

THE RETIREMENT SYSTEMS OF ALABAMA (RSA)

ADDITIONAL TERMS AND CONDITIONS RELATED TO RSA'S RESERVATION OF RIGHTS AND REQUIREMENTS OF BIDDERS AND PROPOSERS

1. RSA reserves the right to cancel or modify any solicitation; to award by item, groups of items; to divide the award; to reject any and all bids or proposals in whole or in part; and to waive any informality or technical defects if, in RSA's judgment, the best interests of RSA will be served.
2. If, in RSA's judgment, the best interests of RSA will be served, RSA may award: (a) a single contract to one responsive bidder or proposer that has the capability to provide the full scope of services requested under an ITB or RFP, (b) multiple contracts to multiple vendors with the supplies or services divided among multiple vendors (if agreed to by the awarded vendors), or (c) multiple contracts to multiple vendors for the full scope of services requested.
3. RSA may seek clarification of a bid or proposal from any bidder or proposer at any time, and failure of such bidder or proposer to timely respond may be cause for rejection. Clarification is not an opportunity to change the proposal.
4. Submission of bids and proposals confer on bidders and proposers no right of selection or right to a subsequent contract. The solicitation process is for the sole benefit of RSA. All decisions on compliance, evaluation, terms, conditions, discussions, and selections will be made solely in the best interests of RSA.
5. RSA reserves the right to alter any deadlines or revise any part of any ITB or RFP by issuing an addendum to such ITB or RFP at any time. Addenda, if any, will be posted on RSA's website. It is the responsibility of any party interested in submitting a bid or proposal to check the website for addenda.
6. RSA reserves the sole and exclusive right to reject or accept any and all bids or proposals and to waive any informality in any bid or proposal. The best interests of RSA shall be considered as the key factor for selecting, rejecting, and accepting any bid or proposal.
7. Issuance of an ITB or RFP in no way constitutes a commitment by RSA to award a contract. RSA reserves the right to accept or reject, in whole or in part, all bids or proposals submitted and/or cancel any ITB or RFP at any time if it is determined to be in RSA's best interest. RSA also reserves the right to withdraw any ITB or RFP at any time or terminate contract negotiations at any time prior to the full execution of a contract.
8. RSA reserves the right to make or allow corrections or amendments in RFPs, ITBs, bids, or proposals due to errors identified by RSA or by a proposer or bidder. RSA, at its discretion, has the right to request clarification or additional information.
9. By submitting a bid or proposal, bidders and proposers acknowledge and agree to comply with all applicable State regulations, ordinances, and laws, Federal regulations and laws, and RSA policies, guidelines, and standards.
10. All responses received from a solicitation may be subject to public disclosure upon request. Bidders and proposers should be aware of the Open Records Act (Ala. Code §36-12-40), The Alabama Trade Secrets Act (Ala. Code §8-27-1 to 8-27-6), and the Public Record Status of Certain Procurement Information statute (Ala. Code §41-4-115).

Any response submitted that contains confidential, trade secret, or proprietary commercial information must be clearly marked on the outside as containing confidential information, and each page upon which confidential information appears must be clearly marked as such. Identification of an entire bid or proposal as confidential is not acceptable unless the bidder or proposer states in detail the specific grounds and applicable laws which support treatment of the entire material as protected from disclosure.

The owner of the information marked as confidential shall indemnify and hold RSA, and any and all of its officers, agents, and employees harmless from all costs or expenses including, but not limited to, attorney fees and expenses related to litigation concerning any non-disclosure of said information and documents.

11. Any bid or proposal may be withdrawn until the date and time set on the ITB or RFP for submission of the bids or proposals. To withdraw, a written request signed by the authorized representative of the bidder or proposer must be emailed to the contact referenced on the ITB or RFP. Any bids or proposals not withdrawn shall constitute an irrevocable offer to provide RSA with the services or supplies set forth in the bid or proposal until one or more of the bids or proposals have been awarded.

12. No additions or changes to an original bid or proposal will be allowed unless specifically requested by bidder or proposer and approved by RSA. Bid or proposal addition, change, or correction by reason of a minor error is permissible to the extent that it is not contrary to the integrity of the process, interests of RSA, or the fair treatment of other proposers or bidders. RSA reserves the right to request clarification of information submitted and to request additional information of one or more bidders or proposers.

13. For RFPs, RSA reserves the right but is not obligated to conduct discussions with qualifying proposers. These discussions may be requested to be in person or via video or audio conferencing. RSA also reserves the right to request revisions for proposals for the purpose of obtaining best and final offers.

14. Costs of preparation of a response to any ITB or RFP are solely those of the bidder or proposer. RSA assumes no responsibility for any such costs incurred by the bidder/proposer.

15. A bidder or proposer awarded a contract shall maintain adequate records to document all gross revenue incurred in performing the work for at least three (3) years after completion of the contract resulting from any ITB or RFP. RSA shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardee's place of business to RSA for purposes of inspection, reproduction, and audit.

16. RSA reserves the right to request written proof of qualifications including, but not limited to, manufacturer's reseller authorization, professional licenses, certificates of insurance, etc.

17. RSA reserves the right to conduct analysis based on cost realism and/or price reasonableness for any or all bids or proposals as determined necessary in the sole discretion of RSA. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.

18. There shall be no communication regarding this solicitation between bidders or proposers and RSA from the time the solicitation is published until the award is posted as final except as may be specifically authorized for questions and answers in the ITB or RFP. Unless stated elsewhere in the solicitation, any communications, either written, oral, or electronic between the bidder or proposer and RSA regarding the solicitation must come through the contact listed on the RFP or ITB. Failure to abide by this term and condition may result in disciplinary actions up to debarment.

19. Unless stated elsewhere in this solicitation, RSA will accept and evaluate alternate bid submittals on any solicitation provided the response meets all of the solicitation's requirements.