTICLE 14 – SURVIVAL: ORDER OF PRECEDENCE

This DSPA shall survive the expiration or earlier termination of any agreement between AUM and Contractor. In the event the provisions of this DSPA conflict with any provision of the of any agreement between Contractor and AUM, or Contractors’ warranties, support contract, or service level agreement, the provisions of this DSPA shall prevail.

Contractor Acceptance

Signed: _____ Date: _____
Name: _____ Phone: _____
Title: _____ Email: _____

Appendix B

Accessibility Questionnaire

The following questions are used to determine if an application meets technical standards necessary for accommodating individuals with disabilities including auditory, cognitive, neurological, physical, speech, and visual disabilities. Please answer the following questions where applicable.

1. Do you have a Voluntary Product Accessibility Template (VPAT) completed? If so, please include a copy with your response to this questionnaire.
2. What has your company done to evaluate the accessibility of your product in accordance with either Section 508 of the Rehabilitation Act or WCAG 2.0 accessibility guidelines?
3. Do you know of any problems or have you received any complaints regarding the accessibility of your product? Please explain.
4. Has your product been evaluated using screen reading or voice recognition technology?
5. Can your product be navigated by using the keyboard only?
6. If accessibility for users with disabilities has not been implemented, when is your company planning to incorporate accessibility into the product?
7. If our users should encounter issues with accessibility, to what extent are you willing to work with the University to improve your product's accessibility?
8. If you know of organizations using your product for whom accessibility was also a priority, please provide contact information.

Data Security Vendor Questionnaire

The following questions are used to help protect sensitive data that is shared between Auburn University and entities whose servers and applications utilize the data. Please answer the following questions where applicable; Mark non-applicable questions as N/A.

Representative Information: This section pertains to the person completing questionnaire. Please provide complete information so we can contact you for additional questions or clarifications if the need arises.

- Name
- Title
- Phone number
- Email address

General Information

- Company Name
- Company Address
- Company Website

Product or Service Information

1. Provide a brief description of your product or service.
2. Does this product or service capture and/or retain any of the following? (Indicate all that apply)
 - a. Names
 - b. Addresses
 - c. Date of Birth
 - d. Social Security Number
 - e. Health Information
 - f. Department of Defense Information
 - g. Banking Information
 - h. Credit or Debit Card Information
 - i. Grades
3. Will your employees have access to Auburn University data? (Indicate all that apply)
 - a. Human Resource
 - b. Student Information
 - c. Financial Records
4. Describe your web application security standards? Do you meet OWASP standards?

Application Support and Training

5. Describe your on-line help.
6. What is the process for handling password resets?
7. What is the procedure for handling customer requests for application modifications?
8. How often is the application modified and how do you notify your customers of an upcoming modification?
9. Does your application allow the customer to export application data into a standard format such as Excel?

Availability

10. What is your application/service available uptime? Scheduled maintenance window?
11. How do you scale your system during peak usage?

Data Protection

12. How do you separate AUM's data from other customers' data?
13. Are there any indemnity provisions (in the contract) that protect AUM from any liability arising from a loss sensitive information?
14. Describe your data-at-rest and data-in-motion protection.
15. What encryption methods are used for data-at-rest and data-in-motion?
16. What kind of authentication and access control procedures are in place?
17. How do we send our data to you?
18. What methods do you use to transfer data from one place to another?
19. Do you currently utilized Multi-factor authentication to access Servers, website, user logins?
If no, do you have plans to move to MFA?
20. What are your data loss prevention capabilities?
21. Is it possible for any third party (your service providers) to access data, and if so, how?
22. Is your secure gateway environment certified by an authoritative third party, and if so, who?
23. Has a security audit been performed to any of the following standards: PCI-DSS, CIS Security Benchmarks, ISO 27001/2, NIST 800-12, AICPA SOC 2 - Type II, or other (please name)? What are the results of the audit? Please included a copy of the external attestation.
24. Is sensitive data (e.g., payment card number, SSN) masked/encrypted such that only authorized individuals have access to the data?
25. Do you have plans to move away from SSL v2/v3 to TLS v1.1 or later? If so, when?

Vulnerability Management

26. Do you perform penetration testing? Has an external firm performed penetration testing?
27. Describe your virus detection methods and software.
28. How often do you scan for vulnerabilities on your network?
29. How often do you scan for vulnerabilities within your web applications?
30. How do you protect against outside threats?

Identity Management

31. How do you secure user IDs and access credentials?
32. Do you support SSO and if so, which standards?

Physical and Personnel Security

33. Do you restrict and monitor your employee access to data 24x7?
34. Do you perform background checks on all relevant personnel?
35. What were the findings of your most recent security audit? Date performed?
36. Do you use your own computing environment (including back-up and storage capacity)?
37. Do you use any 3rd party repository for file transfer, file storage or file sharing? (Ex. Dropbox, Office 365, Google Drive)?

Incident Response

38. What detection methods do you have to determine if the data has been breached by an outside source? (Intrusion Detection Systems)
39. What is your procedure for handling a data breach and how will AUM be notified?

Business Continuity (BC) and Disaster Recovery (DR)

40. What is your recovery point objective (RPO)?
41. What is your recovery time objective (RTO)?
42. Are your infrastructure components fully redundant?

End-of-service Support

43. Will data be packaged and delivered back to AUM at the end of service? If so, in what format and how soon will it be delivered?
44. How will you ensure that any AUM data will be destroyed completely from your network at the end of service?

Appendix C

Vendor Disclosure Statement Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

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

- Yes
 No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

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

- Yes
 No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

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

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
-----------------------	---------	---	--

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

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

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

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

Appendix D - Cost Proposal

RFP B0008334

AUM Laundry Services for Residence Halls

Equipment cost per year _____

Please describe how this is calculated (i.e. cost per unit, monthly cost, quarterly cost)

Maintenance Cost per year (if applicable) _____

Please describe how this is calculated (how much per month, quarterly, etc)

Total Yearly Cost

List any one-time fees

Please list

<u>item</u>	<u>amount</u>
_____	_____
_____	_____
_____	_____

Contractor Signature