

**THE RETIREMENT SYSTEMS  
OF ALABAMA**

**INVITATION TO BID**

**For:**  
KYOCERA NETWORK-READY  
PRINTER SYSTEMS

**Agency Contact:**

Edward Davis (334) 517-7130

Invitation to Bid No.: **14-014**

**Mandatory Pre-bid Conference:**

**DATE: N/A TIME: 10:00 AM**

**Bids Must be Received Before:**

**DATE: July 14, 2014 TIME: 5:00 PM**

**Bids Will be Publicly Opened**

**DATE: July 15, 2014 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) E-MAIL ADDRESS: \_\_\_\_\_ 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 SO. 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**

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
PHONE INCLUDING AREA CODE

\_\_\_\_\_  
AUTHORIZED SIGNATURE (INK)

\_\_\_\_\_  
TYPE / PRINT AUTHORIZED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
FAX NUMBER

## BID RESPONSE INSTRUCTIONS

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

**The Retirement Systems of Alabama**  
**ITB 14-014**  
**KYOCERA NETWORK-READY PRINTER SYSTEMS**

**PURPOSE**

The purpose of this Invitation to Bid is to establish an agreement with a qualified vendor for the purchase and maintenance of Kyocera equipment for the Retirement Systems of Alabama (RSA) in accordance with the specifications provided herein. The initial term of the agreement shall be for 12 months. Up to four additional 12-month agreement periods may be entered into under the same specifications, pricing, terms and conditions if proposed in writing by the RSA and accepted by the Contractor. The awarded bidder shall be required to execute, without modification, the "Agreement for Purchase and Maintenance of Kyocera Network-Ready Printer Systems" (copy attached).

**BID OPENING**

Bids must be received no later than 5:00 P.M., July 14, 2014. Bids will be publicly opened July 15, 2014 at 10:00 A.M. in the 5th floor conference room of the RSA Headquarters Building located at 201 South Union Street, Montgomery, Alabama.

**BID AWARD**

The bid will be awarded on an "all or none" basis to the lowest responsible bidder meeting all specifications, terms, and conditions. RSA reserves the right to reject any or all bids.

**AUTHORIZED VENDOR**

Awarded vendor must be a Kyocera manufacturer-authorized distributor for the printer offered. Additionally, the bidder must be a Kyocera factory-authorized service provider for the printers offered. All technicians must be factory trained by the Kyocera manufacturer. A letter of authorization from Kyocera showing bidder is a Kyocera authorized distributor and service provider must be provided with your bid response.

**E-VERIFY**

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.

Bidders are required to submit the completed and notarized Certificate of Compliance (attached). The successful bidder will be required to submit a copy of their entire E-Verify Memorandum of Understanding (MOU) issued by the U.S. Department of Homeland Security.

## REQUIREMENTS

Bidders are required to **submit with their bid** the Vendor Tax Certification Statement and Vendor Disclosure Statement (attached).

## QUANTITIES

The RSA makes no guarantee as to the quantity of items to be purchased as a result of this contract. **While representative of typical annual purchases, the estimated quantities and configurations listed on the Price Sheet will be used solely to assist in determining the low bidder.**

## PRICING

Bid price must include any and all costs associated with providing the specified product. No additional charges beyond those specifically delineated herein shall be allowed. Freight charges and installation must be included in bid price.

## INSTALLATION COST

Machine installation cost shall be the burden of the awarded vendor. All bids must include installation cost.

## DELIVERY

Delivery terms are F.O.B. Destination, 201 South Union Street, Montgomery, Alabama 36104. The term F.O.B. Destination shall mean delivered and unloaded inside the receiving dock of the RSA Headquarters Building. All shipments must include a packing slip or invoice referencing the Retirement Systems of Alabama's purchase order number.

**Delivery of the all equipment and accessories must be made within 15 working days after receipt of order.** RSA accepts deliveries Monday through Friday, 8:00 A.M. – 5:00 P.M., excluding State holidays.

## EQUIPMENT, ACCESSORIES, MATERIALS AND SUPPLIES

All equipment, accessories, materials and supplies must be classified as new, Original Equipment Manufacture and cannot contain any reprocessed parts or reprocessed components. Previously owned, refurbished, demonstration or field equipment/supplies will not be considered.

## INSPECTION

Prior to acceptance, all equipment shall be assembled, fully serviced and ready for operation, including initial startup supplies and network connection. The Retirement Systems of Alabama reserves the right to reject any items that do not conform to specifications.

## **WARRANTY**

Equipment must be warranted by the manufacturer for a minimum of 90 days. The Maintenance and Supplies agreement noted below is in addition to the manufacturer's warranty and does not limit awarded vendor's obligations under this agreement.

## **PATENTS**

The vendor shall protect the Retirement Systems of Alabama from any damages or liability arising from alleged infringements of patents.

## **TRAINING**

Awarded vendor will be responsible for initial training of a minimum of four (4) operators on all aspects of the device installed. Operator/instruction manual must be included with equipment at time of installation.

## **MAINTENANCE AND SUPPLIES**

The first annual maintenance period will commence on the date of installation and will be firm for 60 months. Maintenance cost will be based on a cost per copy basis with **no minimum**. Billing will be monthly in arrears. Maintenance will be available during normal working hours, 8:00 A.M. to 5:00 P.M., Monday through Friday, except State holidays. Maintenance will include, but is not limited to:

- A. All parts, labor, drums, developer, toner, travel, labor and all supplies excluding paper and staples. Contractor will repair or adjust the device as required to maintain it in good working order.
- B. Preventive maintenance procedures including lubrication, necessary adjustments, and replacement of unserviceable parts. All replacement parts will be new OEM.
- C. Maximum on-site service response time within 2 business hours of notification.
- D. An account representative assigned as the primary contact for RSA.

If a trend of excessive malfunctions is established and documented, the vendor will be required to replace the device with a printer of equal or better features at no additional charge to Retirement Systems of Alabama. It will be the responsibility of Retirement Systems of Alabama to provide documentation.

**PRICE SHEET  
ITB 14-014  
NETWORK READY PRINTER SYSTEMS**

**Kyocera Personal and Small Workgroup Printers**

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Price</u>
ECOSYS FS-1370DN B/W	15	ea	_____	_____
ECOSYS FS-2100DN B/W	10	ea	_____	_____
ECOSYS FS-4100DN B/W	20	ea	_____	_____
ECOSYS FS-4200DN B/W	3	ea	_____	_____
ECOSYS FS-4300DN B/W	5	ea	_____	_____
ECOSYS P6026cdn Color	3	ea	_____	_____
ECOSYS FS-C5250DN Color	2	ea	_____	_____
Maintenance cost per copy - B/W	300 M	ea	_____	_____
Maintenance cost per copy - Color	100 M	ea	_____	_____

**Kyocera Midsize to Large Workgroup Printers**

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Price</u>
TASKalfa 8001i B/W	2	ea	_____	_____
TASKalfa 6501i B/W	2	ea	_____	_____
TASKalfa 3501i B/W	2	ea	_____	_____
ECOSYS FS-3640MFP B/W	10	ea	_____	_____
TASKalfa 7551ci Color	1	ea	_____	_____
TASKalfa 3551ci Color	6	ea	_____	_____
TASKalfa 2551ci Color	4	ea	_____	_____
Maintenance cost per copy - B/W	1.75 mil	ea	_____	_____
Maintenance cost per copy – Color	500 M	ea	_____	_____

**TOTAL BID AMOUNT:**

**\$ \_\_\_\_\_**

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
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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

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

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

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

Name of Paid Consultant/Lobbyist	Address

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

\_\_\_\_\_  
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\_\_\_\_.

Contractor/Grantee/Recipient

\_\_\_\_\_  
Name of

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

**RSA AGREEMENT  
FOR  
PURCHASE AND MAINTENANCE OF  
KYOCERA NETWORK-READY PRINTER SYSTEMS**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between **(CONTRACTOR)** and the Teachers' Retirement Systems of Alabama and the Employees' Retirement System of Alabama (hereafter referred to as the "Retirement Systems of Alabama" or "RSA") for the purchase and maintenance of the Kyocera network-ready printer systems. The awarded bidder agrees to provide the equipment and maintenance in accordance with specifications, terms and conditions set forth in ITB 14-014.

**AGREEMENT PERIOD**

The initial term of this agreement shall be from \_\_\_\_\_ through \_\_\_\_\_. Up to four additional Agreement periods 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 awarded bidder will be notified in writing at least sixty calendar days prior to the commencement of the additional period involved, and the awarded bidder shall accept or reject, in writing, said extension within fourteen calendar days after receipt of said notice.

**GENERAL CONDITIONS**

The awarded bidder agrees to provide the products specified in Invitation to Bid #14-014, and any and all addenda and/or supporting documents to said Invitation to Bid, in accordance with the bid specifications, at the prices quoted by the awarded bidder in its bid response.

**CONTRACT DOCUMENTS**

All specifications, terms and conditions set forth in the Retirement Systems of Alabama Invitation to Bid #14-014, including its schedules 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 awarded bidder is an independent contractor and neither it nor its employees or agents shall be considered employees of the State of Alabama entitled to State of Alabama Merit System benefits.

## **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 awarded bidder are entirely within the cognizance of the awarded bidder. The Retirement Systems of Alabama shall have no right to control any of the actions of the employees of the awarded bidder, except as provided herein. The awarded bidder shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The awarded bidder 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. The awarded bidder 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. The awarded bidder'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.

## **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 awarded bidder, by giving written notice to the awarded bidder at least thirty (30) calendar days prior to the effective date of termination. RSA shall have the right to terminate this Agreement immediately by written notice to the awarded bidder if the awarded bidder fails to execute the services promptly and to RSA's satisfaction, or fails to perform any obligation imposed by any provision of this Agreement. The awarded bidder at its sole option and discretion shall have the right to terminate this Agreement at any time by giving written notice to RSA at least sixty calendar days prior to the effective date of termination.

## **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 above 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 awarded bidder.

## **SEVERABILITY**

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

## **SUCCESSORS AND ASSIGNS**

The awarded bidder 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 Invitation to Bid 14-014. The awarded bidder agrees that no portion of the services shall be subcontracted without written approval of Retirement Systems of Alabama. If the awarded bidder requests approval to subcontract any services specified herein, and approval is granted by Retirement Systems of Alabama, such subcontracting shall not be construed as to release the awarded bidder from any obligation or responsibility under the specifications, terms, and conditions of the Invitation to Bid, nor diminish or modify any of its obligations stated herein. It shall be the responsibility of the awarded bidder to negotiate with its subcontractor for remuneration for warranty services provided by subcontractor. The awarded bidder shall absorb all charges by subcontractor for any and all services provided to Retirement Systems of Alabama under the terms and conditions of ITB 14-014.

## **INDEMNIFICATION**

Awarded bidder shall defend, save, hold harmless, and indemnify the Retirement Systems of Alabama and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses for personal injury or damages to tangible property directly related to Contractor's performance under the Price Agreement and Contract. Contractor shall not be liable for damages that are the result of the negligence by the Retirement Systems of Alabama or participating purchasing entities. To the extent permitted by the laws of the State of Alabama, entities purchasing under this Agreement shall be responsible for their own acts, errors or omissions pertaining to this provision.

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

The awarded bidder 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 cost therefore shall be deemed to be included in the prices listed in the Schedule A: Price Sheet. The awarded bidder shall comply with all Federal, State, County, and Municipal laws, regulations, and codes pertaining to the performance of the service.

## **DISCLOSURE OF INFORMATION**

The awarded bidder 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 awarded bidder shall be used by it exclusively in connection with the performance of the Services.

The awarded bidder shall not issue or release for publication any articles or advertising or publicity matter relating to the Services performed by the awarded bidder 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.

## **BILLING**

Invoices will be mailed to:

ATTN: ITS Purchasing  
Retirement Systems of Alabama  
P O Box 302150  
Montgomery, Alabama 36130-2150

**RSA AGREEMENT  
FOR  
PURCHASE AND MAINTENANCE OF  
KYOCERA NETWORK-READY PRINTER SYSTEMS**

FOR: THE RETIREMENT SYSTEMS OF ALABAMA

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

TITLE: Chief Executive Officer

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

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

FOR CONTRACTOR:

BY: \_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_  
(Print)

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

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