

# Retirement Systems of Alabama Solicitation

<b>Solicitation</b> RFB 020 19000000945	<b>Document Phase</b> Final	<b>Document Description</b> NETWORK-READY PRINTER SYSTEMS
<b>Procurement Folder</b> 878321	<b>Creation Date</b> 06/07/19	<b>Print Date</b> 06/12/19

## Request for Bids

### CONTACTS

Contact	Name	E-mail	Phone
<b>Requestor:</b>	Shanon McWhorter	Shanon.McWhorter@rsa-al.gov	334-517-7131
<b>Issuer:</b>	Katelen Allen	katelen.allen@rsa-al.gov	334-517-7130
<b>Buyer:</b>	Shanon McWhorter	Shanon.McWhorter@rsa-al.gov	334-517-7131

**Bids will be accepted from:** 06/13/19

**to:** 07/01/19 4:30 PM

**Bids will be opened:**

### 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

### Extended Description:

COPYSTAR \_\_\_\_\_% OFF OF MSRP PRICE FOR NEW EQUIPMENT AND ACCESSORIES

## SHIPPING AND BILLING

,

**Delivery Type:**

## COMMODITY INFORMATION

**Extended Description:**

COST PER COPY - COLOR @ \$\_\_\_\_\_

## SHIPPING AND BILLING

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**Delivery Type:**

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**The Retirement Systems of Alabama  
RFB 19000000945  
NETWORK-READY PRINTER SYSTEMS**

**PURPOSE**

The purpose of this Request for Bid is to establish an agreement with a qualified vendor for the purchase and maintenance of new equipment and the maintenance of existing 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 Network-Ready Printer Systems" (copy attached).

There are 66 Kyocera printers currently in place; 55 are located in the RSA Headquarters Building, 8 are located in RSA properties in downtown Montgomery, and 3 are located in RSA's Mobile properties.

This contract will also cover maintenance and supplies for existing Kyocera printers still in service.

For your reference, a spreadsheet is attached with maintenance information on each existing printer as of May 2019. Bidder should only complete the Bid Evaluation Sheet for the respective equipment they intend to provide the lowest cost for, Kyocera or Copystar.

**BID OPENING**

Bids must be received no later than 4:30 PM, July 1, 2019. Bids will be publicly opened July 2, 2019 at 1:00 PM in the 5th floor conference room of the RSA Headquarters Building located at 201 South Union Street, Montgomery, Alabama.

**PRICING**

Bidder will provide discount percentage off the Manufacturer Suggested Retail Price (MSRP). Bid pricing must include any and all costs associated with providing the specified products. No additional charges beyond those specifically delineated herein will be allowed. Freight charges and installation must be included in the bid price. During the term of the Agreement if a promotional package, price incentive, and/or rebate is offered by the manufacturer and made available to state and local government customers within the State of Alabama, the awarded bidder will allow RSA to make purchases utilizing this

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pricing. The RSA will not file for rebate(s); therefore, the awarded bidder must offer and bill the RSA at the net discounted price of the applicable offering.

## **BID EVALUATION**

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 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.

Bidder is to place the percentage discount (shown as a whole number with one decimal place) under the Commodity Information for each item listed on the RFB.

Using the Bid Evaluation Sheet, the lowest bidder will be determined by the following weighted calculations:

1. Maintenance on existing and new equipment – Total Maintenance cost multiplied by 80%
2. New Equipment and Accessories – Total Printers & Accessories discounted price multiplied by 20%

The RSA makes no guarantee as to the quantity of items to be purchased or the number of copies to be made as a result of this contract. While representative of typical annual purchases, the estimated quantities listed on the Bid Evaluation Sheet will be used solely to assist in determining the lowest bidder.

Vendors must be a registered bidder with the State of Alabama (STAARS) to qualify to bid.

## **INTENT TO AWARD**

The RSA 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).

## **AUTHORIZED VENDOR**

Awarded vendor must be a manufacturer-authorized distributor for the equipment offered. Additionally, the bidder must be a factory-authorized service provider for existing equipment and new equipment offered. All technicians must be manufacturer-trained for A3 and A4 MFP equipment. A letter of authorization from the manufacturer showing bidder is an 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

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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 as 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.**

## **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 RSA'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 or supplies will not be accepted. Equipment and accessories must be the brand and model specified.

## **INSPECTION**

Prior to acceptance, all equipment shall be assembled, fully serviced and ready for operation, including initial startup supplies and network connection. The RSA 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.

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## **PATENTS**

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

## **TRAINING**

Awarded vendor will be responsible for training RSA technicians on all aspects of the devices installed. Operator/instruction manual must be included with equipment at time of installation.

## **SECURITY**

Vendor's technicians and installers must be accompanied by a RSA technician at all times when visiting desktops.

## **MAINTENANCE AND SUPPLIES**

Maintenance cost will be based on a cost-per-copy basis with no minimum. Billing will be quarterly in arrears. Maintenance will be available during normal working hours, 8:00 AM to 5:00 PM local time, Monday through Friday.

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 supplies excluding paper and staples
- C. Preventive maintenance procedures including lubrication, adjustments, and replacement of unserviceable parts. All replacement parts will be new OEM
- D. A maximum on-site service response time of four (4) business hours after service call is placed
- E. All manufacturer-required print driver updates
- F. Collection of all meter readings by contractor via the internet. Contractor is responsible for software tools and setup necessary to gather accurate readings
- G. A minimum of 2 toners per 10 printers of the same model currently in service to be kept onsite

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

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## KYOCERA BID EVALUATION WORKSHEET

### Kyocera Equipment and Accessories

Description	Qty	Unit	MSRP	Discount	Discounted Price	Extended Price
TASKalfa 8002i B/W (A3)	4	ea.				
TASKalfa 7003i B/W (A3)	2	ea.				
TASKalfa 4003i B/W (A3)	35	ea.				
TASKalfa 8052i Color (A3)	3	ea.				
TASKalfa 6053i Color (A3)	4	ea.				
TASKalfa 5053i Color (A3)	20	ea.				
TASKalfa 4053ci Color (A3)	20	ea.				
TASKalfa 3553ci Color (A3)	13	ea.				
TASKalfa 406ci Color (A4)	2	ea.				
TASKalfa 307ci Color (A4)	8					
DP-7110, 270 Sheet Dual Scan Document Processor	5	ea.				
DP-7130, 270 Sheet Dual Scan Document Processor w/ Multi-Feed Sensor	4	ea.				
DF-7110, 4,000 Sheet Finisher (100 Sheet Staple)	10	ea.				
DF-7120, 1,000 Sheet Finisher (100 Sheet Staple)	8	ea.				
DF-7130, 4,000 Sheet Finisher (100 Sheet Staple)	15	ea.				
PF-7120, 3,000 Sheet Large Capacity Side Tray - Letter	5	ea.				
PH-7A 2 and 3 Hole Punch Unit	5	ea.				
PF-7100, Dual 500 Sheet Paper Trays – Ledger	5	ea.				
PF-7110, Dual 1,500 Sheet Paper Trays - Letter	13	ea.				
PF-730 (B), Dual 500 Sheet Paper Trays – Ledger	8	ea.				
PF-740 (B), Dual 1,500 Sheet Paper Trays - Letter	11	ea.				
<b>TOTAL EQUIPMENT &amp; ACCESSORIES:</b>						

### Maintenance Cost per Copy (Unit Price no more than 4 decimal places)

Description	Qty	Unit	Unit Price	Extended Price
New Printers – B/W	1.75	Mil		
New Printers – Color	500	M		
Existing Printers – B/W	1.75	Mil		
Existing Printers - Color	500	M		
<b>TOTAL MAINTENANCE COST:</b>				

NOTE: Bidder should **ONLY** fill out Kyocera Bid Evaluation Worksheet if Kyocera is the product vendor selects to bid.

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## COPYSTAR BID EVALUATION WORKSHEET

### Copystar Equipment and Accessories

Description	Qty	Unit	MSRP	Discount	Discounted Price	Extended Price
CS 8002i B/W (A3)	4	ea.				
CS 7003i B/W (A3)	2	ea.				
CS 4003i B/W (A3)	35	ea.				
CS 8052i Color (A3)	3	ea.				
CS 6053i Color (A3)	4	ea.				
CS 5053ci Color (A3)	20	ea.				
CS 4053ci Color (A3)	20	ea.				
CS 3553ci Color (A3)	13	ea.				
CS 406ci Color (A4)	2	ea.				
CS 307ci Color (A4)	8	ea.				
DP-7110, 270 Sheet Dual Scan Document Processor	5	ea.				
DP-7130, 270 Sheet Dual Scan Document Processor w/ Multi-Feed Sensor	4	ea.				
DF-7110, 4,000 Sheet Finisher (100 Sheet Staple)	10	ea.				
DF-7120, 1,000 Sheet Finisher (100 Sheet Staple)	8	ea.				
DF-7130, 4,000 Sheet Finisher (100 Sheet Staple)	15	ea.				
PF-7120, 3,000 Sheet Large Capacity Side Tray - Letter	5	ea.				
PH-7A 2 and 3 Hole Punch Unit	5	ea.				
PF-7100, Dual 500 Sheet Paper Trays – Ledger	5	ea.				
PF-7110, Dual 1,500 Sheet Paper Trays - Letter	13	ea.				
PF-730 (B), Dual 500 Sheet Paper Trays – Ledger	8	ea.				
PF-740 (B), Dual 1,500 Sheet Paper Trays - Letter	11	ea.				
<b>TOTAL EQUIPMENT &amp; ACCESSORIES:</b>						

### Maintenance Cost per Copy (Unit Price no more than 4 decimal places)

Description	Qty	Unit	Unit Price	Extended Price
New Printers – B/W	1.75	Mil		
New Printers – Color	500	M		
Existing Printers – B/W	1.75	Mil		
Existing Printers - Color	500	M		
<b>TOTAL MAINTENANCE COST:</b>				

NOTE: Bidder should **ONLY** fill out Copystar Bid Evaluation Worksheet if Copystar is the product vendor selects to bid.

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

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 network-ready printer systems. The awarded bidder agrees to provide the equipment and maintenance in accordance with specifications, terms and conditions set forth in **RFB 19000000945**.

### AGREEMENT PERIOD

The initial term of this agreement shall be from **August 1, 2019** through **July 31, 2020**. 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 Request for Bid 19000000945, 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

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All specifications, terms and conditions set forth in the Retirement Systems of Alabama RFB 19000000945, 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 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, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

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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 contractor, by giving written notice to the contractor at least thirty (30) 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 RSA's satisfaction, or fails to perform any obligation imposed by any provision of this Agreement. The contractor, at its sole option and discretion, shall have the right to terminate this Agreement at any time by giving written notice to 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.

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## **NONWAIVER**

During the term of this Agreement, any failure of the Retirement Systems of Alabama to discover or reject unacceptable work or work performed not in accordance with the specifications, terms and conditions of the Agreement, shall not be deemed an acceptance thereof, nor a waiver of the Retirement Systems of Alabama's right to a proper execution of the Agreement or any part of it by the Contractor.

## **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**

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 Request for Bid 19000000945. 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 RFB 19-945.

## **INDEMNIFICATION**

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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 Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the Services. All cost therefore shall be deemed to be included in the prices listed in the price sheet of this Agreement.

## **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**

All costs incurred in accordance with this Agreement shall be billed in arrears. The RSA fiscal year ends September 30. The first billing cycle will include the months of August

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and September. Subsequent billings will be quarterly in arrears. The RSA agrees to make payment of such invoices within thirty (30) days of the date of the invoice.

Invoices will be mailed to:

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

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**RSA AGREEMENT  
FOR  
PURCHASE AND MAINTENANCE OF  
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: \_\_\_\_\_

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## 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 RFB void if this certification is false.

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

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

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

# State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM:

ADDRESS:

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD:

Retirement Systems of Alabama

ADDRESS:

201 S. Union Street, Montgomery, AL

36104

334-517-7000

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

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

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

Signature	Date
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Notary's Signature	Date	Date Notary Expires
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*Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*

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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