

**THE RETIREMENT SYSTEMS
OF ALABAMA**

INVITATION TO BID

For:
**INSPECTION OF EST / GE
FIRE ALARM SYSTEMS**

Agency Contact:

Edward Davis (334) 517-7130

Invitation to Bid No.: **18-005**

Mandatory Pre-bid Conference:

DATE: August 20, 2018 TIME: 10:00 AM

Bids Must be Received Before:

DATE: August 29, 2018 TIME: 4:00 PM

Bids Will be Publicly Opened

DATE: August 30, 2018 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 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	_____	FAX NUMBER
TERM EXPIRATION	_____	_____	_____

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 18-005
INSPECTION OF EST / GE FIRE ALARM SYSTEMS**

PURPOSE OF BID

The purpose of this invitation to bid is to establish an agreement with a qualified vendor to provide annual fire alarm inspections for Retirement Systems of Alabama facilities. The initial term of the agreement shall be for twelve months. Up to four additional twelve-month agreement periods may be entered into under the same specifications, pricing, terms and conditions if proposed in writing by the Retirement Systems of Alabama (RSA) and accepted by the Contractor. The successful bidder shall be required to execute, without modification, the "Agreement for Inspection of EST/GE Fire Alarm Systems" accompanying this Invitation to Bid.

QUALIFICATIONS

In order to be considered, bidders must be properly licensed and established as a Fire Alarm Contractor at all work sites. Bidder must be an authorized distributor and service provider for EST/GE Fire Alarm Systems. The systems must be maintained and tested by fully trained and authorized technicians.

MANDATORY PRE-BID CONFERENCE AND SITE INSPECTION

A pre-bid conference and site inspection will be held **August 20, 2018**, 10:00 AM at 201 South Union Street, Montgomery, in the 5th floor Conference Room. **ALL BIDDERS MUST ATTEND.** Any bid received from a bidder that does not attend the pre-bid conference and site inspection will be rejected. Immediately following the pre-bid conference, bidders will visit each Montgomery facility and have the attached Facility Inspection Sheet signed by the RSA building managers. Bidders must contact **Mike Beverly** to schedule a site inspection of the Prattville RTJ Capitol Hill Club House and **Tommy Gunn** to schedule a site inspection of the Legends Hotel & Conference Center in Prattville. Failure to inspect these facilities will result in rejection of your bid.

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.

REQUIREMENTS

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

- Written documentation of training/certification for technicians who will inspect and work on the alarm systems
- A minimum of three customer references where bidder has provided maintenance and service for jobs of comparable size
- Facility inspection sheet with signatures
- Completed Tax Certification Statement
- Completed Vendor Disclosure Statement

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.

BID OPENING

Bids will be publicly opened **August 30, 2018** at 10:00 AM in the 5th floor conference room, 201 South Union Street, Montgomery. Bids must be received no later than 4:00 PM August 29, 2018.

BASIS OF AWARD

The bid shall 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 Alabama 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.

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).

STATE LAW

Bidders must complete and return the Vendor Disclosure Statement and Sales Tax Certification Statement with their bid package (copies attached).

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 calendar days from the 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.

PERMIT & BUSINESS LICENSE

Successful bidder must have a current, valid State of Alabama Business License and shall obtain any and all required licenses and/or permits required by Federal, State and local law pertaining to the performance of the services. Any and all costs for such licenses and/or permits shall be at bidder's expense.

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.

SPECIFICATIONS

Specifications and conditions of annual inspections must consist of the following:

- All smoke and duct detectors must be tested for alarm condition and the condition recorded.
- All heat detectors must be tested for alarm condition and the condition recorded.
- All horns, strobes, speakers, bells, air handlers shutdown and door holders must be checked for proper operation and the condition recorded.
- The fire alarm panel and annunciator panel must be tested for proper operation, including batteries, and the condition recorded.

- The dialer or, if applicable, the city tie module monitoring the system must be checked for proper signals to the monitoring agent. This does not certify the dialer.
- Devices must be checked at random for trouble signals to the panel.
- The system must be tested according to the manufacturer's recommended procedures and NFPA 72 standards.
- Smoke detector sensitivity checks must be performed at fire control panel.
- The Contractor must certify that an inspection has been performed with the results documented and copies provided to the RSA building representative.
- The Contractor must use only original replacement components, manufactured by the equipment manufacturer to preserve the UL listing and meet NFPA requirements.
- The Contractor must be available to advise RSA whenever software and/or hardware upgrades become available from the original equipment manufacturer.

RESPONSE TIME / SERVICE CALLS

Contractor shall respond on-site to service calls within 24 hours from receipt of call. Service calls will be billed at the rates indicated on the price sheet. These prices do not include parts. Parts must be OEM (Original Equipment Manufacture) and may be obtained through the Contractor at list price plus shipping.

EQUIPMENT TO BE SERVICED

Plaza Building	FAST IRC-3 fire alarm panel
Capitol Parking Deck	GE EST 3
Union Building	GE EST 3
Union Parking Deck	GE EST 3
ACC Parking Deck	FAST IRC-3 fire alarm panel
Helen Hunt Learning Center	GE EST Quick Start
Capitol Hill Golf Course Club House	LSS4/36
The Legends at Capitol Hill Hotel & Conference Center	EST2 Network
Alabama Activity Center	EST3X

**FACILITY INSPECTION SHEET
ITB 18-005**

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

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

Brent Speer, Manager
Capitol Parking Deck
501 Monroe Street, Montgomery
334- 517-7541

Willie Wright, Manager
RSA Tower Building and Deck
201 Monroe Street, Montgomery
334-517-7831

Willie Wright, Manager
RSA Activity Center
201 Dexter Ave Montgomery
334-517-7831

Bill McCoy, Manager
Helen Hunt Learning Center
300 Monroe Street, Montgomery
334-517-7841

Robb Leavell, Manager
Alabama Center for Commerce Deck
400 Adams Avenue, Montgomery
334-517-7821

Mike Beverly
RTJ Capitol Hill Clubhouse
2600 Constitution Avenue, Prattville
Office: 334-285-1114

Tommy Gunn
The Legends at Capitol Hill
Hotel & Conference Center
2500 Legends Circle, Prattville
Office: 334-290-1235

**ANNUAL INSPECTION OF EST/GE FIRE ALARM SYSTEMS
PRICE SHEET
ITB 18-005**

RSA Plaza Building \$ _____
770 Washington Ave., Montgomery

Capitol Parking Deck \$ _____
501 Monroe St., Montgomery

RSA Union Building \$ _____
100 N. Union St., Montgomery

Union Parking Deck \$ _____
101 N. Ripley St. Montgomery

ACC Parking Deck \$ _____
401 Adams Ave., Montgomery

Helen Hunt Learning Center \$ _____
300 Monroe St., Montgomery

Capitol Hill Golf Course Club House \$ _____
2600 Constitution Ave., Prattville

The Legends at Capitol Hill \$ _____
Hotel & Conference Center
2500 Legends Circle, Prattville

RSA Activity Center \$ _____
201 Dexter Ave, Montgomery

REPAIR COST RATES

Weekdays 7:00 AM – 5:00 PM _____/hour

Weekdays after 5:00 PM _____/hour

Weekends _____/hour

Holidays _____/hour

**RETIREMENT SYSTEMS OF ALABAMA
AGREEMENT FOR
INSPECTION OF EST/GE FIRE ALARM SYSTEMS**

This Agreement is made and entered into this _____ day of _____, 2018, between _____ (hereafter referred to as the “Contractor”) and the Teachers’ Retirement Systems of Alabama and the Employees’ Retirement Systems of Alabama (hereafter referred to collectively as the “Retirement Systems of Alabama” or “RSA”) for the inspection of GE fire alarm systems at RSA facilities.

The initial term of this Agreement shall be from **September 15, 2018 to September 14, 2019**. Four additional 12-month agreement periods may be entered into with the same specifications, pricing, terms and conditions, if proposed in writing by the Retirement Systems of Alabama and accepted in writing by the Contractor.

PRICING

Contractor agrees to perform the services at the rates specified in “Schedule A” hereto attached, and in accordance with specifications, terms and conditions set forth in ITB 18-005.

CONTRACT DOCUMENTS

All specifications, terms and conditions set forth in the Retirement Systems of Alabama Invitation to Bid 18-005, 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 the Contractor is an independent Contractor and neither it nor its employees or agents shall be considered employees of the State of Alabama entitled to benefits of the State Merit System under this contract.

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 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 of 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 Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

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.

EXISTING UTILITIES AND STRUCTURES

Contractor shall establish and maintain procedures and controls adequate to protect the State of Alabama's and Retirement Systems of Alabama's property, structures, fixtures and appurtenances.

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 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 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 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 Retirement Systems of Alabama under the term and conditions of this Invitation to Bid.

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 lawful performance of the services required. All costs therefore shall be deemed to be included in the prices quoted by the Contractor and listed in Schedule "A" of this Agreement.

INSURANCE

The Contractor shall secure, pay for, and at all time 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 provisions 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 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. 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 cancelled without 30-days prior written notice to Retirement Systems of Alabama.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the 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 or non-performance of the services under this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this text. The Contractor shall save harmless the 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 the Retirement Systems of Alabama, its administrators, officers, employees and agents, any suits jointly against the Contractor and 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, 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 subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

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 thirty 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 satisfaction of the Retirement Systems of Alabama, 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 sixty 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

The 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 must be in arrears. Invoices must be submitted to:

ATTN: Heather Smith
RSA Building Expense Fund
P O Box 302150
Montgomery, AL 36130-2150

**RETIREMENT SYSTEMS OF ALABAMA
AGREEMENT FOR
INSPECTION OF EST / GE FIRE ALARM SYSTEMS**

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

FOR RETIREMENT SYSTEMS OF ALABAMA

BY: _____

David G. Bronner

TITLE: Chief Executive Officer

DATE: _____

REVIEWED BY: _____

Legal Counsel

FOR (CONTRACTOR)

SIGNATURE: _____

PRINT: _____

TITLE: _____

ADDRESS: _____

DATE: _____

Retirement Systems of Alabama

VENDOR TAX 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.

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.)

OVER

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 _____