

**THE RETIREMENT SYSTEMS  
OF ALABAMA**

**INVITATION TO BID**

**For:  
PEST CONTROL SERVICES**

**Agency Contact:**

**Edward Davis (334) 517-7130**

**Invitation to Bid No.: 14-008**

**Mandatory Pre-bid Conference:**

**DATE: March 4, 2014 TIME: 10:00 AM**

**Bids Must be Received Before:**

**DATE: March 12, 2014 TIME: 5:00 PM**

**Bids Will be Publicly Opened**

**DATE: March 13, 2014 TIME: 3:00 PM**

**TO BE COMPLETED BY VENDOR**

INFORMATION IN THIS SECTION SHOULD BE PROVIDED AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

- 1) DELIVERY: CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.
- 2) TERMS: \_\_\_\_\_ (DISCOUNTS WILL BE CONSIDERED IN THE BID EVALUATION AND WILL BE TAKEN WITHOUT REGARD TO DATE OF PAYMENT).
- 3) PRICES VALID FOR ACCEPTANCE WITHIN \_\_\_\_\_ DAYS.
- 4) VENDOR'S QUOTATION REFERENCE NUMBER, IF ANY: \_\_\_\_\_ (THIS NUMBER WILL APPEAR ON PURCHASE ORDER)
- 5) FEDERAL EMPLOYER ID. NO. (IF NO FEIN, ENTER SSN) : \_\_\_\_\_
- 6) E-MAIL ADDRESS: \_\_\_\_\_ INTERNET WEBSITE: \_\_\_\_\_

**RETURN INVITATION TO BID:**

**REGULAR MAIL**

RETIREMENT SYSTEMS OF ALABAMA  
P.O. BOX 302150  
MONTGOMERY, ALABAMA 36130-2150

**COURIER**

RETIREMENT SYSTEMS OF ALABAMA  
201 S. UNION STREET, SUITE 574  
MONTGOMERY, ALABAMA 36104-4369

**SIGNATURE AND NOTARIZATION REQUIRED**

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

**Sworn to and subscribed  
before me this**

_____	COMPANY NAME	_____	AUTHORIZED SIGNATURE (INK)
_____ DAY OF _____, 20__	_____	_____	TYPE / PRINT AUTHORIZED NAME
_____	MAILING ADDRESS	_____	TITLE
NOTARY PUBLIC	_____	_____	CITY, STATE, ZIP
_____	_____	_____	PHONE INCLUDING AREA CODE
TERM EXPIRATION	_____	_____	FAX NUMBER

## **BID RESPONSE INSTRUCTIONS**

- **READ ALL TERMS, CONDITIONS AND SPECIFICATIONS**
- Label your bid response envelope with the **BID NUMBER** and **OPENING DATE**. Bids not identified may be rejected.
- Submit your bid on time. **ALL LATE BIDS WILL BE REJECTED.** The Retirement Systems of Alabama assumes no responsibility for bid responses that are late due to the U.S. Postal Service, private courier service, or any other reason.
- **Bid responses must be signed and notarized.** Signatures must be original, hand-written.
- Bid pricing must be submitted on the attached **Price Sheet** without modification and must include all requested information.
- Any errors or corrections to a bid response must be initialed.
- **Delivery date may be considered a factor in determining an award.**
- Any questions or clarifications concerning this bid should be directed to Edward Davis at (334) 517-7130. Bidders should only consider written information provided by RSA Office Services when completing this bid.
- **STATE LAWS:** All bidders are responsible for compliance with all laws and Executive Orders and opinions of the Attorney General of Alabama before doing business with a State Agency.
- The Retirement Systems of Alabama is exempt from paying Federal Excise Tax, state and local sales tax.

**RETIREMENT SYSTEMS OF ALABAMA**  
**ITB 14-008**  
**PEST CONTROL SERVICES**

**PURPOSE**

The Retirement Systems of Alabama is soliciting bids to establish an annual agreement for labor and equipment to provide quarterly Pest Control Services at the Retirement Systems of Alabama facilities in accordance with the specifications, terms and conditions set forth in this invitation to bid. Services will consist of extermination and effective control of ants, rats, mice, roaches and water bugs within the referenced facilities and along their outer perimeters through systematic, periodic chemical applications. Services do not include bird or termite control.

**REQUIREMENTS**

The successful bidder will be required to execute the attached RSA Agreement for Pest Control Services, without modification. The initial term of the agreement shall be twelve months. The Agreement shall provide for four renewal periods of twelve months each if requested by Retirement Systems of Alabama and accepted by the vendor. Pricing will remain firm for each renewal period.

The following documentation must be submitted as part of the bid package.

- Site inspection sheet with signatures (copy attached)
- Signed Tax Certification Statement (copy attached)
- Completed E-Verify Certificate of Compliance (copy attached)
- Completed Vendor Disclosure Statement (copy attached)

**E-VERIFY REQUIREMENTS**

In accordance with Act 2012-491, as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or a state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify Program.

The successful bidder will be required to submit a copy of their entire E-Verify Memorandum of Understanding (MOU) issued by the U.S. Department of Homeland Security.

**MANDATORY PRE-BID CONFERENCE AND SITE INSPECTION**

A pre-bid conference and site inspection will be held **10:00 AM, March 4, 2014**, at 201 South Union Street in the 5th floor Conference Room. **ALL BIDDERS MUST ATTEND**. Any bid received from a bidder that does not attend the pre-bid conference will be rejected. On this date immediately following the pre-bid conference, bidders will visit each facility located in Montgomery and have the attached Facility Inspection Sheet signed by the RSA building managers. Bidders will need to individually schedule a site inspection with the building manager at facilities in Prattville and Mobile. Contact information is provided on the "Site Inspection Sheet".

Bidders should familiarize themselves with the facilities to be serviced. Failure of any bidder to adequately familiarize themselves with the facilities and scope of work required shall in no way relieve or lessen their responsibility to perform the required services under these specifications if bidder is awarded a contract.

## **BID OPENING**

Bids must be received no later than **5:00 PM March 12, 2014**. Bids will be publicly opened **March 13, 2014 at 3:00 PM** in the 5th floor conference room, 201 South Union Street, Montgomery.

## **BID PRICING**

Bidders must include in their bid response any and all costs associated with providing the specified services. No additional charges beyond those specifically delineated herein shall be allowed. Pricing shall be fixed for the term of the agreement.

## **INTENT TO AWARD**

The Retirement Systems of Alabama will issue an “Intent to Award” before a final award is made. The “Intent to Award” will continue for a period of five calendar days, after which a final award will be made. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1 (14).

## **E-VERIFY REQUIREMENTS**

In accordance with Act 2012-491, as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or a state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify Program.

The successful bidder will be required to submit a complete copy of their entire E-Verify Memorandum of Understanding (MOU) issued by the U.S. Department of Homeland Security.

## **REQUESTS FOR CLARIFICATION OF BID SPECIFICATIONS**

Any questions and/or requests for clarification of bid specifications, terms and conditions shall be directed to Edward Davis, Director of Office Services, at 334-517-7130. The Retirement Systems of Alabama is not responsible for any information a bidder relies upon not obtained in writing through addenda to the invitation to bid package provided to bidders.

## **INSURANCE CERTIFICATE**

The awarded bidder must submit to the Retirement Systems of Alabama a Certificate(s) of Insurance of the type and with coverage amounts as specified in the Agreement within ten (10) calendar days from the notice of award.

## **RULES AND REGULATIONS**

Contractor must comply with all rules and regulations pertaining to pest control issued by the Federal Government and the State of Alabama.

## **PERMIT AND BUSINESS LICENSE**

Contractor must have a current, valid permit issued by the State of Alabama, Department of Agriculture, Division of Plant Industry/Agricultural Chemistry, permitting contractor to do business within the State of Alabama.

Contractor must have a current, valid Ornamental and Turf License, or have under contract a person or firm possessing an Ornamental and Turf License, to provide the services required in treatment of grounds beyond those immediately adjacent to the buildings.

## **GENERAL**

At the discretion of the Alabama Criminal Justice Information Center and the Alabama Department of Public Safety, employees who will be servicing the Criminal Justice Center and the Headquarters Building may be required to be fingerprinted and have a background check. Some areas in these buildings have restricted access and will require that contract employees be escorted by the tenant while performing the services.

The successful vendor shall be responsible for maintaining satisfactory standards of employee competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee as may be necessary. While performing work in accordance with this contract, employees must wear a photo I.D. badge and a uniform identifying the company.

## **SUITABLE PRODUCTS**

Pesticides used must comply with all applicable State of Alabama rules and regulations, and the Federal Insecticide, Fungicide and Rodenticide Act as amended by the Federal Environmental Pesticide Control Act of 1972, and the regulations issued there under. All chemicals shall be used on a rotational basis. Only odorless chemicals may be used. The placement of chemicals shall be in such a manner as to prevent contact by persons. Chemicals must be non-staining and harmless to vegetation.

The successful vendor must provide a treatment plan including the names of all chemicals or products used with sample labels and a Material Safety Data Sheet (MSDS) for each chemical.

## **SCOPE OF WORK**

1. Service each location quarterly, with the exception of Chick-fil-A, which will be sprayed monthly. All spraying shall be performed on weekends. All spraying shall be conducted with minimum inconvenience to personnel and activities at the facilities.

2. Service the entire interior area of each building to include spraying: the base of all walls (DO NOT SPRAY DIRECTLY ON BASEBOARDS/COVE-BASE), all inside closets and stairwells, all vanity and sink areas, and any and all other areas pests tend to frequent.
3. Spot spraying is considered unsatisfactory service and may result in cancellation of Agreement if not corrected to conform to these specifications.
4. Contractor will respond within 24 hours to call backs and will re-spray problem areas within 48 hours of notification of the problem. This repeat spraying will be performed at no charge.
5. Requests for emergency treatment will be performed within 24 hours.
6. Contractor will provide each respective Building Manager a report summarizing the status of the building, with respect to pest control, no later than one working day after each application.
7. Contractor will provide each respective Building Manager a copy of the work order. The work order must include the following information: service location, service date and time, chemical used, and applicator's name.

#### **ADDITIONAL REQUIREMENTS FOR RESTAURANTS AND KITCHENS**

1. Inside Area: Apply bait and gel in all cracks. Spray drain pipes, under appliances, wall sockets and around wheels of all equipment.
2. Outside Area: Apply granules, spray cracks and crevices between tiles, and spray trash cans.

#### **PROCEDURES**

1. Contractor will schedule the service visit with appropriate Building Manager and pick up a key.
2. Contractor will sign in/out at the security guard station upon entering and leaving each facility.
3. Doors shall remain locked at all times. Contractor's personnel shall unlock door, enter the area to be serviced, lock the door, and proceed with the application. This pattern shall be followed until all areas have been serviced.
4. Upon completion of service application, contractor shall leave the key at a location designated by the Building Manager.
5. Contractor is to notify the respective Building Manager of any insect or rodent infestation not covered by these specifications.

**PEST CONTROL SERVICE  
ITB 14-008  
SITE INSPECTION SHEET**

RSA Headquarters & Deck  
201 S. Union Street, Montgomery  
Willie Arrington 334.517.7668

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Plaza Building & Deck  
770 Washington Avenue, Montgomery  
Lee Criswell 334.517.7832

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Postsecondary Education Building  
135 S. Union Street, Montgomery  
Lee Criswell 334.517.7832

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Criminal Justice Center  
301 S. Ripley Street, Montgomery  
Billy Coleman 334.517.7811

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Union Building & Deck  
100 N. Union Street, Montgomery  
Bill McCoy 334.517.7841

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Dexter Avenue Building  
445 Dexter Avenue, Montgomery  
Brent Speer 334.517.7541

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Tower Building & Deck and  
Chik-fil-A  
201 Monroe Street, Montgomery  
Willie Wright 334.517.7831

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ACC Building & Deck  
400 Adams Avenue, Montgomery  
Steven Majors 334.517.7821

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Battle House Tower  
11 N. Water Street, Mobile  
Lee McDonald 251.405.4780

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Trustmark Building  
107 St. Francis Street, Mobile  
Lee McDonald 251.405.4780

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**PRICE SHEET**  
**ITB 14-008**  
**PEST CONTROL SERVICES**

<b>FACILITY</b>	<b>APPROX SQ FEET</b>	<b>QUARTERLY CHARGE</b>	<b>ANNUAL COST</b>
RSA Plaza Building and Deck	162,946	\$ _____	\$ _____
RSA Union Building and Deck	407,370	\$ _____	\$ _____
RSA Tower Building and Deck	696,393	\$ _____	\$ _____
Chik-Fil-A @ the Tower (monthly)	7,500	\$ _____	\$ _____
ACC Building and Deck	300,198	\$ _____	\$ _____
Criminal Justice Center	377,683	\$ _____	\$ _____
RSA Headquarters and Deck	321,309	\$ _____	\$ _____
Postsecondary Education Bldg.	104,447	\$ _____	\$ _____
Dexter Avenue Building	487,160	\$ _____	\$ _____
Battle House Tower, Mobile ( <u>Excluding</u> the Hotel floors)	428,357	\$ _____	\$ _____
Trustmark Building, Mobile	300,000	\$ _____	\$ _____
<b>TOTAL ANNUAL CHARGE FOR ALL FACILITIES</b>		\$ _____	\$ _____

Listed square footage is an approximation for bid purposes only. Actual square footage may be more or less.

Cost per square foot additional facilities: \$ \_\_\_\_\_

# 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:

Retirement Systems of Alabama

ADDRESS:

201 S. Union Street, Montgomery, AL 36104

334-517-7130

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.)

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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.)

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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.***

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Signature Date

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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.*

State of \_\_\_\_\_

County of \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)**

**DATE:** \_\_\_\_\_

**RE: Contract/Grant/Incentive (describe by number or subject):**

\_\_\_\_\_ **by and between**  
\_\_\_\_\_ **(Contractor/Grantee) and**  
\_\_\_\_\_ **(State Agency, Department or Public Entity)**

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of the entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

**EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

\_\_\_(a)The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

\_\_\_(b)The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

**RETIREMENT SYSTEMS OF ALABAMA  
AGREEMENT FOR PEST CONTROL SERVICES**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between \_\_\_\_\_ (hereafter referred to as "Contractor") and The Teachers' Retirement System of Alabama and The Employees' Retirement Systems of Alabama (hereafter referred to collectively as "The Retirement Systems of Alabama" or "RSA") for pest control services, labor and equipment located at the Retirement Systems of Alabama facilities at the price indicated on the attached price sheet.

**AGREEMENT PERIOD**

The initial term of this Agreement will be from **April 1, 2014** through **March 31, 2015**. Up to four additional twelve month agreement periods may be entered into under the same specifications, terms and conditions if agreed upon in writing by both parties. In the event Retirement Systems of Alabama elects to renew the Agreement for an additional twelve month period, the contractor will be notified in writing at least sixty calendar days prior to the commencement of the additional period involved, and the Contractor shall accept or reject, in writing, said extension within fourteen calendar days after receipt of said notice.

**CONTRACT DOCUMENTS**

All specifications, terms and conditions set forth in the Retirement Systems of Alabama **Invitation to Bid #14-008**, including its exhibits, schedules, forms, logs, and addenda attached thereto, are fully a part of this Agreement, and with this document constitute the entire Agreement.

**CONTRACTOR STATUS**

It is understood that Contractor is an independent contractor, and neither it nor its employees or agents shall be considered employees of the RSA or the State of Alabama entitled to any benefits under the State Merit System.

**E-VERIFY**

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.

**APPLICABLE LAW**

The laws of the State of Alabama shall govern the interpretation and performance of this Agreement. Matters governing the terms and conditions of employment of the employees of the Contractor are entirely within the cognizance of the Contractor. The Retirement Systems of

Alabama shall have no right to control any of the actions of the employees of the Contractor, except as provided herein. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. Contractor warrants that it will comply with all applicable federal, state, and local laws, ordinances, orders, codes, and rulings governing equal employment opportunity, and further warrants that it will comply with such directives in all matters of employee health, safety and payment of wages and salaries. Contractor shall establish and maintain procedures and controls adequate to prevent its employment of any alien who is not legally eligible for such employment under the immigration laws of the Federal government.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

### **FORCE MAJEURE**

Neither party shall be responsible for delays or failures on performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, riots, acts of war, governmental regulations superimposed after the act, earthquakes, or other causes beyond the reasonable control of such party. In the event of any occurrence, which a party considers may cause a delay or failure of performance, such party shall promptly notify the other party in writing.

### **NONWAIVER**

During the term of this Agreement, any failure of the Retirement Systems of Alabama to discover or reject unacceptable work or work performed not in accordance with the specifications, terms and conditions of the Agreement, shall not be deemed an acceptance thereof, nor a waiver of the Retirement Systems of Alabama's right to a proper execution of the Agreement or any part of it by Contractor.

### **OTHER CONTRACTS**

Retirement Systems of Alabama shall have the right to award other contracts for additional materials and/or services, and Contractor shall fully cooperate with such other contractors and

shall fit its own schedule to that provided under other contracts. Contractor shall have no claim against Retirement Systems of Alabama for additional payment due to delays or other conditions created by the operation of other contractors. RSA will decide the respective right of the various contractors in order to secure the completion of any projects.

## **SEVERABILITY**

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the laws of the jurisdiction governing the entire Agreement, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such unenforceable provisions had never been contained herein.

## **SUCCESSORS AND ASSIGNS**

Contractor shall not assign the Agreement or any interest herein or any monies due or to become due hereunder without the expressed written consent of The Retirement Systems of Alabama. The Retirement Systems of Alabama and any of its successors and assignees reserve the unconditional right to assign any or all of its rights, title, interest or obligations in and to this Agreement for any or all locations covered by this Agreement to any agencies or associated or affiliated governmental bodies. Upon the effective date of any such assignment, the assignor shall be released from all rights, titles, interests and obligations under that portion of the Agreement assigned and the assignee shall assume all such rights, titles, interests and obligations.

## **SUBCONTRACTING**

The awarded bidder shall be solely responsible to provide all items and services specified within this Invitation to Bid. **The awarded bidder agrees that no portion of the services shall be subcontracted without written approval of Retirement Systems of Alabama.** If awarded bidder requests approval to subcontract any services specified herein, and approval is granted by Retirement Systems of Alabama, such subcontracting shall not be construed as to release the awarded bidder from any obligation or responsibility under the specifications, terms, and conditions of the Invitation to Bid, nor diminish or modify any of its obligations stated herein. It shall be the responsibility of the awarded bidder to negotiate with its subcontractor for remuneration for warranty services provided by subcontractor. Contractor shall absorb all charges by subcontractor for any and all services provided to Retirement Systems of Alabama under the terms and conditions of this Invitation to Bid.

## **INSURANCE**

Contractor shall secure, pay for, and at all times during the performance of this Agreement, maintain, through companies or agencies acceptable to The Retirement Systems of Alabama, such public, contingent and employer's liability insurance, containing provisions satisfactory to The Retirement Systems of Alabama as will protect the Contractor and The Retirement Systems from claims under worker's compensation and other employee benefit acts, and from any and all

claims for property damage or loss thereof which may arise in or result from the performance of the services under this Agreement, or by the failure or omission of the Contractor to comply with any of the provisions of this Agreement. Such insurance shall be an owner's protective liability policy or shall consist of a policy, or policies **naming The Retirement Systems of Alabama as additional insured** and shall include comprehensive general liability and property damage including automobile, products-completed operations and blanket broad form contractual, with coverage adequate in amounts to be determined by the Contractor to be reasonably necessary to afford protection from such claims, but with minimum limits as to both bodily injury and property damage of not less than **\$1,000,000.00** each, which coverage shall be written on an occurrence basis. No provision or provisions of this Agreement shall limit or restrict any liabilities assumed by the Contractor and stated in this Agreement. Contractor shall submit to The Retirement Systems of Alabama, a Certificate(s) of Insurance within ten (10) days of receipt of award notification indicating such insurance to be in force and effect; provided however that the Contractor shall, at any time upon request by The Retirement Systems of Alabama, file with The Retirement Systems of Alabama duplicate copies of the policy or policies of such insurance. No insurance required by this Contract shall be canceled without thirty days prior written notice to The Retirement Systems of Alabama.

## **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Retirement Systems of Alabama, its administrators, officers, employees and agents, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services under this Agreement or lack thereof. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this text. The Contractor shall save harmless Retirement Systems of Alabama, its administrators, officers, employees and agents, from and indemnify it and them against all claims, liens, and suits for labor and material furnished by the Contractor. The Contractor shall defend on behalf of Retirement Systems of Alabama alone, or against any administrator, officer, employees and agents, any suits jointly against the Contractor and Retirement Systems of Alabama, against Retirement Systems of Alabama alone, or against any administrator, officer, employee or agent of Retirement Systems of Alabama, for or arising out of any or all of the aforesaid causes. All claims against the State of Alabama or Retirement Systems of Alabama, or any of its officers, employees or agents by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any damages by or for any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

## **PERMITS, LICENSES, FEES AND REGULATIONS**

Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Services. Contractor

shall comply with all Federal, State, County, and Municipal laws, regulations, and codes pertaining to the performance of the service.

## **TERMINATION**

The Retirement Systems of Alabama shall have the right, at its sole option and discretion, to terminate this Agreement at any time absent any default on the part of the Contractor by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of termination. The Retirement Systems of Alabama shall have the right to terminate this Agreement immediately by written notice to the Contractor if the Contractor fails to execute the Services promptly and to The Retirement Systems of Alabama's satisfaction, or fails to perform any obligation imposed by any provision of this Agreement. The Contractor at its sole option and discretion shall have the right to terminate this Agreement at any time by giving written notice to The Retirement Systems of Alabama at least 60 calendar days prior to the effective date of termination.

## **USE OF THE RETIREMENT SYSTEMS OF ALABAMA FACILITIES**

Contractor shall release the Retirement Systems of Alabama from any responsibility arising from claims for personal injuries, including death, arising out of the use of such facilities, equipment, tools or supplies, irrespective of the condition thereof, or any negligence or gross negligence on the part of the Retirement Systems of Alabama in permitting their use.

## **DISCLOSURE OF INFORMATION**

Contractor agrees that it will not, during or after the term of this Agreement, disclose any proprietary information or confidential business information of the Retirement Systems of Alabama and/or the State of Alabama, including but not limited to its costs, charges, operating procedures, methods of doing business, or correspondence to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the Retirement Systems of Alabama. Such confidential or proprietary information received by the Contractor shall be used by it exclusively in connection with the performance of the Services.

Contractor shall not issue or release for publication any articles or advertising or publicity matter relating to the Services performed by the Contractor hereunder or mentioning or implying the name of the Retirement Systems of Alabama, its agencies or its departments or their respective personnel, without the prior written consent of the Retirement Systems of Alabama.

## **PARKING**

Retirement Systems of Alabama shall provide no parking space for the employees of the Contractor while employees are performing the services.

## **CONTRACTOR ACCESS**

Access routes, entrance doors or gates, parking and storage areas, etc., and any imposed time limitations shall be designated by the RSA Building Managers. Contractors shall conduct their operations in strict observance of the access routes and other areas established as described above. Contractor's employees shall not use the public elevators in the RSA facilities while performing the services. **Contractor's employees shall only use the service elevator(s) in the performance of the services.** Contractor will be responsible for any damage or dirtying of public elevators if utilized by Contractor's employees in violation of this restriction.

## **BILLING, INVOICES AND STATEMENTS**

Contractor shall submit invoices in arrears for work completed. Invoices must identify the charges for each building and reference each building's unique purchase order number assigned by RSA. Invoices should be mailed to:

ATTN: Heather Smith  
RSA Real Estate  
P. O. Box 302150  
Montgomery, Alabama 36130-2150

**RETIREMENT SYSTEMS OF ALABAMA**

**AGREEMENT FOR PEST CONTROL SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives.

**FOR THE RETIREMENT SYSTEMS OF ALABAMA**

BY: \_\_\_\_\_  
David G. Bronner

TITLE: Chief Executive Officer

DATE: \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_  
Legal Counsel

**FOR CONTRACTOR**

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_