

Request for Proposals  
For  
Security Guard and Consulting Services  
Related to Office Buildings and Other Facilities  
For The Retirement Systems of Alabama  
For the period of July 2023 through June 2028

RSA RFP RE23-005  
Issue Date: June 6, 2023

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## **1. Introduction**

### **1.1 Purpose of Procurement**

The purpose of this Request for Proposal (“RFP”) is for the Retirement Systems of Alabama (“RSA”) to establish a contract with a qualified Offeror that will provide security guard and consulting services related to RSA’s office buildings and other facilities, as described in this RFP (“Contract”).

### **1.2 RFP Responses**

Offerors interested in obtaining such a Contract shall respond to this RFP in accordance with the instructions and provisions set forth herein.

All RFP responses must include each of the following:

- (a) A completed Proposer Profile Form (Attachment A);
- (b) A confirmation that the Offeror will perform the Scope of Work set forth in Section 4 below and will accept contractual terms and conditions set forth in the sample contract (Attachment B);
- (c) A completed Professional Services Questionnaire (Attachment C);
- (d) Responses to each of the Proposal Factors set forth in Section 3 below (including a completed Cost Proposal (Attachment D));
- (e) Required forms and certifications, including:
  - Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (E-Verify Act) (Attachment E);
  - Disclosure Statement, pursuant to Alabama Act 2001-955 (Attachment F).

#### **1.2.1 Format**

Offerors should provide their responses in the following formats:

- (a) Two printed, bound paper copies of the response must be received by the RSA Contact indicated in Section 1.4 by June 28, 2023 at 2:00 p.m.
- (b) One electronic copy of the response in PDF format must be received by June 28, 2023 at 2:00 p.m. by the three e-mail contacts stated in Section 1.4 (if the file is greater

than 10 megabytes, it must be separated into files 10 megabytes or less, with each sent in separate emails).

### **1.3 Schedule of Events**

The schedule of events set out herein is RSA’s best estimate of the schedule that will be followed. However, delays in the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the closing date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date of the RFP at RSA’s web address: <https://www.rsa-al.gov/about-rsa/itb-rfp/>. After the closing date, RSA reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and Contract execution on an as needed basis with or without notice.

<b>Description</b>	<b>Date</b>	<b>Time</b>
Issuance of RFP	June 6, 2023	N/A
Deadline for written questions sent via email to the RFP Contact referenced in Section 1.4	June 21, 2023	2:00 p.m. CST
Responses to Written Questions	June 24, 2023	5:00 p.m. CST
Proposals Due/Closing Date and Time	June 28, 2023	2:00 p.m. CST
Proposal Evaluation Completed	Anticipated 1 to 3 weeks after Closing Date	N/A
Selection Notification	Anticipated 1 to 3 weeks after Closing Date	N/A
Contract Execution	Anticipated 1 to 3 weeks after Closing Date	N/A

### **1.4 RFP Contact**

Larry Armstead  
Director of Security and Access Control  
Retirement Systems of Alabama  
201 South Union Street  
Montgomery, AL 36106  
(334) 517-7675  
[larry.armstead@rsa-al.gov](mailto:larry.armstead@rsa-al.gov)  
(copies to [leland.smith@rsa-al.gov](mailto:leland.smith@rsa-al.gov) and [tyree.jones@rsa-al.gov](mailto:tyree.jones@rsa-al.gov))

## **2. General Information and Instructions to Offerors**

By submitting a response to the RFP, the Offeror is acknowledging that the Offeror has read the information and instructions in the RFP and agrees to comply with the information and instructions contained in the RFP.

**2.1 Restrictions on Communicating with Staff**

From the issue date of this RFP until the final award is announced (or the RFP is officially cancelled), Offerors are not allowed to communicate for any reason with any RSA staff except through the RFP Contact named herein, during the Offeror’s conference (if any), or as provided herein. Prohibited communication includes all methods of contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. RSA reserves the right to reject the response of any Offeror violating this provision. The restrictions in this provision shall not apply to communication by any Offeror currently doing business with RSA, or in the State of Alabama, that requires communication with RSA regarding the subject matter(s) of that business in the normal course of doing business.

**2.2 Submitting Questions**

All questions concerning this RFP must be submitted in writing via email to the RFP Contact identified in Section 1.4 of this RFP. Only written questions will be accepted. Only written responses of RSA will be deemed authoritative. All questions must be submitted by the deadline identified in the Schedule of Events for submitting questions. Offerors are cautioned that RSA may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this RFP must be submitted in the following format:

Company Name

Question #1 Question: Citation of relevant section of the RFP

Question #2 Question: Citation of relevant section of the RFP

Offerors should not use their responses to the RFP to submit questions to the RFP Contact.

**2.3 Site Visits**

Before submitting any proposal responsive to this RFP, Offerors can submit a request to schedule site visits of RSA properties to the RFP contact indicated in Section 1.4. If requested in a timely manner and schedule permitting, the RSA Director of Security will attempt to work with Offerors to approve such site visit requests. Offeror will be held to have familiarized itself with the sites prior to

submitting any proposal in response to this RFP. No extra cost will be allowed because of Offeror's unfamiliarity with RSA's properties.

**2.4 RSA's Right to Request Additional Information – Offeror's Responsibility**

Prior to the Contract award, RSA must be assured that the selected Offeror has the resources necessary to successfully perform under the Contract. These resources include, but are not limited to, adequate number of personnel with required skills, financial resources sufficient to perform the work/services required under the Contract, and experience in similar endeavors. If, during the evaluation process, RSA is unable to assure itself of the Offeror's ability to perform the work/services under the Contract, if awarded, RSA has the option of requesting from the Offeror any information deemed necessary to determine the Offeror's responsibility. If such information is required, the Offeror will be so notified and will be permitted a reasonable time not to exceed seven (7) business days to submit the information requested. Failure of an Offeror to respond to a request for additional information or clarification could result in rejection of that Offeror's proposal.

**2.5 Failing to Comply with Submission Instructions**

Responses received after the Closing Date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. Offeror's response must be complete in all respects, as required in each section of the RFP.

**2.6 Rejection of Proposals; RSA's Right to Waive Immaterial Deviation**

RSA shall have the right to reject any or all responses, to waive any irregularity or informality in an Offeror's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of RSA. RSA shall also have the right to reject responses that do not contain all elements and information requested in the RFP. An Offeror's response will be rejected if the response contains any defect or irregularity that constitutes a material deviation from the RFP requirements, which determination will be made by RSA in its sole discretion.

**2.7 RSA's Right to Amend and/or Cancel the RFP**

RSA reserves the right to amend this RFP. Any revisions will be made in writing prior to the RFP closing date and time. By submitting a response, the Offeror shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any revisions/additions made in writing prior to the closing date, whether or not such revisions occurred prior to the time the Offeror submitted its response) unless expressly stated otherwise in the Offeror's

response. EACH OFFEROR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ANY REVISIONS TO THE RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE OFFEROR'S RESPONSE PRIOR TO THE RFP CLOSING DATE. Offerors are encouraged to frequently check the RSA website, <https://www.rsa-al.gov/about-rsa/itb-rfp>, for additional information. RSA reserves the right to cancel this RFP at any time before a Contract is awarded pursuant hereto.

**2.8 No Contingent Fees**

No person shall be hired or retained or given anything of monetary value to solicit or secure the Contract, excepting bona fide employees of the Offeror. For breach or violation of this provision, RSA shall have the right to reject the response or cancel the Contract without liability.

**2.9 Costs for Preparing Responses**

Each Offeror's response should be prepared simply, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process is the sole responsibility of the Offeror. RSA will not provide reimbursement for such costs.

**3. RFP Proposal Factors**

This section contains the detailed requirements for responses to this RFP. Offerors are required to provide the information and/or documents requested, with reference to the specific section of the RFP to which the information and/or documentation responds.

All proposals shall become the property of RSA.

**3.1 Experience and Staffing**

The Offeror shall describe its experience (to include the total number of years) in the security guard services industry. In order to qualify to respond to this RFP, each Offeror must have been in business for a minimum of ten (10) years.

The Offeror shall also provide information specific to the personnel assigned to accomplish the work and services called for in the RFP, including a narrative description of the organization of the management team, and a personnel roster that identifies each management team member along with each of their title and resumé.



The Offeror shall disclose whether Offeror's services have been terminated by any other client, and the reason(s) for any such termination.

### **3.2 References**

The Offeror shall provide a minimum of three (3) references via a representative list of clients for whom security guard services have been provided. The list must include:

- (a) dates when services were provided;
- (b) the names of the clients; and
- (c) a brief description of the services provided, including the total numbers of security guards, shifts per week, and properties involved.

### **3.3 Financial Requirements**

The Offeror shall provide business and financial information in such a manner that a determination about the stability of the Offeror can be readily made. This information must include but not be limited to the size and type of organization, the date of formation, ownership, and number of employees. RSA reserves the right to request additional business and financial information from the Offeror.

The Offeror must disclose any and all judgments and pending or threatened litigation against it. A confidentiality statement may be included if the information provided in response to this section includes non-public information.

### **3.4 Insurance**

The Offeror shall provide proof of liability insurance and the coverage amount. Upon award of the Contract, if it does not already have such coverage in place, the selected Offeror shall obtain liability insurance in the coverage amount of at least \$10,000,000 on such terms as are deemed acceptable by RSA. (Note that the other insurance requirements set forth in the sample contract (Attachment B) also will apply.)

### **3.5 Cost Proposal**

RSA will pay for the services under this RFP exclusively through a fee paid to Offeror as an hourly rate for each position. The Offeror's proposed fee must

include any and all costs incurred in relation to the completion of the services included in this RFP.

All Offerors must complete the table of proposed fees included herein as Attachment D, reflecting the hourly rate to be paid by RSA for each position along with the compensation paid to Offeror's employees in each position. Offeror must expressly indicate any proposed rate increases over the five-year term of the Contract. At Offeror's option, Offeror may submit alternative cost proposals reflecting different levels of employee compensation and benefits (e.g., health insurance, paid leave).

#### **4. Scope of Work**

The scope of work will include the furnishing, management, and supervision of security staff (including all supervisors, guards, monitoring specialists, and other staff set forth herein) and related security services. As a critical component of this RFP, the Offeror must provide expert analysis of, and professional consulting related to, RSA staffing levels, standard operating procedures, and other specified security services described herein.

RSA reserves the right to modify the scope of work at any time during the term of the Contract, including the number of security staff required in each position.

Unless specifically approved in writing by RSA, Offeror is prohibited from utilizing subcontractors to perform the services set forth herein.

##### **4.1 Properties and Hours of Operation**

The RSA facilities where services will be required are listed on Attachment G and include:

- 13 office buildings (consisting of more than 3.5 million square feet of class A office space) located in Montgomery and Mobile;
- 11 parking facilities located in Montgomery and Mobile; and
- One industrial facility located in Cherokee, Alabama.

Further details regarding RSA's Montgomery and Mobile properties are available at <https://www.rsa-al.gov/real-estate/>.

Office building operation hours are generally 7:00 a.m. to 5:00 p.m., Monday through Friday. However, several tenants operate outside of normal operation hours and response to trouble calls shall be the same as normal business hours. The contract to be

awarded as a result of this RFP process will require the provision of services 24 hours a day, 7 days a week, during the term of the contract.

#### **4.2 Security Staff Qualifications**

The following are the minimum requirements and qualifications for all security staff assigned to RSA properties:

- Have a high school diploma (GED acceptable).
- Have no criminal convictions involving crimes of violence, theft or moral turpitude (as identified in Ala. Code 17-3-30.1) during the past 20 years.
- Have training and certification by the Alabama Security Regulatory Board (ASRB).
- Have a demonstrated ability to write reports, compile incident information, and be able to verbally communicate in a manner that is clearly understood and sufficiently detailed.
- Receive training in, and remain current in, the ability to operate Automated External Defibrillator (AED) devices and to maintain and confirm their functionality.
- Have the ability to exercise sound judgment and be capable of responding appropriately, in a timely fashion, to emergency situations.

**Monitoring Specialists** must meet the following additional qualifications:

- Have experience with access control, video monitoring, and communication/dispatch systems.
- Have experience with incident reporting, central station operations, and standard operating procedures in a security monitoring environment.
- Have strong knowledge and skills to operate a computer and send and receive emails.

**Supervisors** must meet the following additional qualifications:

- Have at least three years of security experience.
- Be capable of managing a guard staff, handling incidents, and conducting comprehensive investigations.
- Be dedicated to the RSA facilities and not have other duties for other sites or clients without RSA's prior written approval.
- Have basic knowledge and skills to operate a computer and send and receive emails.
- Willingness to be proficient and knowledgeable in all security staff roles.

- Be certified or have been previously certified by a recognized Peace Officers Standards and Training Commission (P.O.S.T.) or have obtained a comparable State or Federal training standard certification.
- Have separated from service from all prior security employment in good standing and/or by honorable discharge.
- Participate in training for and remain certified in basic CPR.

#### **4.3 Background Checks and Drug Testing**

Offeror shall conduct background investigations on all security staff prior to assigning a security staff member to perform services pursuant to the Agreement between Offeror and RSA. Offeror shall do a follow-up background check a minimum of once every six months for every security staff member assigned to any RSA property. To the extent allowed by applicable federal and state law, background checks shall be submitted to RSA promptly upon completion. If requested by RSA, Offeror agrees to remove any security staff member from RSA property whose background investigation results are deemed unacceptable by RSA.

At least five days before commencing work on any RSA property, each security staff member shall submit to drug testing. Offeror shall pay for the cost of the drug testing. An independent, certified laboratory will conduct comprehensive drug testing. In addition, Offeror shall conduct random drug screenings and additional drug testing as necessary and/or requested by RSA. The certified results of drug tests shall be maintained during the term of the Contract and shall be provided to RSA upon request.

Security guards for select locations may have enhanced requirements.

#### **4.4 Security Operations**

##### **4.4.1 Guard Assignments**

The hours for supervisors and certain guards at each RSA property are 24 hours a day, 7 days a week. Offeror shall develop written and detailed post orders, patrol orders and general standing orders for operations on each RSA property (unique to each site). Offeror shall prepare these orders and allow RSA to review and approve them. Each guard shall be personally instructed and trained by their applicable supervisor regarding the orders for their assigned post.

Offeror shall have at least six reserve or stand-by security staff members meeting the qualification for providing services required by the Contract and capable of providing immediate staffing coverage when there are any post vacancies or an emergency situation arises.

With assistance from their supervisors, all guards are to walk through their assigned RSA property, including buildings and any parking decks, and become familiar with the location of the following:

- Entrances and exits
- Fire alarm panels
- Emergency exits
- Emergency phones
- AED devices
- Contact names and numbers
- Fire stairwells
- Basement areas
- Delivery/Freight loading docks
- RSA staff management offices

Each guard will be taken on a complete walking tour of their assigned RSA property, including the interiors and exteriors of all buildings, parking facilities, and plaza areas. The walking tour shall be conducted in such a manner as to educate the guard as to all points of entry and egress, locations where concealed persons may be found, and areas of high usage such as plazas, loading areas and parking lot entrances.

Supervisors shall conduct training of guards and monitoring specialists under their supervision, as needed, to ensure all services to be provided under the Contract are being fully performed. Offeror, in coordination with RSA, shall provide the following safety skill training to all security staff members:

- Emergency building evacuation
- Fire alarm response planning
- Medical emergency procedures
- Police response planning
- Other training as may be reasonably requested by RSA from time to time

Offeror will be required to participate in any emergency drills RSA may deem necessary during the term of the Agreement. Offeror will ensure that all AED devices on RSA property are functioning properly.

Offeror will ensure that all security staff members will be trained in dealing with the public. This training will include directing visitors; providing information to RSA's tenants; and dealing with individuals who may be sick, incoherent or in distress.

Security staff members must remain on the RSA property during breaks and be readily available in the event of an emergency. Under no circumstances shall a

guard post be vacant or unattended at any time. Offeror shall coordinate all security staff schedules with the RSA Director of Security.

#### **4.4.2 Patrols and Vehicles**

Guards assigned to conduct patrols shall conduct patrols of their assigned RSA property that are time and route based. The patrol routine and watch tour shall be conducted on a rotational basis and approved by RSA. Each patrol and watch tour may be different for each RSA property. Record of each guard's daily patrol activity shall be provided to RSA in a format and within a timeframe acceptable to RSA. Facility patrols must include the use of electronic recording devices, and RSA must be provided with digital patrol records of the guard's watch tour. The recording devices shall be provided by Offeror. The reading device should not have to make contact to read the tag. Offeror shall provide sufficient readers and tags to accomplish the work and provide real time reporting as requested and required by RSA.

Offeror shall provide appropriate patrol vehicles for each RSA property, such as golf carts, crossovers or sport utility vehicles, to patrol RSA properties. Patrol vehicles shall be late model, no older than four (4) years from the date of manufacture, and free of any advertising, stickers or writings other than the name and logo of Offeror. Patrol vehicles shall be free of dents, rust and other defects and painted white or another color approved by RSA. Patrol vehicles shall be equipped with an amber colored strobe type light bar. Red or blue strobe lights are not permitted. Patrol vehicles shall be equipped with a stock of at least two all-purpose fire extinguishers (10 lb. or larger), one large fully charged Mag style flashlight, a booster pack for assisting tenants, visitors and RSA employees with starting their vehicles, and two 1000' rolls of black and yellow plastic barrier tape. Offeror acknowledges that patrol vehicles cannot be used to pursue or otherwise engage in the pursuit of or apprehension of any individual. Patrol vehicles shall always be maintained in a clean condition and all required maintenance shall be performed to ensure that each patrol vehicle operates as intended. All security staff members operating patrol vehicles are required to check the critical function of all lights, emergency flashers and brakes.

#### **4.4.3 Guard Equipment**

Guards and supervisors shall always carry the following equipment:

- Radio - RSA will initially furnish guards with two-way radios. Generally, the two-way radios will be state-of-the art digital communications hardware capable of communicating approximately 10 miles. As radios break or are damaged, Offeror will be responsible for procuring, at its own

cost, replacement two-way radios of similar quality and capability. Acceptable radios include Motorola or an approved equal. Radios must be compatible with RSA broadcast frequencies. Offeror must provide two-way radios to each guard post, each rover and each supervisor on shift with sufficient batteries, chargers and spares to ensure continuous communications.

- Smartphone or Similar Device - Supervisors must have smartphones or similar devices capable of sending and receiving text messages and emails. The device should be able to load modern apps, take pictures and video, and transport such media as needed for effective communication.
- Flashlight - Must be a fully functional 2-cell Maglite or similar type flashlight.
- Electronic tour system recording device.
- Reporter's notebook and pen.

Offeror will also be required to furnish one (1) computer on each RSA campus (Montgomery and Mobile) for reporting and communications. If requested, RSA will supply the internet connection at the total rate of \$90.00 per month.

#### **4.4.4 Uniforms**

While on duty, Offeror's security staff shall present a neatly groomed appearance and shall wear clearly recognizable picture ID badges identifying Offeror and the security staff member's name and position.

Offeror shall provide all security staff with uniforms. Except for guards assigned to fixed posts in the lobbies of RSA buildings, Offeror's security staff shall wear standard security company uniforms. Offerors shall provide guards assigned to fixed posts in the lobbies of RSA buildings with uniforms consisting of the following:

- Dark blue blazer with a distinctive engraved name badge, including first name or initial and last name, worn on the left side of the blazer (or shirt or blouse during summer)
- Light grey pants
- Black, high-gloss shoes with matching black socks
- White shirt with an appropriate matching tie or white blouse

All uniforms must be clean and pressed. Offeror should provide security staff with several uniforms to allow for weekly dry cleaning at Offeror's expense. Security staff uniforms should not be worn on RSA property when off duty.

#### **4.5 Security Staff Responsibilities (by Position)**

Offeror's management and supervisors shall actively oversee the performance of services to ensure that Offeror's security staff is performing as required.

##### **4.5.1 Supervisor Responsibilities**

- Supervisors shall act as a liaison with the RSA Director of Security and conduct weekly meetings with RSA representatives regarding the services being provided.
- Supervisors are responsible for assuring that proper staffing is ready at the beginning of each shift. In the event of an absent guard, the supervisor must stand in until an approved substitute arrives and until the replacement guard is sufficiently familiar with the property and respective duties.
- Supervisors responsible for supervising monitoring specialists must coordinate scheduling with monitoring specialists to ensure that the RSA monitoring room is fully staffed pursuant to the Agreement. Supervisors shall notify the RSA Director of Security if Offeror is unable to fully staff the monitoring room with monitoring specialists.
- Supervisors are responsible for assuring all keys to RSA facilities used by Offeror, its agents, and/or its employees are returned at the end of each shift and remain on RSA property. Loss of the RSA keys will result in the entire facility(s) being re-cored (lock cylinder replacement) at Offeror's expense.
- RSA maintains a nightly building specialty lighting schedule on its website. Supervisors are responsible for confirming each night that their assigned building's specialty lighting matches that schedule. If the Supervisor finds that the lighting is not in accordance with the published schedule, the Supervisor must email [building.lights@rsa-al.gov](mailto:building.lights@rsa-al.gov) immediately.
- Supervisors are required to complete and document at least one watch tour in each 30-day period through each RSA property they supervise, commencing with the effective date of this Agreement. Documented patrols shall be submitted monthly to RSA in a timely manner.
- Supervisors should observe patrols to ensure that patrols are completed by designated security staff and be familiar with each building and parking facility on their assigned RSA property including the time needed to complete such patrols.
- Supervisors should note any defects or liabilities observed in each daily report, which shall be submitted to the RSA Director of Security.
- Supervisors are required to visit each building three times each shift and perform at least three additional random site inspections to observe security staff activities.
- During emergencies, supervisors will be required to replace a guard in the event the guard is unable to complete a patrol.



- Offerors must provide at least one back-up supervisor in the event of an emergency.

#### **4.5.2 Fixed Post and Lobby Desk Responsibilities**

- Monitoring the lobby areas, elevators, and messenger deliveries.
- Maintain a logbook to record incidents and other matters noted in this document.
- Provide information and direction to visitors, tenants and package and freight deliveries.
- Monitor camera systems (if applicable) and report any suspicious activity near or around the building.
- Report any life and/or safety emergencies to the RSA Director of Security and other designated RSA representatives and assist with notification of emergency services.
- Communicate any building matters, elevator malfunctions, loss of power, etc., to the designated the RSA Director of Security and other designated RSA representatives.
- Document all patrol activity.
- Coordinate activity with the patrol guards and supervisors.
- Respond to telephone calls to fixed post or lobby desk.
- Issue visitor badges and maintain logbooks.
- Logbooks will be audited daily, and missing or non-returned visitor badges shall be reported to the RSA building managers the following morning by 8:00 a.m.

#### **4.5.3 Building Patrol Responsibilities**

Security staff assigned to patrol each RSA property after business hours will conduct each of the following activities a minimum of four times per shift (8 or 12 hours) in their established guard tour:

- Patrol all public hallways, alternating from stairwell to stairwell to ensure coverage is thorough and complete.
- Walk the building perimeter and check all portals.
- Inspect the roof access points and all mechanical room portals.
- Check RSA building doors for security and inspect any open restrooms.
- Make certain stairwell doors close properly.
- Report defective lighting and doors.
- Inspect and patrol basement areas, door security and perimeter doors.
- Inspect mechanical rooms, bathrooms and stairwells for water or signs of leaking, being mindful of odd or unexpected odors.

#### **4.5.4 Exterior Patrol Responsibilities**

- Respond to dispatches from RSA Access Control personnel, supervisors, and monitoring specialists.
- Verify proper operation of exterior lighting.
- Report activation and/or failures to activate specialty building lights and any defective lighting fixtures.
- Inspect exterior parking lots and decks.
- Report any vehicles left overnight to the RSA Director or Security and/or other designated RSA representatives.
- Follow designated patrol route.
- Direct all deliveries to the freight docks and service entrances.
- Perform periodic patrols of RSA buildings when no static post is assigned per Building Patrols section.
- Cross-train weekly with monitoring specialists to retain a pool to draw from in the event that coverage is required.

#### **4.5.5 Rover Responsibilities**

- Perform the street level monitoring of RSA properties (this includes patrolling both in patrol vehicles and on foot where required, for both the exterior and interior of RSA buildings).
- Project a security presence on RSA campus.
- Monitor all properties and parking decks in accordance with Offeror's post orders and standard operating procedure.
- Maintain overnight parking counts identifying vehicles stored in the deck.
- Perform routine and on demand interior patrols of RSA buildings.
- Respond to calls from supervisors, guards and monitoring specialists.
- Document and report incidents.
- Communicate with all levels of management effectively.
- Cross-train in the monitoring specialist position.

#### **4.5.6 Monitoring Specialist Responsibilities**

- Monitoring specialists will proactively protect RSA properties in Montgomery and Mobile using the Avigilon Video Management Software platform and other assigned tools. This is primarily a computer and technology-based position, and applicants will need to be comfortable learning to use new technologies adopted into the system.
- Monitoring specialists must be able to independently operate the software platform and react to system alarms in a consistent manner based on standard operating procedures for various events. Those procedures will include, among other things, operation of the software platform,

communication with guards, supervisors, RSA building managers, law enforcement, and the RSA Security Division.

- Other job functions will include dispatching guards, detailed reporting of all events, and contacting law enforcement when required by post orders and/or standard operating procedure.
- In addition to the general duties described above, monitoring specialists will be responsible for the following specific tasks:
  - Monitor cameras and incoming alarms.
  - Reporting camera outages, unusual access control reporting, and faulty life/safety equipment or alarms.
  - Respond to emergency situations, unusual activity.
  - Communicates well in all venues with RSA employees, vendors, and team.
  - Maintains all records and schedules for the monitoring room.
  - Identifying and reporting all system maintenance issues (malfunctioning doors, gates, cameras, or other equipment)
  - Maintain emergency contact list for offline use.
  - Monitor cameras located at various RSA properties.
  - Performs other tasks and duties as assigned to maintain operations in an organized and timely manner.
  - Periodically performing the rover / patrol position for familiarity.

#### **4.6 Safety Programs**

Offeror shall provide and maintain such operational programs and facilities as will adequately protect both people and property. Offeror shall designate a responsible employee at each RSA property whose duty shall be the prevention of accidents; unless otherwise designated in writing this person shall be the Site Supervisor.

Offeror shall maintain a substance abuse program which shall include, at a minimum, pre-employment screening, with post-accident, suspicion, and random testing.

#### **4.7 Incident Management**

Offeror's security staff must maintain records in the form of incident reports documenting incidents occurring on RSA properties. Incidents requiring a written incident report include, but are not limited to, the following:

- Trespassing
- Medical emergency
- Fire
- Flood
- Criminal act

- Accident, including those not requiring and/or refusing medical assistance
- Elevator breakdown or failure
- Door problems of any sort
- Vehicular accident, damage, theft, etc.
- Loss of power
- Natural damage such as storms, lightning, etc.
- Contacting law enforcement for assistance in responding to a situation

All incidents must be fully described and reported to the RSA Director of Security in written format consistent with the incident report included on Attachment H (Sample Incident Report). The initial incident report may be handwritten and should be submitted to the RSA Director of Security and other designated RSA representatives by the applicable supervisor within 90 minutes of the incident's completion. The supervisor must co-sign the incident report if prepared by a guard. Supervisors shall, within 48 hours of an incident, submit a detailed, type-written version of the incident report to the RSA Director of Security and other designated RSA representatives.

#### **4.8 Consulting and Analysis**

Offeror shall routinely analyze and consult with the RSA Director of Security regarding all issues related to security on RSA properties. As requested by the RSA Director of Security, Offeror shall provide timely reports related to any aspect of the security guard services, including but not limited to the following:

- Summary of incidents and responses
- Summary and certification of costs
- Status of staffing, certifications, and training
- Status of drug testing and background checks
- Analysis of and recommendations

#### **4.9 Grounds for Removal of Security Staff**

Offeror agrees to remove from all RSA properties any security staff member who engages in any of the following conduct:

- Failure to follow post orders as prescribed by Offeror
- Falsification of time sheets or employment records
- Failure of a drug test
- Commission of a crime on or off RSA property
- Conviction of DUI of any substance (illicit drug, prescription drug, or alcohol)
- Watching TV or a smartphone while on duty and not on break
- Falsifying any patrol or report information
- Carrying any unauthorized weapon on RSA property
- Verbal abuse of any tenant, visitor, other guard, or RSA employee

- Working while under the influence of any drug or alcohol
- Use of any RSA property or services, such as phone, without RSA permission
- Reckless operations of a motor vehicle on or around RSA property
- Failure to maintain a professionally groomed uniform and appearance
- Entering any space or property within RSA for reasons other than assigned duties or investigation purposes
- Sleeping on duty
- Failure to complete a watch patrol or falsification of a watch patrol report in any manner
- Posting to social media while on duty or posting any identifiable RSA property or image of such
- Failure to follow all building rules for the location of duties
- Any other reason deemed by RSA to be in RSA's best interest.

#### **4.10 Retention and Commitment**

Offeror is responsible for retention of the security staff. Security staff assigned to RSA's property shall be dedicated to the provision of services set forth in the Contract with RSA and must not be used by Offeror to perform services for other clients without RSA's prior written permission.

### **5. Payment for Services**

Offeror shall designate a billing/account representative to respond to and resolve any billing issues presented by RSA. Offeror's billing/account representative should have a complete understanding of RSA's billing process and requirements.

Payments will be rendered monthly, in arrears, based on the hourly rates listed set forth in Offeror's Contract with RSA. Offeror's billing statements and invoices shall be detailed and submitted in a form acceptable to RSA. At the request of RSA, Offeror shall provide backup documentation to support its billing statements and invoices.

The hourly rate shall be a loaded rate including the base rate and all benefits, taxes, overhead and profit, and will be the sole means to calculate the Offeror's compensation. "Add on" fees such as fuel surcharges and waste fees will not be allowed.

RSA reserves the right to request certified payroll reports on any or all security staff working on RSA properties. This right includes the right to audit the Offeror's fiscal records or books.

In the event Offeror fails to staff any position and/or otherwise perform any service required under the Agreement, Offeror agrees not to include such costs in its monthly invoices to RSA. If Offeror inadvertently includes such costs in its monthly invoice to RSA,

Offeror agrees that RSA may deduct such costs from the amount to be paid on Offeror's monthly invoice.

**6. Proposal Evaluation, Negotiations and Award**

All timely proposals will be evaluated in accordance with the steps described below. The objective of the evaluation process is to identify the Proposal which RSA determines best meets RSA's requirements for the RFP.

**6.1 Criteria for Evaluation**

If the Offeror's proposal is timely submitted and meets all requirements of this RFP, the Offeror's responses will be evaluated by RSA using the scoring criteria set forth below:

<b>Criteria</b>	<b>Points</b>
Experience	100 points
Financial Requirements	25 points
Insurance	25 points
Scope of Work	50 points
Cost	100 points
Total	300 points

All assignments of points shall be at the sole discretion of RSA.

**6.2 Method of Award**

Awards will be made in the best interest of RSA. The responsive and responsible Offeror receiving the highest Total Score and with whom RSA is able to reach agreement as to Contract terms will be selected for award.

**6.3 Finalist Interviews**

One or more proposers who submit proposals determined to be reasonably capable of being selected for award may be requested to make oral presentations to RSA; however, proposals may be accepted, and a final selection made, without such oral presentations.

Any such requests for oral presentations will include the Offerors with the highest two (2) or three (3) Total Scores, and RSA may, at its sole discretion:

- (a) Add up to 100 points to the Total Score(s) of one or more of the Offerors participating in the oral presentations; or

- (b) Remove an Offeror's response from further consideration if an Offeror fails to adequately present/demonstrate its capability to fulfill the requirements of the RFP.

#### **6.4 Selection of the Vendor**

RSA reserves the right to make no award under this RFP; however, RSA expects to enter into a Contract with the successful proposer. All entities submitting a proposal under this RFP will be notified within a reasonable length of time following the selection. In the event RSA is not successful in reaching an contractual agreement with a selected Offeror, RSA reserves the option of negotiating and contracting with another Offeror.

### **7. Contract Terms and Conditions**

Issuance of this RFP in no way constitutes a commitment by RSA to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by RSA as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should RSA so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in the private sector use which RSA is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

#### **7.1 Contract Requirements**

Once awarded, the initial term of the Contract will be for three (3) years from the date of execution of the Contract. RSA may renew the Contract for up to two (2) additional one-year renewals upon the mutual agreement of the parties. RSA reserves the right to renew the Contract for a period less than the length of the above-referenced renewal period if such an extension is determined by RSA to be in its best interest.

The failure of RSA to require performance of any provision of this solicitation or resulting contract shall not affect RSA's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default nor constitute a waiver of the provision itself.

## **7.2 Confidentiality**

The successful response will become part of the Contract file and will become a matter of public record, as will all other responses received; provided, however, that if a response includes material that is considered by the Offeror to be proprietary and confidential, the Offeror shall clearly designate the material as such, explaining why such material should be considered confidential, and the material shall be considered confidential to the extent that it complies with the requirements in the RFP and Ala. Code § 36-12-40 for confidentiality. This material should be included as Redacted Copy of Submittal/Offer pursuant to Ala. Code § 36-12-40. The Offeror must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the Offeror if the identified material were to be released.

## **7.3 Cancellation and Exceptions to Terms and Conditions**

RSA specifically reserves the right to modify or cancel the Contract, or any portion thereof, if, in the opinion of RSA, the services or materials supplied by the Offeror are not satisfactory or are not consistent with the terms of the Contract.

RSA will consider cancellation upon discovery that an Offeror is in violation of any portion of the Contract, including an inability by the Offeror to provide the support and/or service offered in their response.

If the Offeror wishes to propose an exception to any terms and conditions specified in the RFP, it must notify RSA in its response to the RFP. Failure to note exceptions will be deemed to be acceptance of the terms and conditions. If exceptions are not noted in the RFP but raised during Contract negotiations, RSA reserves the right to cancel the negotiation if deemed to be in the best interests of RSA.

Notwithstanding the foregoing, either RSA or the selected Offeror may terminate the Contract at any time and for any reason, upon 120 days' written notice to the other.

## **7.4 Non-Collusion**

The State of Alabama is conscious of and concerned about collusion. In submitting a response to the RFP and in signing Contract documents, Offeror agrees that it has not violated Ala. Code § 41-16-25.



**7.5 Assignment**

The selected Offeror shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of RSA. Any purported assignment without the consent of RSA is void.

**7.6 Licensing, Notices, and Taxes**

The selected Offeror shall procure all necessary permits and licenses and shall abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under the Contract is performed. The selected Offeror shall maintain certification of authority to conduct business in the State of Alabama during the term of the Contract, including proper registration with the Alabama Secretary of State.

The selected Offeror shall give all notices necessary and incidental to the due and lawful performances of the services set forth in this RFP.

The selected Offeror shall pay any sales, use, income, personal and any other taxes and/or fees arising out of the Contract and the transactions contemplated hereby.

**7.7 Third-Party Beneficiaries**

Any Agreement resulting from this RFP process is for the sole benefit of the parties to the Agreement and their permitted successors and assigns. Nothing in the Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.

**7.8 Conformance with State and Federal Laws/Regulations**

The Contract is subject to the laws of the State of Alabama and where applicable, Federal law, local law, and any changes thereto. Any litigation related to the Contract, including the award of the Contract, following exhaustion of any administrative remedy, shall be brought in state or federal court in Montgomery County, Alabama, and the Offeror waives any right to any other venue for such litigation.

**8. List of RFP Attachments**

In addition to this document, the Attachments identified below make up this RFP. The Offeror's response shall include a completed copy of each Attachment required to be signed:

- A. Proposer Profile Form
- B. Sample Contract
- C. Professional Services Questionnaire
- D. Cost Proposal
- E. Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act
- F. Disclosure Statement
- G. List of RSA facilities where services will be required
- H. Sample Incident Report

# **ATTACHMENT A**

**PROPOSER**  
**PROFILE FORM**

Bidder's Legal Name:	Address:	
Phone Number:	Fax Number:	E-mail:
Home Office Location:	Date Established:	Ownership:  If corporation, State in which you are Incorporated :
Firm Leadership:	Number of Employees:	Number of Employees Directly Involved in Tasks Related to the Work:
Is your firm licensed to operate in the State of Alabama?		
Additional Background Information:		

# **ATTACHMENT B**

**AGREEMENT TO PROVIDE PROFESSIONAL SERVICES**

**THIS AGREEMENT TO PROVIDE PROFESSIONAL SERVICES**, which results from RSA RFP \_\_\_\_\_, entitled Request for Proposals for \_\_\_\_\_, is made and entered into effective \_\_\_\_\_, 2023, by and between the Teachers' Retirement System of Alabama, the Employees' Retirement System of Alabama, and the Judicial Retirement Fund, collectively known as The Retirement Systems of Alabama ("RSA"), and \_\_\_\_\_, hereinafter referred to as "Contractor".

**RECITALS**

- A. RSA issued an RFP for \_\_\_\_\_ (describe services), and Contractor was awarded this contract based upon the terms of Contractor's Proposal dated \_\_\_\_\_, 2023 ("Contractor's Proposal").
- B. The parties wish to enter into this Agreement to formalize the terms under which Contractor will provide the services.

**Now, Therefore**, in consideration of the foregoing and the mutual covenants of the parties contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- Scope of Services.** Upon request of RSA, Contractor shall perform the following services for RSA ("Services"): \_\_\_\_\_.
- Consideration.** As consideration for the Services rendered pursuant to this Agreement, RSA agrees to compensate Contractor in accordance with the rates and fees set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

Contractor shall send detailed invoice(s) for all work in arrears as work is completed but no more frequently than monthly. RSA shall have thirty days from receipt of an invoice from Contractor to render payment. Should RSA dispute any invoiced amount, RSA must deliver within thirty days of receipt of invoice written notice to Contractor detailing the specific facts and circumstances of the dispute and shall timely pay all undisputed amounts. The parties agree to work together in good faith to resolve any disputed amounts.

The maximum compensation due to Contractor during the term of the Agreement shall not exceed \_\_\_\_\_.

- Term.** This Agreement shall be for the period beginning \_\_\_\_\_, 2023, and ending \_\_\_\_\_, \_\_\_\_\_.
- Approvals.** Contractor acknowledges and understands that this Agreement is not effective until it has received all required state government approvals, and Contractor shall not begin performing work hereunder until notified to do so by RSA. Contractor is entitled to no compensation for work performed prior to the effective date of this Agreement.
- Independent Contractors.** Contractor acknowledges that Contractor is an independent contractor, and neither Contractor nor Contractor's employees are to be considered employees of RSA or entitled to benefits under the State of Alabama merit system.

**6. No State Debt, Etc.** Contractor acknowledges that the terms and commitments contained herein shall not be constituted 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 provisions of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of the Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void and the remaining provisions shall continue to be valid and enforceable. Contractor may not assign this Agreement or any interest herein or any money due hereunder without the expressed written consent of RSA.

**7. Indemnification.** To the fullest extent permitted by law, and without limiting any other rights and remedies, the Contractor shall defend, indemnify, and hold harmless RSA, and their agents and employees (hereinafter collectively referred to as the “Indemnitees”), from and against all claims, costs, damages, losses, liability and expenses (including, but not limited to, all costs, expenses, attorneys’ fees and costs of litigation), regardless of the nature thereof or person asserting such claim, and despite the sole, concurrent, or gross negligence of Indemnitees, arising out of, resulting from, or in any way related to the performance under this Agreement, or arising out of, resulting from, or in any way related to any acts or omissions (or alleged acts or omissions), in whole or in part, by Contractor, its agents, employees, or subcontractors, in the performance of services or work of any kind under this Agreement.

**8. Insurance.** Contractor agrees that Contractor shall maintain or obtain (as applicable), with respect to the activities in which Contractor engages pursuant to this Agreement, general liability insurance, workers compensation insurance, automobile liability insurance, cyber security insurance, and professional liability (errors and omissions) insurance, in amounts reasonable and customary for the nature and scope of business engaged by Contractor. All insurance shall be provided by insurers licensed in Alabama, or in the state where Contractor resides, to provide the types of insurance required, and insurers must be rated “A-” or better by the A.M. Best Company. Before beginning work, Contractor shall have on file with RSA a valid Certificate of Insurance showing the types and limits of insurance carried. The foregoing coverages shall be maintained without interruption for the entire term of this Agreement. If requested by RSA, Contractor agrees to name RSA as an additional insured on any applicable policies without limitation. Such additional insured coverage to RSA shall be primary and not require contribution from RSA or its other insurance, and that Contractor’s insurance shall waive any rights of subrogation against RSA, its agents, representatives, or employees. RSA reserves the right to require additional insurance coverage other than that listed herein as RSA deems appropriate from time to time with a 30-day notice to Contractor.

Contractor must provide at least 30 days’ notice (10 days’ notice in the event of cancellation due to non-payment of premium) prior notice of any cancellation, non-renewal or material change to any insurance policy covered by this Agreement. If any such notice is given, RSA shall have the right to require that a substitute policy(ies) be obtained prior to cancellation and replacement Certificate(s) of Insurance shall be provided to RSA.

**9. Confidentiality and Ownership.** Contractor acknowledges that, in the course of performing its responsibilities under this Agreement, Contractor may be exposed to or acquire information that is proprietary or confidential to RSA or RSA’s members. Contractor agrees to hold such information in confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, without the express

written permission of RSA, other than for the performance of obligations hereunder or as required by applicable state or federal law. For purposes of this Agreement, all records, financial information, specifications and data disclosed to Contractor during the term of this Agreement, whether submitted orally, in writing, or by any other media, shall be deemed to be confidential in nature unless otherwise specifically stated in writing by RSA.

Contractor acknowledges that all data relating to RSA is owned by RSA and constitutes valuable property of RSA. RSA shall retain ownership of, and all other rights and interests with respect to, its data (including, without limitation, the content thereof, and any and all copies, modification, alterations, and enhancements thereto, and any derivative works, resulting therefrom), and nothing herein shall be construed as granting Contractor any ownership, license, or any other rights of any nature with respect thereto. Contractor may not use RSA's data (including de-identified data) for any purpose other than providing the Services contemplated hereunder. Upon termination of the Agreement, Contractor agrees to return or destroy all copies of RSA's data in its possession or control except to the extent such data must be retained pursuant to applicable law.

**10. State Immigration Law Compliance.** By signing this Agreement, 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.

**11. Boycott Prohibition.** In compliance with Act 2016-312, 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.

**12. Dispute Resolution.** 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 Agreement 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.

Contractor acknowledges and agrees that RSA is prohibited from indemnifying Contractor for any reason. RSA does not release or waive, expressly or impliedly, RSA's right to assert sovereign immunity or any other affirmative defense right it may have under state law. RSA shall control the defense and settlement of any legal proceeding on behalf of RSA, including the selection of attorneys.

**13. Proration.** Any provision of this Agreement notwithstanding, in the event of failure of RSA to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State of Alabama or RSA to make such payment (proration of appropriated funds for the State of Alabama having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), Contractor shall have the option, in addition to the other remedies of the



contract, of renegotiating the Agreement (extending or changing payment terms or amounts) or terminating the Agreement.

**14. Non-Appropriation of Funds.** Pursuant to Section 41-4-144(c) of the Code of Alabama 1975, in the event funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Agreement may be cancelled and Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the services being delivered under the Agreement.

**15. Certification Pursuant to Act No. 2006-557.** Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier 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. Contractor hereby certifies it is in full compliance with Section 41-4-142 and acknowledges RSA may declare this Agreement void if the certification is false.

**16. Open Records Law Compliance.** Contractor acknowledges and agrees that RSA may be subject to Alabama open records laws or similar state and/or federal laws relating to disclosure of public records and may be required, upon request, to disclose certain records and information covered by and not exempted from such laws. Contractor acknowledges and agrees that RSA may comply with these laws without violating any provision of Contractor's proposal or this final agreement.

**17. Applicable Law.** This Agreement shall be governed and construed in accordance with Alabama law, without giving any effect to the conflict of laws provision thereof.

**18. Termination.**

**Termination for Convenience.** This Agreement may be terminated for any reason by either party with the submission of a thirty day written notice of intent thereof.

**Termination for Default.** RSA may terminate immediately all or any part of this Agreement by giving notice of default by Contractor if the Contractor (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of the Agreement or so fails to make progress as to endanger or hinder performance, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, RSA's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.

**19. Waiver.** The failure of RSA to require performance of any provision of this Agreement shall not affect RSA's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach of default nor constitute a waiver of the provision itself.

**20. Entire Agreement.** It is understood by the parties that this instrument, including its exhibit(s), contains the entire agreement of the parties with respect to the matters contained herein (provided, however, that Contractor's Proposal, and the attachments thereto (including without limitation Contractor's best and final offer and Business Associate Agreement, if applicable) shall be incorporated herein for all practical purposes and further provided that to the extent there exists a direct conflict

between this Agreement and any of the foregoing, this Agreement shall supersede as to the conflicting provision(s)).

**In Witness Whereof**, the parties have executed this Agreement effective as of the date first provided above.

\_\_\_\_\_  
Contractor's EIN

Contractor:

Retirement Systems of Alabama

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: David G. Bronner  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Reviewed and Approved as to Form:

Approved:

\_\_\_\_\_  
RSA Legal

\_\_\_\_\_  
Kay Ivey  
Governor, State of Alabama

**Exhibit A**  
**Consideration**

RSA shall pay to Contractor the following fees for any such services rendered at RSA's request in accordance with the terms more specifically set forth in the Agreement:

# **ATTACHMENT C**

**Retirement Systems of Alabama**  
**Professional Services**  
**Proposer Background and Technology Questionnaire**

Effective October 1, 2022, the Retirement Systems of Alabama ("RSA") requires that all professional service providers offering proposals for contracts with RSA complete this Proposer Questionnaire in order for any Proposal to be considered. Please respond in full to all questions even if additional pages are required. By requesting completion of this questionnaire, RSA is making no representation that RSA will enter into a contract with the entity or person completing the questionnaire. Further, RSA reserves the right to request follow-up information or additional documentation at any time.

**Part I. Background Information about the Proposer**

Please provide the following information:

1. General background information for your firm/organization including:  
The services it performs: \_\_\_\_\_  
Ownership structure: \_\_\_\_\_  
The state in which it was formed or incorporated: \_\_\_\_\_  
Whether it is in good standing in the state in which formed/incorporated: Yes  No   
Whether it is qualified to transact business in the State of Alabama Yes  No   
Whether it is in good standing in Alabama: Yes  No   
Length of time firm has been in business: \_\_\_\_\_  
The location of the staff that will perform the services: \_\_\_\_\_  
Any additional overview information you would like RSA to know: \_\_\_\_\_  
\_\_\_\_\_
2. Describe any material changes in organization structure or ownership that have occurred in your firm within the past five years: \_\_\_\_\_  
\_\_\_\_\_
3. Describe any recent or planned changes to the ownership or organization structure: \_\_\_\_\_  
\_\_\_\_\_
4. Disclose any anticipated assignment of a contract resulting from your Proposal: \_\_\_\_\_  
\_\_\_\_\_
5. Provide an organization chart on a separate paper that depicts the structure of the proposing firm and that identifies this group's key members and the members who will be involved in providing direct services to RSA. Confirm included: Yes  No
6. Has your firm or any employee, within the last ten years, been censured or fined by any judicial, governmental, or regulatory body? Yes  No   
If yes, please indicate the dates and describe the situation: \_\_\_\_\_  
\_\_\_\_\_

7. Is the firm affiliated with any other firm(s) or companies that could represent conflicts of interest for you in terms of your services to be provided to RSA? Yes  No

Do any employees have known conflicts of interest in terms of the services to be provided? Yes  No

If either response to #7 is yes, briefly describe your firm's policies and procedures for doing business with these affiliates or employees while safeguarding against conflicts of interest: \_\_\_\_\_

8. List and describe any known professional or familial relationship your firm or any of your staff expected to be performing services for RSA has with any member of the RSA Boards (TRS, ERS, JRF) or RSA staff: \_\_\_\_\_

9. How many persons does your firm employ? \_\_\_\_\_

10. For the key executives and professionals who will be providing services to RSA, please provide a resume. In addition, please provide a chart that includes the following information for each person:

Name:				
Title:				
Responsibilities:				
Years of Relevant Experience:				
Years with Firm:				
Degrees:				
Institution Awarding Degrees:				
Professional Designations:				
Institution Awarding the Prof. Designations:				
Publications Authored:				

11. How long has the current group of key professionals in your firm been together? \_\_\_\_\_

12. Discuss the causes and impact of any executive and professional staff turnover (departures or hiring/promotions) in your firm that has occurred in the last five years: \_\_\_\_\_

13. Provide the information below for all executives and key professionals that have departed from your firm over the past five years. For each individual, provide the following information:

Departure Date:				
Name:				
Title:				
Responsibilities:				
Years with Firm:				
Reason Left:				
Replacement:				

14. Does the firm have a transition plan to deal with the possible sudden departure of key professionals if it should happen within the anticipated term of the services? Yes  No   
 If yes, describe the plan: \_\_\_\_\_

15. Provide the following information for three (3) client references for whom your firm has provided services similar to those proposed to be provided to RSA:

Client Name:	Contact Name:	Contact Title:	Contact Address:	Contact Phone:

16. Within the last five years, has your firm been notified by any client that your firm is in default of its contract, or that conditions exist endangering continuation of that contract? Yes  No

If yes, state the client firm's name, year the notice was received, reasons for the notice, and resolution or current status of the relationship: \_\_\_\_\_

17. Would your firm propose to use any subcontractors in the provision of the required RSA services? Yes  No

If yes, describe the specific services that would be subcontracted, the name of the subcontractor, the cost to your firm of these services, and how you would control the quality of services provided: \_\_\_\_\_

18. Disclose any disciplinary action or litigation taken against the firm or any member of the firm's staff regarding the provision of professional services: \_\_\_\_\_

19. Disclose any felony convictions within the last five years of any members of the firm's professional staff: \_\_\_\_\_

20. Disclose any bankruptcy filings of assignments for the benefit of creditors by or against the firm within the last five years: \_\_\_\_\_

**Part II. Information Technology / Disaster Recovery.**

Complete this section only if your firm will receive and maintain electronic RSA financial or member data.

1. What investments has the firm made in information technology? \_\_\_\_\_

2. Briefly describe the controls your firm has in place to protect unauthorized access to your firm's IT network and electronic data: \_\_\_\_\_

3. What are the plans/arrangements in place for alternative work sites should either your headquarters facility or the facility that will primarily provide services to RSA become inoperative because of fire, earthquake, etc.? Briefly describe your emergency and disaster recovery plans. Include in your description your disaster recovery plans related to client data files. \_\_\_\_\_

4. Please complete the attached RSA Third Party Vendor Security Checklist.

**Part III. Additional Document Requirements**

The following additional documents must be completed and returned with this questionnaire:

State of Alabama Disclosure Statement Form

IRS Form W-9

State of Alabama Immigration Compliance Certificate

E-Verify Memorandum of Understanding issued and electronically signed by the U. S. Department of Homeland Security (note that the FEIN on the W-9 must agree with the FEIN listed on the E-Verify Memorandum)—the entire MOU should be provided

RSA Non-Disclosure Agreement



# **ATTACHMENT D**

**ATTACHMENT D**

**Cost Proposal**

Offerors may, but need not, submit multiple alternative cost proposals reflecting different potential guard rates and benefit levels. At least one cost proposal must be submitted.

Position	Total Hourly Rate (Paid by RSA to Offeror)	Actual Guard Rate (Paid to Employee)	Benefits Provided to Employees <sup>1</sup>	Number of Positions <sup>2</sup>	Total Hours Per Week
Site Director				Montgomery - 1 Mobile - 1	80
Assistant Site Director				Montgomery - 1 Mobile - 1	80
Supervisor				Montgomery - 7 Mobile - 5 Cherokee - 2	400
Security Guard I (entry position)				Montgomery - 39 Mobile - 25	2,784
Security Guard II (senior position)				Cherokee - 7	
Rover Guard				Montgomery - 13 Mobile - 5	672
Monitoring Specialist				Montgomery - 15 Mobile - 0	584
<b>Totals:</b>	N/A	N/A	N/A	Montgomery - 76 Mobile - 37	5,600

<sup>1</sup> For example, describe health insurance benefits provided, or state the number of hours per year of paid leave for each position.

<sup>2</sup> Note that the number of positions in each category, and the concomitant number of hours, are merely estimates and are subject to change at any time throughout the Contract, at the sole discretion of RSA.



# **ATTACHMENT E**

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

# **ATTACHMENT F**



# State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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

ADDRESS

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 \_\_\_\_\_

*Article 3B of Title 41, Code of Alabama 1975 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.*



# **ATTACHMENT G**

## Montgomery Campus

- Headquarters Building [201 South Union St]
  - Includes Parking Deck
- Alabama Community College System [135 South Union St]
- Plaza Building [770 Washington Ave]
  - Includes Parking Deck
- Union Building [100 N Union St]
  - Includes Parking Deck
- Alabama Center for Commerce [401 Adams Ave]
  - Includes Parking Deck
- Criminal Justice Center & Campus [301 S Ripley St]
  - Includes Parking Deck
- Tower Building Campus [201 Monroe St]
  - Includes Parking Deck and:
    - RSA Activity Center
    - Helen Hunt Early Learning Center
    - RSA Pavilion Park

## Mobile Campus

- Battle House Tower [11 N Water St]
  - Includes 2 Parking Decks
- Trustmark Building [107 St Francis St]
  - Includes Parking Deck
- Van Antwerp Building [101 Dauphin St]

## Barton Campus

- Cherokee Plant

# **ATTACHMENT H**

**MONTGOMERY**  
**POST: RSA Montgomery**



**INCIDENT/ REPORT FORM**

<b>Claim #</b>		<b>Type:</b> <input type="checkbox"/> Burglary <input type="checkbox"/> Theft <input type="checkbox"/> Missing Property <input type="checkbox"/> Personal Injury <input type="checkbox"/> Property Damage <input type="checkbox"/> Fire <input type="checkbox"/> Other
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<b>Name</b>	<b>Date Of Birth</b>

<b>Address</b>	<b>Sex</b>
	<input type="checkbox"/> Male <input type="checkbox"/> Female

<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Date Reported</b>

<b>Date</b>	<b>Time</b>	<b>Location On Property</b>	<b>Home Phone</b>	<b>Work Phone</b>

<b>Incident Reported By</b>	<b>Address</b>	<b>Home Phone</b>	<b>Work Phone</b>

<b>Injuries Involved</b>	<b>Extent of Injuries</b>	<b>Refused Medical Treatment</b>	<b>Transported</b>
<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> Bleeding <input type="checkbox"/> Other Visible Injury <input type="checkbox"/> Non-Visible Injury	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes

<b>How Was Guest Transported</b>	<b>What Hospital/Clinic</b>	<b>Other Numbers</b>

<b>Auto Involved</b>	<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>Color</b>
<input type="checkbox"/> No <input type="checkbox"/> Yes				

<b>Auto Insurance Carrier</b>	<b>Auto License Plate</b>	<b>Driver License #</b>

<b>Police Called</b>	<b>Officer Name</b>	<b>Report Number</b>	<b>Arrest</b>
<input type="checkbox"/> No <input type="checkbox"/> Yes			<input type="checkbox"/> No <input type="checkbox"/> Yes

<b>Witness Name</b>	<b>Witness Address</b>	<b>Phone Number</b>

**Claim Disposition To Be Completed By Larry Armstead**

<b>Settled</b>	<b>Amount Paid</b>	<b>Other Compensation</b>
<input type="checkbox"/> No <input type="checkbox"/> Yes		

<b>Referred To Insurance</b>	<b>Insurance Action</b>	<b>Settlement Amount</b>
<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> Investigate <input type="checkbox"/> Deny <input type="checkbox"/> Settlement <input type="checkbox"/> Record	

**Narrative: Additional Supplemental Forms Such As Statements And Photographs May Be Attached.**

Date:

Time:

Narrative:

# RSA Security Access Control: Daily Reporting

Fields in yellow are selectable and fillable

Covered Date: 00/00/0000

Campus

Report Completed by

Leland Smith

## Monday-Friday

Reported by

0800-1600 Incidents

1600-0000 Incidents

0000-0800 Incidents

## Saturday-Sunday

Reported by

0800-2000 Incidents

2000-0800 Incidents

## Notes/Observations

Use for daily notes outside of reported incidents

Date Reported	Estimated Completion	Notes	Completed
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## Persistent Issues

Incidents that persist more than a day are moved here

Post Location	Date	Shift Time	Officer	Reason	Covered By
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## Open Posts

Report all unfilled open posts and how they were covered.

