

**THE RETIREMENT SYSTEMS
OF ALABAMA**

INVITATION TO BID

For:
GENERATOR AND TRANSFER SWITCH
MAINTENANCE AND SERVICE

Agency Contact:

Edward Davis (334) 517-7130

Invitation to Bid No.: **16-011**

Mandatory Pre-bid Conference:

DATE: September 1, 2016 TIME: 10:00 AM

Bids Must be Received Before:

DATE: September 12, 2016 TIME: 4:30 PM

Bids Will be Publicly Opened

DATE: September 13, 2016 TIME: 10:00 AM

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) WEBSITE: _____ EMAIL: _____

RETURN INVITATION TO BID:

REGULAR MAIL

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

COURIER

RETIREMENT SYSTEMS OF ALABAMA
201 SO. UNION STREET, SUITE 574
MONTGOMERY, ALABAMA 36104-0001

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__

MAILING ADDRESS

TYPE / PRINT AUTHORIZED NAME

NOTARY PUBLIC

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, handwritten.
- 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 or Edward.Davis@rsa-al.gov. 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.

GENERATOR AND TRANSFER SWITCH MAINTENANCE AND SERVICE

PURPOSE

The purpose of this Invitation to Bid is to select an experienced, qualified vendor to provide periodic generator and transfer switch inspections and maintenance at various Retirement Systems of Alabama facilities.

REQUIREMENTS

The successful bidder will be required to execute the attached **Agreement for Generator and Transfer Switch Maintenance and Services at RSA Facilities** without modification. The following documentation must be submitted as part of the bid package:

- Written documentation of training for technicians who will inspect and work on the generators and transfer switches
- A minimum of three customer references where bidder has provided maintenance and service for equipment of comparable size
- Site inspection sheet with signatures
- Signed Sales Tax Certification (copy attached)
- Completed Vendor Disclosure Statement (copy attached)
- Certificate of Compliance (copy attached)

MANDATORY PRE-BID CONFERENCE AND SITE INSPECTION

There will be a mandatory pre-bid conference and site inspection **September 1, 2016, at 10:00 AM**. The pre-bid conference will be held at 201 South Union Street, Montgomery, Alabama. Vendors will receive instructions for the site inspection at this time. **FAILURE TO ATTEND THE PRE-BID CONFERENCE AND SITE INSPECTION WILL RESULT IN REJECTION OF YOUR BID.**

BID OPENING

Bids must be received no later than 4:30 pm September 12, 2016. The bid opening will be held at 10:00 AM September 13, 2016 at the Retirement Systems of Alabama Headquarters Building, 201 South Union Street, Montgomery, Alabama.

BASIS OF AWARD

The bid will be awarded on an “all or none” basis to the lowest responsible bidder meeting all specifications, terms and conditions. Bidder’s reputation, qualifications and experience will be considered in the evaluation.

The Retirement Systems of AL reserves the right to reject any or all bids and to waive any technical errors or discrepancies if, in their judgment, it would be in the best interest of RSA to waive such errors or discrepancies.

It is not a requirement to be a registered bidder with the State of Alabama to qualify to bid.

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 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.

SPECIFICATIONS, TERMS AND CONDITIONS

Contractor will perform annual inspection and maintenance service on each generator set specified in this Invitation to Bid. At a minimum, maintenance will consist of the tasks listed herein. Contractor shall follow the manufacturer’s recommended maintenance.

All expendable supplies such as coolant, anti-freeze, fuses, elements, etc., are to be included in the bid price. **Oil and filter changes will be priced separately.**

All work will be performed in a professional, workman-like manner. Generator set will be in good working order prior to service man’s departure, or Retirement Systems of Alabama will be advised of any required repair(s). Generators will be load tested using available building load.

Load testing will be done outside normal Retirement Systems of Alabama business hours. Normal business hours are 7:00 AM to 5:00 PM. Contractor shall be paid at an hourly labor rate for “after hours” service calls. RSA will contact Contractor in advance to schedule load testing.

On-site response time for **emergency** service calls will not exceed three hours. On-site response time for **non-emergency** service calls will not exceed 24 hours. Contractor shall provide RSA after-hours emergency contact names and telephone numbers.

MAINTENANCE SCHEDULE

Facility	Date
Union Building	August
Capitol Deck	August
Plaza Building	September
ACC Building	December
ACC Deck	December
Tower Deck	December
Tower Building	December
AL Community College Systems	June
Criminal Justice Center	December
Headquarters Building	October
Battle House Tower, Mobile	June & December
Dexter Avenue Building	July
TrustMark Building, Mobile	July
RSA Van Antwerp Bldg.	July

**PRICE SHEET
ITB 16-011**

BUILDING	QTY	GENERATOR	TRANSFER SWITCH	A or SA	Cost per Inspection	ANNUAL COST
Union Building	1	500 KW Cummins ONAN Diesel	ONAN	A	_____	_____
Capitol Deck	1	340 KW Caterpillar Natural Gas	ONAN	A	_____	_____
Plaza Building	1	400 KW Caterpillar Diesel	ASCO	A	_____	_____
ACC Building	1	225 KW Caterpillar Diesel	ONAN	A	_____	_____
ACC Deck	1	175 KW Caterpillar Natural Gas	ASCO	A	_____	_____
Tower Deck	1	150 KW Cummins ONAN Diesel	ONAN	A	_____	_____
Tower Building	1	700 KVA Caterpillar Diesel	Zenith	A	_____	_____
AL Community College Systems	1	80 KW Cummins ONAN Natural Gas	ONAN	A	_____	_____
Criminal Justice Center	2	620 KW Marathon Diesel V-16	AZCO 7000 series (3)	A	_____	_____
Headquarters Building	3	1660 KW Caterpillar	n/a	A	_____	_____
Dexter Avenue Building	2	880 KW Cummins Natural Gas	Cummins 1200 AMP	A	_____	_____

BUILDING	QTY	GENERATOR	TRANSFER SWITCH	A or SA	Cost per Inspection	ANNUAL COST
TrustMark Building	1	625 KW Cummins Natural Gas	Cummins	A	_____	_____
TrustMark Building	1	215 KW Cummins Natural Gas	Cummins	A	_____	_____
TrustMark Building	1	250 KW Cummins Natural Gas	Cummins	A	_____	_____
RSA Van Antwerp Bldg.	1	500 KW Cummins Natural Gas	3- 300, 600, 1200 amps	A	_____	_____
TOTAL ANNUAL COST FOR ALL BUILDINGS:						\$ _____

Pricing for oil and filter change which may or may not be done in conjunction with annual maintenance :

						<u>COST PER OIL CHANGE</u>
Union Building	1	500 KW Cummins ONAN Diesel	ONAN	1 ea.	_____	
Capitol Deck	1	340 KW Caterpillar Natural Gas	ONAN	1 ea.	_____	
Plaza Building	1	400 KW Caterpillar Diesel	ASCO	1 ea.	_____	
ACC Building	1	225 KW Caterpillar Diesel	ONAN	1 ea.	_____	
ACC Deck	1	175 KW Caterpillar Natural Gas	ASCO	1 ea.	_____	
Tower Deck	1	150 KW Cummins ONAN Diesel	ONAN	1 ea.	_____	
Tower Building	1	700 KVA Caterpillar Diesel	Zenith	1 ea.	_____	
AL Community College Systems	1	80 KW Cummins ONAN Natural Gas	ONAN	1 ea.	_____	
Criminal Justice Center	2	620 KW Marathon Diesel V-16	AZCO 7000 series (3)	1 ea.	_____	
Headquarters Building	3	1660 KW Caterpillar	n/a	1 ea.	_____	
Dexter Avenue Bldg.	2	880 KW Cummins Natural Gas	Cummins 1200 AMP	1 ea.	_____	

Battle House Tower, Mobile	1	2000 KW 4160 Volt	n/a	1 ea.	_____
TrustMark Building	1	625 KW Cummins Natural Gas	Cummins	1 ea.	_____
TrustMark Building	1	215 KW Cummins Natural Gas	Cummins	1 ea.	_____
TrustMark Building	1	250 KW Cummins Natural Gas	Cummins	1 ea.	_____
RSA Van Antwerp Bldg	1	500 KW Cummins Natural Gas	Cummins (3)	1 ea.	_____

Flat rate charge for service call during business hours Mon – Fri 7:00 AM – 5:00 PM \$_____ per hour

Flat rate charge for service call after business hours Mon – Fri 5:00 PM – 7:00 AM (All day Saturday) \$_____ per hour

Flat rate charge for service call after business hours Sundays and holidays \$_____ per hour

Mileage charge on service calls (round trip) \$_____ per mile

Percentage markup on parts and supplies _____%

Hourly labor rate for mechanic \$_____ per hour

Hourly labor rate for helper \$_____ per hour

GENERATOR SET MAINTENANCE RECORD AND SCOPE OF WORK PERFORMED

() OK () NEEDS ATTENTION

- Lubricating System**
- () () Visually check engine oil level
 - () () Visually check for oil leaks
 - () () Visually check lube oil condition (water,fuel,metal,etc.)
 - () () Visually check hydraulic governor oil level
 - () () Change engine lube oil
 - () () Take oil sample for analysis
 - () () Change lube oil filter(s)
 - () () Change hydraulic governor oil if necessary
- Cooling System**
- () () Visually check coolant level
 - () () Visually check for coolant leaks
 - () () Visually check operation of louvers
 - () () Check anti-freeze protection level: _____
 - () () Check operation of coolant heater
 - () () Check belt condition and tension
 - () () Inspect water pump for seal leakage or bearing wear
 - () () Check condition & operation of radiator or remote, if applicable
 - () () Change water filter
 - () () Check DCA corrosion inhibitor level: _____
- Air Cooled Engines**
- () () Check for inlet and outlet obstructions
 - () () Check cooling shroud for proper fit and integrity
 - () () Check for damaged, cracked or missing cooling fins
- Fuel System**
- () () Visually check for fuel leaks
 - () () Visually check fuel lines and connections
 - () () Check fuel transfer pump
 - () () Check for proper governor operation
 - () () Change fuel filter element(s)
 - () () Adjust injectors and valves if necessary
 - () () Check operation of day tank
- Air Intake System**
- () () Visually check air and vent tube connections
 - () () Check supercharger or turbocharger intake for leaks and wear
 - () () Clean or replace crankcase breather
 - () () Inspect air cleaner, change oil if wet type, or change element if required
- Exhaust System**
- () () Check all connections
 - () () Check muffler condition, drain condensate if equipped
- Ignition System (Gas/Gasoline)**
- () () Check distributor cap, plug wires
 - () () Check, clean and gap plugs
 - () () Check and adjust points
 - () () Check ignition timing
- Engine Electrical System**
- () () Check battery voltage with charger disconnected:____ V
 - () () Check specific gravity/cell
 - () () Load test batteries

**GENERATOR SET MAINTENANCE RECORD AND SCOPE OF WORK PERFORMED
(continued)**

() OK

() NEEDS ATTENTION

- | | | |
|-----|-----|---|
| () | () | Clean battery terminals, check all connections |
| () | () | Visually inspect harness for overall condition and breaks in insulation |
| | | Engine Generator Safety System |
| () | () | Check overspeed shutdown |
| () | () | Check low oil pressure shutdown |
| () | () | Check high coolant temp shutdown |
| () | () | Check overcrank shutdown |
| () | () | Check operation of pre alarms |
| () | () | Check engine monitor gate operation |
| () | () | Check panel lamps |
| | | Generator Operation |
| () | () | Check generator set hertz (freq) _____ |
| () | () | Check generator volts line to line L1 _____ L2 _____ L3 _____ |
| () | () | Check generator volts line to line L1 _____ L2 _____ L3 _____ |
| () | () | Check for standby voltage with load _____% deviation w/o load _____% |
| () | () | Check frequency under load droop system _____HZ |
| () | () | Check frequency under load isoc _____HZ |
| () | () | Check for standby governor operation |
| () | () | Record any deficiencies in meter panel operation |
| () | () | Record engine operating water temp _____engine oil psi _____ |
| () | () | Check fuses, cables, and electrical connections on GEN and ATS's |
| () | () | CLEAN DEBRIS FROM RADIATOR FINS |
| | | Transfer Switch Operation |
| () | () | Operate manually, if practical |
| () | () | Inspect feeder connection |
| () | () | Operate transfer switch electrically |
| () | () | Visually check relay contacts for burning or pitting |
| () | () | Check indication light operation |
| | | Remote Annunciators |
| () | () | Verify operation of annunciator |
| () | () | Check all lights/LEDs on display |
| | | Generator Inspection |
| () | () | Remove access panels |
| () | () | Visually inspect insulation |
| () | () | Visually inspect feeder connection & check all tie down bolts & frame mounting bolts |
| | | Generator Room/Enclosure |
| () | () | Check area for cleanliness |
| () | () | If generator room is used for storage, check for any interference with accessibility or operation of unit |
| () | () | Check condition of enclosure (repairs? paint?) |

**SITE INSPECTION SHEET
ITB 16-011**

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

Signature

Date

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

Signature

Date

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

Signature

Date

Lee Criswell, Manager (334) 517-7851
AL Community College Systems
135 S. Union Street

Signature

Date

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

Signature

Date

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

Signature

Date

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

Signature

Date

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

Signature

Date

Lee McDonald, Manager (334) 517-4780
RSA Battle House Tower
11 N Water Street
Mobile, Alabama

Signature

Date

Marvin Mitchell Manager (251) 405-4785
TrustMark Building
107 St. Francis Street
Mobile, Alabama

Signature

Date

Randy Garvin, Manager (251) 405-4791
RSA Van Antwerp Bldg.
101 Dolphin Street
Mobile, Alabama

Signature

Date

**AGREEMENT FOR GENERATOR AND TRANSFER SWITCH
MAINTENANCE AND SERVICES AT RSA FACILITIES**

This Agreement is made and entered into this ____ day of _____, 2016, between _____ (hereafter referred to as “Contractor”) and the Teachers’ Retirement Systems of Alabama and Employees’ Retirement Systems of Alabama (hereafter referred to collectively as “Retirement Systems of Alabama” or “RSA”) for generator and transfer switch maintenance and services. All maintenance and services shall be in accordance with the pricing, specifications, terms and conditions contained in Invitation to Bid 16-011.

The initial term of this Agreement will be from _____, 2016, through _____, 2017. Up to four (4) additional twelve-month agreements may be entered into under the same specifications, pricing, terms and conditions if agreed upon in writing by both parties. In the event RSA 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.

GENERAL CONDITIONS

The Contractor agrees to perform all services at the frequencies listed in **ITB 16-011** and for the annual amount of \$_____. Contractor agrees to provide additional materials and services on a “call out” basis according to the labor rates and materials markup specified in Schedule “A”.

APPLICABLE LAW

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 the Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement 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.

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.

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.

CONTRACTOR STATUS

It is understood that the Contractor is an independent contractor, and neither it nor its employees, subcontractor, nor agents shall be considered employees of Retirement Systems of Alabama or the State of Alabama entitled to State Merit System benefits. Under no circumstances shall Contractor assign or subcontract any portion of this Agreement without written consent of Retirement Systems of Alabama.

FORCE MAJEURE

Neither party shall be responsible for delays or failures of 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, acts of terrorism, 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. Upon receipt of such written notice, the recipient shall have the option to terminate the Agreement in accordance with the guidelines set forth below in "TERMINATION", or to continue the Agreement once the impediments to performance have been removed.

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 the Contractor.

OTHER CONTRACTS

The 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 the 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 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 in violation of the Code of Alabama, Section 41-16-29. 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 the Retirement Systems of Alabama. If awarded bidder requests approval to subcontract any services specified herein, and approval is granted by the 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 this 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. Awarded bidder shall absorb all charges by subcontractor for any and all services provided to the Retirement Systems of Alabama under the term and conditions of this Invitation to Bid

INSURANCE

The Contractor shall secure, pay for, and at all times during the performance of this Agreement, maintain, through companies or agencies acceptable to Retirement Systems of Alabama, such public, contingent and employer's liability insurance, containing provision satisfactory to Retirement Systems of Alabama, as will protect the Contractor and Retirement Systems of Alabama 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 name 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 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 each, which coverage shall be written on an occurrence basis. No provision or provisions of the Agreement shall limit or restrict any liabilities assumed by the contractor and stated in this Agreement. The Contractor shall, prior to commencing any services, submit to Retirement Systems of Alabama, a Certificate(s) of Insurance indicating such insurance to be in force and effect. No insurance required by this Agreement shall be canceled without 30 day's 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 the Retirement Systems of Alabama, against the Retirement Systems of Alabama alone, or against any administrator, officer, employee or agent of the Retirement Systems of Alabama, for or arising out of any or all of the aforesaid causes. All claims against the State of Alabama or the 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 AND FEES

The 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. All costs therefore shall be deemed to be included in the prices listed in Schedule "A" of this Agreement.

COMPLIANCE

In compliance with Act 2016-312, the 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.

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.

TERMINATION

Retirement Systems of Alabama shall have the right, at its sole option and discretion, to terminate this Agreement at any time without any default on the part of the contractor, by giving written notice to the Contractor at least 30 calendar days prior to the effective date of termination. 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 satisfaction of RSA, or fails to perform any obligation imposed by any provision of the 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, operation 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.

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. Contractor shall conduct its 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

All billing is to be in arrears. All invoices must include the designated purchase order number for that facility and shall itemize the work performed. All invoices must be mailed to:

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

**AGREEMENT FOR GENERATOR AND TRANSFER SWITCH
MAINTENANCE AND SERVICES AT RSA FACILITIES**

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

FOR THE RETIREMENT SYSTEMS OF ALABAMA

BY: _____
David G. Bronner

TITLE: Chief Executive Officer

DATE: _____

REVIEWED BY: _____
Legal Counsel

FOR CONTRACTOR

COMPANY: _____

BY: _____

TITLE: _____

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 _____ is appropriately registered to collect
(company name)
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

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.

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