

Retirement Systems of Alabama Solicitation

Solicitation RFB 020 23000000600	Document Phase Final	Document Description KONICA MINOLTA PRINTING DEVICES
Procurement Folder 1635002	Creation Date 10/03/22	Print Date 10/03/22

Request for Bids

CONTACTS

Contact	Name	E-mail	Phone
Requestor:	Katelen Allen	katelen.allen@rsa-al.gov	334-517-7130
Issuer:	Katelen Allen	katelen.allen@rsa-al.gov	334-517-7130
Buyer:	Katelen Allen	katelen.allen@rsa-al.gov	334-517-7130

Bids will be accepted from: 10/03/22

to: 10/25/22 4:00 PM

Bids will be opened: 10/26/22 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 are 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 the purchase order.)
5. E-mail address: _____ Internet Website: _____
6. General Contractor's License No: _____ Type of G.C. License: _____

Return invitation to bid:

Regular Mail

Retirement Systems of Alabama
Director of Office Services
P.O. Box 302150
Montgomery, AL 36130-2150

Courier

Retirement Systems of Alabama
Director of Office Services
201 S. Union St
Montgomery, AL 36104

Signature and Notarization Required

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

Sworn to and

VSS Vendor Number

Authorized Signature (Ink)

Subscribed before me this

Company Name

Type/Print Authorized Name

Day of _____

Mail Address

Title

Notary Public

City, State, Zip

Toll Free Number

Term Expiration:

Phone Including Area Code

Fax Number

COMMODITY INFORMATION

Group: 1 Default	Line: 1	Line Type: Item
Commodity Code: 20477		Quantity: 1.00000
Commodity Description: Printers, Laser		Unit: Each
Extended Amount:		Unit Price:
Preferred Vendor: _____		
Extended Description: _____		

KONICA MINOLTA PERSONAL AND SMALL WORKGROUP PRINTERS

BIDDERS SHOULD COMPLETE THE PRICE SHEET

SHIPPING AND BILLING**Shipping**

RETIREMENT SYSTEMS OF ALABAMA
 DIRECTOR OF OFFICE SERVICES
 201 S UNION ST
 MONTGOMERY, AL 36104
 USA

Delivery Date:

Billing

RETIREMENT SYSTEMS OF ALABAMA
 ITS Purchasing
 PO BOX 302150
 MONTGOMERY, AL 36130-2150
 USA

Delivery Type:

COMMODITY INFORMATION

Group: 1 Default	Line: 2	Line Type: Item
Commodity Code: 2047753		Quantity: 1.00000
Commodity Description: PARTS AND ACCESSORIES, LASERJET		Unit: Each
Extended Amount:		Unit Price:
Preferred Vendor: _____		
Extended Description: _____		

KONICA MINOLTA PERSONAL AND SMALL WORKGROUP PRINTERS

BIDDERS SHOULD COMPLETE THE PRICE SHEET

SHIPPING AND BILLING**Shipping**

RETIREMENT SYSTEMS OF ALABAMA
 DIRECTOR OF OFFICE SERVICES
 201 S UNION ST
 MONTGOMERY, AL 36104
 USA

Delivery Date:

Billing

RETIREMENT SYSTEMS OF ALABAMA
 ITS Purchasing
 PO BOX 302150
 MONTGOMERY, AL 36130-2150
 USA

Delivery Type:

COMMODITY INFORMATION

Group: 1 Default	Line: 3	Line Type: Item
Commodity Code: 93955		Quantity: 1.00000
Commodity Description: Multi-Function Office Machine Maintenance and		Unit: Each

Extended Amount:

Unit Price:

Preferred Vendor: _____

Extended Description:

KONICA MINOLTA PERSONAL AND SMALL WORKGROUP PRINTERS - MAINTENANCE ON NEW EQUIPMENT

NEW EQUIPMENT
COST PER COPY - BLACK @
\$ _____

NEW EQUIPMENT
COST PER COPY - BLACK @
\$ _____

SHIPPING AND BILLING

Shipping

RETIREMENT SYSTEMS OF ALABAMA
DIRECTOR OF OFFICE SERVICES
201 S UNION ST
MONTGOMERY, AL 36104
USA

Billing

RETIREMENT SYSTEMS OF ALABAMA
ITS Purchasing
PO BOX 302150
MONTGOMERY, AL 36130-2150
USA

Delivery Date:

Delivery Type:

COMMODITY INFORMATION

Group: 1 Default

Line: 4

Line Type: Item

Commodity Code: 93955

Quantity: 1.00000

Commodity Description: Multi-Function Office Machine Maintenance and

Unit: Each

Extended Amount:

Unit Price:

Preferred Vendor: _____

Extended Description:

KONICA MINOLTA PERSONAL AND SMALL WORKGROUP PRINTERS - MAINTENANCE ON EXISTING EQUIPMENT

CONSUMABLES ONLY

EXISTING EQUIPMENT
COST PER COPY - BLACK @
\$ _____

EXISTING EQUIPMENT
COST PER COPY - COLOR @
\$ _____

SHIPPING AND BILLING

Shipping

RETIREMENT SYSTEMS OF ALABAMA
DIRECTOR OF OFFICE SERVICES
201 S UNION ST
MONTGOMERY, AL 36104
USA

Billing

RETIREMENT SYSTEMS OF ALABAMA
ITS Purchasing
PO BOX 302150
MONTGOMERY, AL 36130-2150
USA

Delivery Date:

Delivery Type:

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 Katelen Allen 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 23-600
Konica Minolta Printing Devices

PURPOSE

The purpose of this Invitation to Bid is to establish an agreement with a qualified vendor for the purchase and maintenance of Konica Minolta equipment for the Retirement Systems of Alabama (RSA) in accordance with the specifications provided herein. The initial term of the agreement shall be for 36 months. Up to two additional 12-month agreement periods may be entered into under the same specifications, 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 Konica Minolta Printing Devices” (copy attached).

BID OPENING

Bids must be received no later than 4:00 P.M., October 25, 2022. Bids will be publicly opened October 26, 2022 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.

Vendors must be registered and active in Alabama Buys to be considered for award. Visit www.alabamabuys.gov to register.

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. The notice of intent will be posted on the RSA website. You may view this at <https://www.rsa-al.gov/about-rsa/itb-rfp/>.

AUTHORIZED VENDOR

Awarded vendor must be a Konica Minolta manufacturer-authorized distributor and a Konica Minolta factory-authorized service provider for the equipment offered under this contract. Bidder must have a minimum of 2 Konica Minolta certified factory trained technicians on staff. Bidder must be within a 50-mile radius and stock On-premise parts. A letter of authorization from Konica Minolta showing bidder is a Konica Minolta

authorized distributor and service provider must be provided with your bid response. A valid certification for each technician 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.

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.

SUBMITTALS

The following is required to be included with your bid submittal:

- Letter of Authorization from Konica Minolta
- Technician Certifications
- State of Alabama Vendor Disclosure Statement
- Certificate of Compliance
- Vendor Tax Certification
- Current W-9

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 installed inside 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.

EXISTING EQUIPMENT

There are 264 4000 Series Konica Minolta monochrome desktop printers and four Konica Minolta bizhub C3100P color printers in service at the RSA Headquarters building in Montgomery, Alabama. Each unit was placed under a maintenance agreement upon installation. The successful bidder will be responsible for supplying consumables **only** for existing equipment.

SOFTWARE SOLUTION

Our current contractor utilizes PrintFleet Software with Printer DCA. This local client software application collects meter, performance, and supply level data from our print devices. RSA print devices are **not** networked. The print device is connected to the PC using a USB Ethernet cable adapter, generating a virtual network from the PC. The USB adapter plugs into the PC USB port. The CAT6 cable plugs into the adapter and connects to the print device.

Bidders must state in their bid response the software solution they will utilize to collect meter readings as required. Prior to final award, bidders may be required to demonstrate their software solution will perform as required. The Retirement Systems of Alabama reserves the right to reject lowest bid if the software solution fails to function as required within the RSA operations.

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

Maintenance cost will be based on a cost per copy basis with **no minimum**. The first annual maintenance period will commence on the effective date of the contract and will be firm for 36 months. After the 36th month, contractor has the option to increase their cost-per-copy by one tenth of one cent each year for the remainder of the contract. 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. An account representative assigned as the primary contact for RSA.
- B. All parts, 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.
- C. Preventive maintenance procedures including lubrication, necessary adjustments, and replacement of unserviceable parts. All replacement parts must be new OEM.
- D. A maximum on-site service response time of four (4) business hours after service call is placed.
- E. All visits for driver updates due to implementation of new operating systems or addition of desktops at no extra charge.

- F. Collection of all meter readings by the contractor via the internet. It will be the contractor's responsibility to provide the software tools and setup necessary to gather the readings.
- G. Additional toners provided by contractor to be kept onsite. A minimum of two toners per 10 printers of the same model currently in service will be provided by contractor and kept onsite.
- H. 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 RSA. It will be the responsibility of RSA to provide maintenance documentation.

INVOICES

Billing will be quarterly in arrears. Quarterly invoices will show a description for each model, location, ID number, serial number, rate per page, beginning and ending meter reading, cost per unit, and total.

RSA's fiscal year runs October through September. Quarterly billing will run Oct-Dec, Jan-Mar, Apr-June and July-Sept. The first quarter for cost-per-copy billing will commence the day the printer is put in service and will span the remainder of the current quarter. Subsequent billing will cover the entire quarter.

Invoices will be mailed to:

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

**PRICE SHEET
ITB 23-600
PRINTER SYSTEMS AND ACCESSORIES**

Konica Minolta Personal and Small Workgroup Printers

<u>Description</u>	Qty	Unit	Unit Price Years 1-3	Unit Price Year 4	Unit Price Year 5
bizhub 4000i Black	400	ea	_____	_____	_____
bizhub 5000i Black	50	ea	_____	_____	_____
bizhub C4000i Color	15	ea	_____	_____	_____
PF-P23, 250-sheet drawer	65	ea	_____	_____	_____
PF-P24, 520-sheet drawer	125	ea	_____	_____	_____
PF-P21, 500-sheet drawer (C4000i)	25	ea	_____	_____	_____

Maintenance Cost per Copy

New Printers - Black	1.5 Mil	ea	_____
New Printers - Color	500 M	ea	_____
Existing Printers – Black (Consumables ONLY)	1.5 Mil	ea	_____
Existing Printers - Color (Consumables ONLY)	500 M	ea	_____

**RSA AGREEMENT
FOR
PURCHASE AND MAINTENANCE OF
Konica Minolta Printing Devices**

This agreement is made and entered into this _____ day of _____, 2022, 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 Konica Minolta Printing Devices. The awarded bidder agrees to provide the equipment and maintenance in accordance with specifications, terms and conditions set forth in ITB 23-600.

AGREEMENT PERIOD

The initial term of this agreement shall be from _____ through _____. Up to two 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 #23-600, 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 #23-600, 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.

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.

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.

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.

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 23-600. 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 23-600.

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 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, 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, its administrators, officers, employees and agents, and suits jointly against the Contractor and Retirement Systems of Alabama against Retirement Systems of Alabama alone, or against any administrator, officer, employee or agent of Retirement Systems of Alabama, for or arising out of any or all of the aforesaid causes. All claims against the State of Alabama or Retirement Systems of Alabama, or any of its administrators, 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 benefits acts or other employee benefit acts.

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

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.

BILLING

RSA's fiscal year runs October through September. Quarterly billing will run Oct-Dec, Jan-Mar, Apr-June and July-Sept. The first quarter for cost-per-copy billing will commence the day the printer is put in service and will span the remainder of the current quarter. Subsequent billing will cover the entire quarter.

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
Konica Minolta Printing Devices**

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: _____

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.)

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 of 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 that 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. The Contractor/Grantee must attach a copy of its complete *E-Verify Memorandum of Understanding* issued and electronically signed by the U.S. Department of Homeland Security when the business entity or employer enrolls in the E-Verify program to this Certificate of Compliance.

___ (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 factor 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