

**THE RETIREMENT SYSTEMS  
OF ALABAMA**

**INVITATION TO BID**

For:

**WINDOW CLEANING SERVICES**

Agency Contacts:

R.J. Caldwell (334) 517-7202  
Brant Hill (334) 517-7200

Invitation to Bid No.: 16-009

**Mandatory Pre-bid Conferences:**

**Mobile**

DATE: November 16, 2016 TIME: 9:00 AM

**Montgomery**

DATE: November 17, 2016 TIME: 9:00 AM

**Bids Must be Received Before:**

DATE: December 1, 2016 TIME: 2:00 PM

**Bids Will be Publicly Opened**

DATE: December 1, 2016 TIME: 2:00 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, AL 36130-2150

**COURIER**  
RETIREMENT SYSTEMS OF ALABAMA  
201 South Union Street, 7th Floor  
Montgomery, AL 36104

**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**

_____ DAY OF _____, 20__	_____ COMPANY NAME	_____ AUTHORIZED SIGNATURE (INK)
_____ NOTARY PUBLIC	_____ MAILING ADDRESS	_____ TYPE / PRINT AUTHORIZED NAME
_____ TERM EXPIRATION	_____ CITY, STATE, ZIP	_____ TITLE
	_____ PHONE INCLUDING AREA CODE	_____ 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 should be submitted on a pricing sheet(s) in a format consistent with the requested information.
- Any errors or corrections to a bid response must be initialed by the person signing the bid.
- Delivery date may be considered a factor in determining an award.
- Any questions or clarifications concerning this bid should be first directed to **Rena Williams, JMR+H Architecture, PC, 445 Dexter Avenue, Suite 5050, Montgomery, AL 36104, (334) 420-5672, rwilliams@jmrha.com**. Bidders should only consider written information provided by the Architect for RSA by Addenda 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. Bidders must offer prices that do not include such taxes. Where use tax, lease tax or fees are applicable, they must be identified and their cost shown as separate items.

# RETIREMENT SYSTEMS OF ALABAMA ITB WINDOW CLEANING SERVICES

## OBJECTIVE

The Retirement Systems of Alabama proposes to enter into an agreement with a professional high-rise office building window cleaning enterprise for annual and semi-annual cleaning of exterior windows, curtain wall, structural glazing, and window frames at its various facilities in Montgomery, Alabama and Mobile, Alabama. Additionally, selected facilities will require interior window cleaning to be performed in limited areas as outlined hereinafter.

## RESPONSIVE BIDDERS

In order to be considered responsive, bidders must submit the following with their bid package:

- A minimum of three (3) written customer references demonstrating that it has performed exterior window cleaning services on buildings of comparable size, height and scope of difficulty.
- Financial statements (if requested by RSA after bid opening)
- Bidder must attend the Mandatory Pre-Bid Conference and Facilities Inspection (see below).
- Site inspection sheet with signatures
- Signed Sales Tax Certification (copy attached)
- Completed Vendor Disclosure Statement (copy attached)

## DESCRIPTION OF WORK

The successful bidder will clean all exterior windows and interior windows where noted and window frames using a cleaning solution approved by Retirement Systems of Alabama. Approval of the solution must be obtained prior to use on any facility. All windows and frames will be cleaned and wiped down to reduce streaking on glass and/or frames. Contractor shall take all measures necessary to prevent the cleaning solution from contacting the facilities' exterior walls. All window cleaning methodologies, technologies, and materials will be in accordance with the International Window Cleaning Association Standards ANSI/IWCA 1-14-1-2001 Window Cleaning Safety Standards and ASME A120.1-2001 Safety requirements for Powered Platforms for building maintenance and all applicable OSHA Regulations.

This cleaning shall be performed once during each 12-month agreement period at a time designated by the RSA Buildings and Properties Manager at the facilities listed in Schedule "A" of this invitation to bid. Cleaning at the RSA Tower and the CJC Buildings shall be performed two times during each 12-month agreement period at times designated by the RSA Buildings and Properties Manager as outlined in Schedule A.

Commencement of window cleaning for Mobile, Alabama properties is contingent upon completion of the installation and final certification for fall protection equipment, (see noted exceptions under Mobile, Alabama Properties below). Window cleaning for the Montgomery, Alabama properties shall run concurrent to the Mobile properties fall protection installation and certification. As Mobile Properties fall protection and certifications are completed, a notice to proceed will be issued.

The following cleaning shall be performed as stated during each 12-month agreement period at a time designated by the RSA Buildings and Properties Manager or as required below:

### Schedule "A"

#### MONTGOMERY, ALABAMA PROPERTIES

Alabama Center for Commerce	Cleaning of all exterior windows and window frames <i>plus cleaning of main lobby interior glass &amp; portico glass (interior &amp; exterior)</i>
ACC Parking Deck	Cleaning of all exterior windows and window frames
RSA Community College System Building	Cleaning of all exterior windows and window frames
RSA Systems Building Complex	Cleaning of all exterior windows and window frames,

	exterior and interior windows of the connecting link between parking deck and primary building, and interior and exterior windows of parking deck.
RSA Dexter Avenue	Cleaning of all exterior windows and window frames, and interior windows and frames of the south atrium glass box, and center atrium bridge lobby. Cleaning of all handrail glass on both sides on interior balconies. (to be provided two times per year for entire building).
RSA Plaza Building	Cleaning of all exterior windows and window frames
RSA Union Building	Cleaning of all exterior windows and window frames <b>plus cleaning of portico glass (interior &amp; exterior)</b>
RSA Union Parking Deck	Cleaning of all exterior windows and window frames <b>plus cleaning of interior &amp; exterior glass on stairwells</b>
RSA Daycare Center	Cleaning of all exterior windows and window frames
Capitol Parking Deck	Cleaning of all exterior windows and window frames
RSA Activity Center	Cleaning of all interior and exterior windows and window frames
RSA Tower Building	Cleaning of all exterior windows and window frames (2 times in Twelve Month Period, as directed)
RSA Tower Parking Deck	Cleaning of all exterior windows and window frames <b>Plus cleaning of interior glass at Regions walk-up window and interior glass at stairways 1, 2, 3, &amp; 4, and Interior windows.</b>
CJC	Cleaning of all exterior windows and window frames, including connectors and skylights

**MOBILE, ALABAMA  
PROPERTIES**

Tower (Battle House)	Cleaning of all exterior windows and window frames, <b>plus interior glazing and frames of the north lobby and south garden lobby, including any interior glazing wall surrounding stairs and above stairs from lobby side.</b>
Trustmark	Cleaning of all exterior windows and window frames
Van Antwerp	Cleaning of all exterior windows and window frames
Battle House Hotel	Cleaning of all exterior windows and window frames. Cleaning shall be completed per access from the street by way of lifts. (The start of this cleaning is not contingent upon fall protection.)
Battle House Parking Deck	Cleaning of all exterior and interior windows and window frames. (The start of this cleaning is not contingent upon fall protection.)
Battle House Tower Parking Deck	Cleaning of all exterior and interior windows and window frames. (The start of this cleaning is not contingent upon fall protection.)
Renaissance Mobile Riverview Plaza Hotel	Cleaning of all exterior windows and window frames, <b>plus interior multi-story windows and frames: 1. for the northwest Courtyard multi-story glazing and 2. for the southwest, off Lobby glazing. Exterior cleaning also includes windows for the Harbor Room.</b>

The successful bidder will be responsible for providing all supervision, labor, transportation, equipment, set-up and rigging, tools, materials, supplies, permits, and licenses required to perform the cleaning services in accordance with the above outlined standards. All such items shall be deemed as included in the bid prices submitted in bidder's response. All safety gear and support equipment shall meet or exceed all required ANSI/IWCA State, Local, and OSHA safety regulations. All associated costs for such compliance shall be borne solely by Contractor.

Cleaning shall be performed between the hours of 7:30 AM and 5:00 PM, Monday through Friday. Any request by successful bidder to perform services on a weekend must be approved in advance by the Retirement Systems of Alabama Buildings and Properties Director. Contractor shall notify the respective RSA Building Manager and the Architect prior to commencing work on a particular facility. A Pre Work Conference will be held for each facility prior to the execution of any work. **Once the cleaning services have begun, Contractor shall check with the Building Manager each day to report on the progression of the work. Contractor must provide supervision on-site when workers are present, and that supervisor must be able to communicate fluently in English.**

Reference drawings in PDF format of all buildings are available and may be obtained from JMR+H Architecture by digital access/file sharing for a one time administrative fee of \$75.00 (non-refundable; separate check). Contact JMR+H Architecture, Attn: Renae Williams; 445 Dexter Avenue, suite 5050; Montgomery, Alabama 36104; [spec@jmrha.com](mailto:spec@jmrha.com) Instructions for access will be provided.

## **PRICING**

The Bid Pricing required includes total yearly cost for a service period of five (5) consecutive years. The RSA also reserves the exclusive right to decline any extension after any year if services are deemed unfit. The bid pricing is for a total of five (5) years.

Bidders must include any and all costs in yearly building unit bid pricing to include those costs anticipated over the five year term. No additional charges, cost, increases, etc. beyond those costs included in bidder's response will be allowed. Bidders must submit their pricing on the pricing sheet provided in this ITB.

## **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).

## **AWARD**

An award will be made on an "all or none" basis to the lowest priced bidder meeting all specifications, terms and conditions. The Retirement Systems of Alabama reserves the right to reject any or all bids.

## **MANDATORY PRE-BID CONFERENCE AND FACILITIES INSPECTION**

For Mobile, Alabama Properties, a pre-bid conference and facilities inspection will be held on November 9, 2016 at 9:00 AM at the Battle House Tower, 11 North Water St., Suite 8245 conference room.

For Montgomery, Alabama Properties, a pre-bid conference and facilities inspection will be held for on November 10, 2016 at 9:00 AM at the RSA Executive Building, 201 South Union Street, Seventh Floor Conference Room, Montgomery, Alabama, Room 700.

The Pre-Bid is Mandatory. **ALL BIDDERS MUST ATTEND THE PRE-BID CONFERENCE AND COMPLETE THE FACILITIES INSPECTION ON THIS DATE.** The conference and facilities inspection will take approximately two to six hours to complete. Bids received by bidders who do not attend the pre-bid conference and facilities inspection will be rejected.

## **BID OPENING**

Bids will be publicly opened at 2:00 PM, **November 17, 2016**. The bid opening will be held in Room 700 of the RSA Executive Building, 201 South Union Street, Montgomery, Alabama.

## **AGREEMENT DOCUMENT**

The successful bidder will be required to sign and return the accompanying Agreement for Cleaning Exterior Windows & Frames at Retirement Systems of Alabama Facilities without modification, within ten (10) calendar days from notice of award.

## **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 completed and notarized Certificate of Compliance as well a copy of their entire E-Verify Memorandum of Understanding (MOU) issued by the U.S. Department of Homeland Security.

## **INSURANCE CERTIFICATE**

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

## Schedule "B" – Pricing Sheet

### MONTGOMERY, ALABAMA

Alabama Center for Commerce  
401 Adams Ave.  
Montgomery, Alabama

Cleaning of all exterior windows and window frames  
**plus: cleaning of main lobby interior glass & portico  
glass (interior & exterior)**

\$ \_\_\_\_\_

ACC Parking Deck  
401 Adams Ave.  
Montgomery, Alabama

Cleaning of all exterior windows and window frames

\$ \_\_\_\_\_

Alabama Community College  
System Building  
135 S. Union Street  
Montgomery, Alabama

Cleaning of all exterior windows and window frames

\$ \_\_\_\_\_

RSA Headquarters Building  
201 S. Union Street  
Montgomery, Alabama

Cleaning of all exterior windows and window frames

\$ \_\_\_\_\_

RSA Dexter Avenue  
445 Dexter Avenue  
Montgomery, Alabama

Cleaning of all exterior windows and window frames **plus: interior  
windows and frames of the south atrium glass box and center  
atrium bridge lobby. Cleaning of all handrail glass on both sides on interior  
balconies. (provided all work two times per year for entire building).**

\$ \_\_\_\_\_ X 2 = \$ \_\_\_\_\_

RSA Plaza Building  
770 Washington Avenue  
Montgomery, Alabama

Cleaning of all exterior windows and window frames

\$ \_\_\_\_\_

RSA Union Building  
100 N. Union Street  
Montgomery, Alabama

Cleaning of all exterior windows and window frames  
**plus: cleaning of portico glass (interior & exterior)**

\$ \_\_\_\_\_

RSA Union Parking Deck  
101 N. Ripley Street  
Montgomery, Alabama

Cleaning of all exterior windows and window frames  
**plus: cleaning of interior & exterior glass on stairwells**

\$ \_\_\_\_\_

RSA Daycare Center  
300 Monroe Street  
Montgomery, Alabama

Cleaning of all exterior windows and window frames

\$ \_\_\_\_\_

Capitol Parking Deck  
501 Monroe Street  
Montgomery, Alabama

Cleaning of all exterior windows and window frames

\$ \_\_\_\_\_

RSA Activity Center  
201 Dexter Avenue  
Montgomery, Alabama

Cleaning of all exterior windows and window frames

\$ \_\_\_\_\_

RSA Tower Building  
201 Monroe Street  
Montgomery, Alabama

Cleaning of all exterior windows and window frames  
**(provided all work two times per year).**

\$ \_\_\_\_\_ X 2 = \$ \_\_\_\_\_

RSA Tower Parking Deck

Cleaning of all exterior windows and window frames

100 Monroe Street  
Montgomery, Alabama

*plus: cleaning of interior glass at Regions walk-up  
window and interior glass at stairways 1, 2, 3, & 4, and  
Interior windows and window frames at elevator shafts*  
\$ \_\_\_\_\_

CJC  
301 S. Ripley Street  
Montgomery, Alabama

Cleaning of all exterior windows and window frames,  
including connectors and skylights (*provided all work two times per year*).  
\$ \_\_\_\_\_ X 2 = \$ \_\_\_\_\_

**MOBILE, ALABAMA**

Tower (Battle House)  
& Parking Deck  
11 North Water Street  
Suite 8245  
Mobile, Alabama 36602

Cleaning of all windows and window frames  
\$ \_\_\_\_\_

Battle House Parking Deck  
10 North Royal Street  
Mobile, Alabama 36602

Cleaning of all exterior windows and window frames.  
\$ \_\_\_\_\_

Trustmark  
107 St. Francis Street  
Mobile, Alabama 36602

Cleaning of all exterior windows and window frames  
\$ \_\_\_\_\_

Van Antwerp  
101 Dauphin Street  
Mobile, Alabama 36602

Cleaning of all exterior windows and window frames  
\$ \_\_\_\_\_

**TOTAL ANNUAL COST** \$ \_\_\_\_\_

**TOTAL COST FIVE YEAR TERM** \$ \_\_\_\_\_

**ALTERNATE BIDS**

**Alternate No. 1**  
Battle House Hotel  
26 N. Royal Street  
Mobile, Alabama 36602

Cleaning of all exterior windows and window frames  
\$ \_\_\_\_\_

**TOTAL ANNUAL COST** \$ \_\_\_\_\_

**TOTAL COST FIVE YEAR TERM** \$ \_\_\_\_\_

**Alternate No. 2**  
Renaissance Mobile  
Riverview Plaza Hotel  
64 S. Water Street  
Mobile, Alabama

Cleaning of all exterior windows and window frames  
\$ \_\_\_\_\_

**TOTAL ANNUAL COST** \$ \_\_\_\_\_

**TOTAL COST FIVE YEAR TERM** \$ \_\_\_\_\_

## **AGREEMENT FOR CLEANING EXTERIOR WINDOWS & FRAMES AT RETIREMENT SYSTEMS OF ALABAMA FACILITIES**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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 the annual cleaning of outside windows and window frames at designated Retirement Systems of Alabama facilities, and the semi-annual cleaning of outside windows and window frames at the Retirement Systems of Alabama Tower Building and Criminal Justice Center. Contractor agrees to perform the services at the rates specified in Schedule "A" (Pricing Sheet) of this Agreement.

### **AGREEMENT PERIOD**

The initial term of this Agreement will be from October 1, 2016, through September 30, 2017. The parties may elect to renew the agreement for up to four (4) additional twelve month periods at the same rate and terms contained herein. In the event The Retirement Systems of Alabama elects to renew the Agreement for any such additional twelve (12) month renewal period, Contractor will be notified in writing at least sixty (60) calendar days prior to the commencement of the additional period involved, and Contractor shall accept or reject, in writing, said renewal period within fourteen (14) calendar days after receipt of said notice. Each renewal period shall begin on the day following the expiration of the previous period. Contractor agrees that The Retirement Systems of Alabama shall not be under any obligation to extend this Agreement beyond the initial twelve (12) month term.

### **CONTRACT DOCUMENTS**

All specifications, terms and conditions set forth in the Retirement Systems of Alabama **Invitation to Bid #16-009**, 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 and agreed by the parties that the Contractor is retained as an independent contractor, and in no event shall any employee hired by or acting as an agent for the Contractor be considered an employee of The Retirement Systems of Alabama or the State of Alabama or be entitled to any benefits under the State Merit System while performing services under this contract. Nothing in the Agreement or any conduct of the parties pursuant hereto shall create or shall be deemed or intended to create a partnership, co-venture, joint venture, or joint undertaking of the parties.

The Contractor shall provide equal opportunity to all employees and applicants for employment without regard to race, color, religion, creed, sex, sexual orientation, national origin, ancestry, age, mental or physical disability, pregnancy, alienage or citizenship status, marital status or domestic partner status, genetic information, genetic predisposition or carrier status, gender identity, military status, and any other category protected by law in all employment decisions.

### **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 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 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 or the State of Alabama.

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.

### **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.

### **PROHIBITION OF CERTAIN BOYCOTTING ACTIVITIES**

In compliance with Act 2016-312, Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

### **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.

### **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.

### **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.

### **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**

Contractor shall be solely responsible to provide all items and services specified within Invitation to Bid 16-009. Contractor agrees that no portion of the services shall be subcontracted without written approval of Retirement Systems of Alabama. If Contractor 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 Contractor 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 Contractor 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.

## **METHOD**

Contractor will clean all exterior windows and window frames using a cleaning solution approved by Retirement Systems of Alabama. Approval of the solution must be obtained prior to use on any facility. Cleaning solution must be free of any corrosive content which may damage aluminum frames. All windows and frames will be cleaned and wiped down to reduce streaking on glass and/or frames. Contractor shall take all measures necessary to prevent the cleaning solution from contacting the facilities' exterior walls. All window cleaning methodologies, technologies, and materials will be in accordance with the International Window Cleaning Association Standards ANSI/IWCA 1-14-1-2001 Window Cleaning Safety Standards and ASME A120.1-2001 Safety requirements for Powered Platforms for building maintenance and all applicable OSHA Regulations.

Contractor shall furnish all tools, equipment, set-up and rigging, materials, and supplies to complete the job in a safe and timely manner. Any and all such costs shall be borne by Contractor and are deemed to have been included in the price bid by Contractor in ITB 16-009.

All safety gear and support equipment shall meet or exceed all required State, Local, and OSHA safety regulations. All associated costs for such compliance shall be borne solely by Contractor and shall be deemed to have been included in the prices bid by Contractor in ITB 16-009.

## **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 **\$3,000,000.00** 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-day 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 by Contractor, its agents or employees 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, upon request of Retirement Systems of Alabama, defend on behalf of Retirement Systems of Alabama, any of its administrators, officers, employees and/or agents, any suits jointly against the Contractor and Retirement Systems of Alabama, or 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, any 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 by giving written notice to the Contractor at least sixty (60) calendar days prior to the effective date of termination. In addition, 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 Retirement Systems of Alabama at least 60 calendar days prior to the effective date of termination.

### **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'S 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.

### **INVOICES AND BILLING**

Contractor shall submit invoices for completed work in arrears. 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:

JMR+H Architecture  
Attn: Dave Sawicki  
For Review and Approval and Forwarding to Owner

Invoice to be attached to ABC Form C-10 – Application and Certificate for Payment

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: \_\_\_\_\_

TITLE: Legal Counsel

**FOR CONTRACTOR**

BY: \_\_\_\_\_

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

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

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

**SITE INSPECTION SHEET**  
**ITB 16-009**

Willie Arrington, Manager (334) 517-7668  
Headquarters Building  
201 South Union Street  
Montgomery, Alabama

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Billy Coleman, Manager (334) 517-7811  
Criminal Justice Center (CJC)  
301 South Ripley Street  
Montgomery, Alabama

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Lee Criswell, Manager (334) 517-7851  
Plaza Building  
770 Washington Avenue  
Montgomery, Alabama

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Lee Criswell, Manager (334) 517-7851  
Alabama Community College System Building  
135 S. Union Street  
Montgomery, Alabama

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Bill McCoy, Manager (334) 517-7841  
Union Building, Deck & Capitol Deck  
100 North Union Street  
Montgomery, Alabama

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Brent Speer, Manager (334) 517-7541  
Dexter Avenue Building  
445 Dexter Avenue  
Montgomery, Alabama

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Signature

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Date

Willie Wright, Manager (334) 517-7831  
Tower Building & Deck  
201 Monroe Street  
Montgomery, Alabama

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Signature

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Date

Rob Leavell, Manager (334) 517-7821  
Alabama Center for Commerce & Deck  
400 Adams Avenue  
Montgomery, Alabama

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Signature

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Date

Lee McDonald, Manager (251) 405-4780  
Tower (Battle House)  
11 North Water Street  
Mobile, Alabama

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Signature

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Date

Marvin Mitchell, Manager (251) 517-4785  
Trustmark  
107 St. Francis Street  
Mobile, Alabama

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Signature

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Date

Randy Garvin, Manager (251) 417-4791  
Van Antwerp  
101 Dauphin Street  
Mobile, Alabama

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Signature

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Date

Kevin Andrews, Manager (251) 338-5304  
Battle House Hotel  
26 N. Royal Street  
Mobile, Alabama

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Signature

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Date

Kevin Andrews, Manager (251) 338-5304  
Renaissance Mobile Riverview Plaza Hotel  
64 S. Water Street  
Mobile, Alabama

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Signature

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Date

# **Retirement Systems of Alabama**

## **VENDOR CERTIFICATION**

(Required by Act 2006-557)

Alabama law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting 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.

I hereby attest that (company name) \_\_\_\_\_ is appropriately registered to collect and remit sales, use and lease tax on all its sales and leases into the State of Alabama and is not barred from bidding for or entering into a contract under ACT 2006-557. I hereby acknowledge that the RSA may declare any contract awarded from this ITB void if this certification is false.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Witness**

# 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
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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
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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
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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
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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
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***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
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Notary's Signature	Date	Date Notary Expires
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*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.*