

**THE RETIREMENT SYSTEMS
OF ALABAMA**

INVITATION TO BID

For:

SECURITY GUARD SERVICES

Agency Contact:

Edward Davis (334) 517-7130

Invitation to Bid No.: **09-012**

Mandatory Pre-bid Conference:

DATE: July 22, 2009 TIME: 10:00 AM

Bids Must be Received Before:

DATE: August 5, 2009 TIME: 5:00 PM

Bids Will be Publicly Opened

DATE: August 6, 2009 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

- 1) DELIVERY: CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER.
- 2) TERMS: _____ (DISCOUNTS WILL BE CONSIDERED IN THE BID EVALUATION AND WILL BE TAKEN WITHOUT REGARD TO DATE OF PAYMENT).
- 3) PRICES VALID FOR ACCEPTANCE WITHIN _____ DAYS.
- 4) VENDOR'S QUOTATION REFERENCE NUMBER, IF ANY: _____ (THIS NUMBER WILL APPEAR ON PURCHASE ORDER)
- 5) FEDERAL EMPLOYER ID. NO. (IF NO FEIN, ENTER SSN) : _____
- 6) E-MAIL ADDRESS: _____ INTERNET WEBSITE: _____

RETURN INVITATION TO BID:

REGULAR MAIL

RETIREMENT SYSTEMS OF ALABAMA
P.O. BOX 302150
MONTGOMERY, ALABAMA 36130-2150

COURIER

RETIREMENT SYSTEMS OF ALABAMA
201 SO. UNION STREET, SUITE 574
MONTGOMERY, ALABAMA 36104-4369

SIGNATURE AND NOTARIZATION REQUIRED

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

**Sworn to and subscribed
before me this**

COMPANY NAME

AUTHORIZED SIGNATURE (INK)

____ DAY OF _____, 20__

MAILING ADDRESS

TYPE / PRINT AUTHORIZED NAME

NOTARY PUBLIC

CITY, STATE, ZIP

TITLE

TERM EXPIRATION

PHONE INCLUDING AREA CODE

FAX NUMBER

SECURITY GUARD SERVICES

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INSTRUCTIONS TO BIDDERS

Examination of Documents

All bidders are cautioned to examine and thoroughly read all specifications, terms and conditions of the Contract Document. Failure of bidders to adequately familiarize themselves with the buildings or with the scope of work required shall in no way relieve or lessen their responsibility to perform services hereunder if awarded a contract.

A bidder's submission of a bid will be deemed a representation and warrant that the bidder has become fully informed of and understands and accepts the existing conditions of the Contract Document.

Mandatory Pre-Bid Conference and Site Inspection

A pre-bid conference and site inspection will be held on **July 22, 2009 at 10:00 A.M.** in the 5th floor conference room of the RSA Systems Building located at 201 South Union Street, Montgomery, Alabama. **All bidders are required to attend the mandatory facilities inspections to thoroughly inspect each facility.** These inspections will commence immediately after the pre-bid conference. **Failure to attend both the mandatory prebid conference and facilities inspections will result in rejection of the bid.**

If special circumstances require an additional visit, a written request must be sent to the RSA Director of Office Services stating the purpose of the revisit. There is no guarantee that a request for a revisit will be granted.

Questions for Clarification of Bid Specifications

Any questions and/or requests for clarification of bid specifications, terms and conditions shall be directed to **Edward Davis, Director of Office Services**, and should be submitted in writing by email (Edward.Davis@rsa-al.gov) or by fax at 334-517-7905.

The Retirement Systems of Alabama is not responsible for any information a bidder relies upon not obtained in writing through addenda to the invitation to bid package provided.

Bid Preparation

Bidders are required to submit three (3) separately bound copies of their bid proposal. Any changes or corrections to a bid response must be initialed. Forms requiring signatures must be signed in ink by the person(s) legally authorized to bind bidder to the contract. Any stipulations, conditions or qualifications made within the bidder's proposal may be cause for rejection.

Bid Submittal

All bids must be enclosed in a sealed envelope clearly marked "Bid Enclosed". Each bid shall identify the NAME OF BIDDER, the BID NUMBER and OPENING DATE. Bids not identified may be rejected.

Submit your bid on time. ALL LATE BIDS WILL BE REJECTED. The Retirement Systems of Alabama assumes no responsibility for bid responses that are late due to the U.S. Postal Service, private courier service, or for any other reason.

Bid responses must be completely filled out using ink or typeface, signed and notarized. Signatures must be original, hand written.

Bid pricing should be submitted on a pricing sheet(s) in a format consistent with the requested information.

Submit the Bid Guarantee with your Bid Response.

STATE LAWS: All bidders are responsible for compliance with the laws of the State of Alabama.

The Retirement Systems of Alabama is exempt from paying Federal Excise Tax and state and local sales tax. Bidders must offer prices which do not include such taxes. Where use tax, lease tax or fees are applicable, they must be identified and their cost shown as separate items.

General Requirements

This contract/bid shall be for providing security guard services at various facilities herein described for the Retirement Systems of Alabama (RSA). This document describes the services and staffing required to provide protection and safety of RSA personnel, tenants, visitors and other persons on RSA properties.

Bidders must complete the attached documents indicating hourly rates related to this contract. The following information must be submitted as part of the bid package:

- Bid cover sheet
- Evidence of Performance Bond (see 17.0)
- Schedule "A" Pricing Sheet
- Schedule "B" Company Questionnaire
- Facilities Inspection Sheet
- Immigration Status Statement
- Vendor Disclosure Statement

Contract Period

Bid award will establish a 12-month contract with an option to extend for up to four additional 12-month periods with the same pricing, terms and conditions, if agreed upon in writing by both parties. Each additional 12-month period would begin the day after the previous 12-month period expires. Any extension must have written approval of both the Retirement Systems of Alabama and the contractor no later than 30 days prior to expiration period.

The successful bidder will be expected to commence services as early as 30 days after notice of award.

Bid Evaluation

The Retirement Systems of Alabama will evaluate each proposal based on numerous factors including, but not limited to:

- Bidder's reputation
- Customer Satisfaction Performance Record
- Financial Stability
- General Stability – how long Contractor has been in business in this area and how many years the local owner or manager has been in current position
- Management quality and depth
- Supervisory organization – number of supervisors vs. guards, control over supervisors and caliber of supervision
- Total Cost

The contract will not be awarded until the necessary investigations of the bidders and the responsiveness of the bids have been made. The award will be made, or all bids rejected, within sixty (60) days after the date set for the bid opening. RSA may request that a bidder personally present their total package to RSA management.

Basis of Award

Award of this contract shall be made to the lowest responsive, responsible bidder who offers the best value to RSA and meets the terms, conditions, and specifications of the ITB. RSA reserves the right to reject any or all bids or part of a bid, and waive informalities, technical defects and minor irregularities in the bids received.

The hourly rate for the services herein described shall be the grounds for the contract award. Hourly rates must be clearly stated in the bid response. These rates shall include:

- Normal hourly rates based upon the specified hours indicated herein.
- Hourly rate for special functions as required by RSA.

The supervisor costs and all other overhead expenses shall be included in the total hourly rate for the services herein described and shall not be billed as a separate cost.

The costs indicated on Schedule "A", Guard Service Pricing Sheet, shall constitute the total costs associated with the ITB 09-012. No additional charges will be allowed.

The contract cannot be assigned or subcontracted without prior written consent of the RSA.

All information in these documents or obtained while on RSA property may not be disclosed to any other parties in any form or manner.

There will be a mandatory Pre-bid Conference and Facilities Inspection on **July 22, 2009 at 10:00 A.M.** The Pre-bid Conference will be held at 201 South Union Street, Suite 517, Montgomery. Bidders will receive instructions and directions for the Facilities Inspection, which will take place immediately following the Pre-Bid Conference. Bids received from vendors who did not attend the Pre-Bid Conference and Facilities Inspection will be rejected.

A public opening will be held **August 6, 2009 at 10:00 A.M.**, at 201 South Union Street, Suite 517, Montgomery. All sealed bids must be received before 5:00 P.M. August 5, 2009.

1.0 Contract Documents

All terms, agreements and requirements shall be in conformance with the laws and codes of the State of Alabama and the City of Montgomery.

The services described herein shall be referred to as Security Guard Services (SGS) and refer to the requirements of RSA. The bidder, referred to as Contractor, shall

provide all services herein noted and any other services required to be in conformity with local authorities having jurisdiction over such services, equipment or manpower to ensure such conformity.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General of the State of Alabama, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or when appropriate, private mediators.

The terms, conditions and commitments that are contained herein shall not be constituted as a debt of the State of Alabama, per Article 11, Section 213, State of Alabama Constitution, dated 1901, amended by article number 26. Furthermore, it is agreed and understood that if any part or provision of this document should conflict with a State Statute or State of Alabama Constitutional amendment or provision thereof, now in effect or that which may, during the course of the agreement between RSA and this Contractor, be enacted, that conflicting part or provision of the agreement shall be null and void.

The sole remedy for settlement of any dispute regarding this agreement between RSA and the contractor shall be limited to filing of a claim(s) with the Board of Adjustment for the State of Alabama.

2.0 Accreditation/License

The contractor must hold, in good standing, a license to provide security guard services in the City of Montgomery, Alabama. The license must be renewable for the entire period of the SGS contract.

All bidders are required to complete the attached company questionnaire that will be used to conduct a credit and background check on the bidder and corporate officers of the firm.

The following are minimum qualifications needed to be a qualified bidder:

Number of years in business:	10 years
Management Staffing:	15 Full Time Employees
Field Supervisors:	10 Full Time Supervisors
Guards in Service:	85 Full Time Guards
Comprehensive Medical Plan:	Covers ALL Full Time Employees
Minimum Insurance Coverage:	15 million dollars General Liability 10 million dollars Comprehensive Property

3.0 Insurance

The contractor shall secure and make all payments for and, at all times during the duration of this Agreement, maintain through a licensed insurance firm, company or agency, acceptable to RSA, such public, contingent and employer's liability insurance in the amount noted below.

The insurance coverage shall protect the contractor and RSA from any and all claims under workman's compensation and similar employee benefit acts, and any and all claims for property damage or loss thereof, which may be a consequence or a result of the performance of this Agreement.

All liability insurance policies shall name RSA as an additional insured and such certification will be issued directly by the approved licensed insurance agency, firm or company. Certification of premium payment shall be submitted by the contractor to RSA every three months or upon the maturation of the premium.

Comprehensive General Liability Insurance shall be a minimum of \$15,000,000.
Comprehensive Property Damage Insurance shall be a minimum of \$10,000,000.

Insurance policies shall include automobile(s), including the operation by any and all contractor's staff, with coverage in amounts of at least \$5,000,000. No provision or part of this or any other agreement between RSA and the contractor shall restrict or otherwise limit the liability assumed by the contractor.

4.0 Liability/Indemnification

Contractor shall, to the fullest extent of the law, indemnify and hold harmless RSA, the officers thereof, administrators, employees and agents, from and against any and all claims, damages, losses and costs, including but not limited to attorney's fees, resulting from or the consequence of the performance of the services under this specification or the agreement or lack thereof. Such obligation shall not be construed to negate, abridge or otherwise diminish any other right or obligation of indemnity, which would otherwise exist to any party or persons described in this text.

Contractor shall hold harmless RSA, the officers thereof, administrators, employees and agents, from and indemnify it and them against all claims, liens and suits for labor and material furnished by the contractor.

5.0 Jurisdictional Compliance

The contractor shall provide staffing, services and equipment that is in full conformity to the local laws and codes of the City of Montgomery and the State of Alabama.

The contractor shall procure all permits and licenses and pay all taxes and fees that may be required to comply with this specification. Contractor shall also give all notices necessary and incidental to the due and lawful prosecution of these services.

6.0 Acceptable Standards

The following standards are the minimum requirements and qualifications for guards assigned to RSA facilities:

- High School graduate (GED acceptable)
- No criminal convictions during the past 20 years (other than minor traffic violations)

6.1 Standards of Duty for Security Guards and Supervisors

The following Standards of Duty shall be maintained at all times by both guards and supervisors:

1. All guards must 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.
2. Uniforms shall be clean and neat in appearance at all times. A coat and tie will be worn while on duty.
3. Guards and Supervisors must conduct themselves in a professional manner at all times while on RSA property.
4. Profanity of any sort will not be allowed.
5. Guards are to stand and/or sit at their post in a professional manner; leaning against walls or sitting with "heads on the desk" is not permitted.
6. Off-duty guards shall not congregate in public spaces on RSA property.
7. Guards or Supervisors shall not offer themselves or act as a law enforcement officer to any person at any time while on RSA property.
8. The use of metallic badges or a shield, other than on issued uniforms, is not permitted on RSA property.
9. Absolutely no firearms are permitted on RSA property.
10. The use or possession of handcuffs is not permitted on RSA property.
11. Guards on patrol may not carry any weapon or baton on RSA property.

12. Socializing with other employees, tenants, friends or visitors is not permitted.

6.2 Staff Background Investigations

The Contractor will conduct all investigations every six months for every guard assigned to RSA. Background checks shall include investigation of criminal and public records.

6.3 Drug Testing

Five days before commencing work on any RSA property, each guard and security staff shall submit to drug testing. An independent, certified laboratory will conduct the testing. Random drug tests will be conducted on every guard every six months or at a time selected by RSA. The certified results of drug tests shall be sent to RSA by the laboratory.

6.4 US Citizenship

All security staff and guards shall be US citizens at the time of hire for work on RSA property. RSA may require, at their discretion, proof of citizenship of any security staff or guard. The attached *Immigration Status Statement* must be completed and returned with the bid package.

6.5 Grounds for Removal from RSA Facilities

RSA shall remove and refuse admission onto its property any security staff or guard for reasons including, but not limited to, the following:

1. Failure of a drug test
2. Commission of a crime on or off RSA property
3. Conviction of DUI of any substance (illicit drug, prescription drug or alcohol)

4. Watching TV while on duty
5. Falsifying any patrol or report information
6. Carrying any weapon on RSA property
7. Verbal abuse of any tenant, visitor, other guard or RSA employee
8. Working while under the influence of any drug or alcohol
9. Use of any RSA property or services, such as phone, without RSA permission
10. Reckless operations of a motor vehicle on or around RSA property
11. Failure to maintain a professionally groomed uniform and appearance
12. Entering any space or property within RSA for reasons other than assigned duties or investigation purposes
13. Sleeping on post
14. Failure to complete a watch tour or falsification of a watch tour report in any manner

6.6 Medically Acceptable

A medical doctor shall certify guards and supervisors as being fit for work and free of serious medical conditions or any other illness or condition that may inhibit the performance of duties herein described. Guards with a medical disability are acceptable to staff console posts or similar fixed post duties. However, RSA assumes no responsibility to construct or otherwise modify any part of its property to accommodate such persons.

6.7 Medical Insurance

The contractor shall pay for all medical insurance premiums for the security staff and guards who are considered eligible employees for such coverage in accordance with the terms and conditions of the contractor's medical insurance plan.

6.8 Guard Review by RSA

A designated RSA representative shall interview each guard. At the time of the interview the contractor shall make available all background information including; criminal background, civil background, employment application, educational and military documentation and credit information. The RSA representative may accept or reject the prospective guard with or without reason to the contractor.

7.0 Work/Services Included

The contractor shall develop and publish, unique to the site, detailed post orders, patrol orders and general standing orders for operations on RSA property. The contractor shall compile these documents with the approval of RSA. Each guard is to be personally instructed by the supervisor regarding the orders for the assigned post. All guards are to personally walk through each facility and become educated as to the location of the following:

- Fire alarm panels
- Emergency exits
- Emergency phones
- 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 every site, inside of any exterior parking and plaza areas. The walk through will be conducted in such a manner as to educate the guard as to the principle areas of egress and entry, locations where

concealed persons may be found, and areas of high usage such as plazas, loading area and parking lot entrances. The RSA representative will outline this tour.

Every guard supervisor shall coordinate with RSA the training of all guards in essential safety skills such as:

- Emergency building evacuation
- Fire alarm response planning
- Medical emergency procedures
- Police response planning

The contractor will be required to participate in any emergency drills RSA may deem necessary during the course of this contract/agreement.

All guards will be trained in dealing with the general public. This training will include directing visitors and giving information to tenants, and skills to use in dealing with individuals who may be sick, incoherent or in distress.

7.1 Patrol

The guards shall conduct patrols of the facilities that are time and route based. The patrol routine and watch tour shall be conducted on a rotational basis and defined by RSA. Each patrol and watch tour *may* be different for each facility. Each RSA Building Manager will review the guard's patrol activity the following morning. The contractor shall provide the documentation for the manager's review in a manner acceptable to the RSA.

Facility patrols will include the use of electronic recording devices to provide RSA with digital patrol records of the guard's watch tour. **The recording devices, provided by the contractor, shall be Proximity-Based Guard Tour Verification Systems. The**

reading device should not have to make contact in order to read the tag. Bids should be based on approximately 500 tags and 20 readers.

7.2 Patrol Vehicle

The contractor shall provide one dedicated utility vehicle, such as a crossover SUV motor vehicle, to patrol RSA properties. The vehicle shall be late model, no older than 2007 year of manufacture, and free of any advertising other than the company name and logo of the contractor. The vehicle shall be free of dents, rust and other defects and painted white or another color approved by RSA. The vehicle will have either a fixed radio receiver/transmitter for communication with the building security staff or a mobile portable radio charger with remote speaker and microphone. The vehicle shall be equipped with a strobe type light bar. Strobe lights shall be amber colored. Red or blue is not permitted.

The patrol vehicle 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, and two 1000' rolls of black and yellow plastic barrier tape.

Under no condition shall a patrol vehicle be used to pursue or otherwise engage in the pursuit of or apprehension of any individual.

The vehicle shall be washed at least once a week and maintained in a clean condition at all times. Every tour operator is required to check the critical function of all light, emergency flashers and brakes.

7.3 Schedules/Staffing

Refer to “RSA Schedule of Guard Hours”

The guards must remain on the RSA property during breaks and be readily available in the event of an emergency. Under no circumstances shall an RSA guard post remain vacant or unattended at any time. All schedules will be coordinated with the RSA designated representative.

8.0 Guard Responsibilities

Fixed Post and Lobby Desk:

Guards in fixed posts are responsible for monitoring the lobby areas, elevators and messenger deliveries. The guard shall, at a minimum, be responsible for the following:

1. Maintain a logbook to record incidents and other matters noted in this document.
2. Provide information and direction to visitors, tenants and package and freight deliveries.
3. Report and note any suspicious activity near or around the post.
4. Report any life safety emergencies to the RSA representative.
5. Communicate any building matters, elevator malfunctions, loss of power, etc., to the designated RSA representative.
6. Document all tour activity.
7. Coordinate activity with the Patrol Guard and Supervisor.
8. Respond to telephone calls to desk.

Patrol Tours, Interior: The guard on patrol will conduct the following activities:

1. Patrol all public hallways, alternating from stairwell to stairwell to ensure coverage is thorough and complete.
2. Inspect the roof access points and any and all mechanical room portals.
3. Check office doors for security and inspect any open restrooms.
4. Make certain stairwell doors close properly.
5. Report defective lighting and doors.
6. Inspect and patrol basement areas, door security and perimeter doors.

Patrol Tours, Exterior:

1. Walk the building perimeter and check all portals
2. Verify proper operation of exterior lighting.
3. Inspect any exterior parking lots.
4. Report any vehicles left overnight to the RSA staff.
5. Follow designated tour route.
6. Report defective lighting fixtures.
7. Direct all deliveries to the freight docks and service entrances.

9.0 Supervisor Responsibilities

Hours of Supervisor patrol services are 24 hours, 7 days a week.

Supervisors must have at least three years of security experience, be capable of managing a guard staff, handling incidents and conducting comprehensive investigations.

All supervisors shall be subject to the same background scrutiny as the guards. RSA reserves the right to accept or reject any supervisor.

The supervisors shall be dedicated to the RSA facilities and not have other duties for other sites or clients.

Supervisors shall act as a liaison with the RSA designated representative and conduct weekly meetings with the representative to assure services are properly provided.

Supervisors are responsible for assuring that proper staffing is ready at the beginning of each shift. In the event of a missing or sick guard, the Supervisor must stand in until the RSA approved substitute arrives. The Supervisor must stay with the replacement guard

until such time as the guard is sufficiently familiar with the structure and respective duties.

Supervisors are responsible for assuring all RSA keys and access cards are returned at the end of each shift and remain on the RSA property at all times. Loss of the RSA keys will result in the entire facility(s) being re-cored (lock cylinder(s) replacement) at the contractor's expense.

All supervisors are required to complete at least one watch tour in each 30 day period through each building they supervise, commencing with the effective date of this contract.

Each supervisor must document these tours and provide evidence of same to RSA. Supervisors should observe the guards, noting the building's layout and the time required to complete patrols. Supervisors should note any defects or liabilities observed in each daily report, which shall be submitted to the RSA designated representative.

Supervisors are required to visit each building three times each shift and perform at least three additional random site inspections to check and report the condition of the site and verify the guards' activities. During emergencies the supervisor will be required to replace a guard in the event the guard is unable to complete a tour. The contractor must provide at least one back-up supervisor in the event of emergency coverage.

10.0 Incident Management

Incidents are described as, *but not limited to*:

- Medical emergency
- Fire
- Criminal act
- Accident, including those not requiring and/or refusing medical assistance

- Elevator breakdowns or failures
- Door problems of any sort
- Vehicular accidents, damage, theft, etc.
- Loss of poster
- Natural damage such as storms, lightning, etc.

All incidents must be fully described and reported to RSA in written format. The report at first may be hand written with one copy to RSA. This document will be submitted within 90 minutes of the incident's completion. The tour supervisor shall co-sign the guard's report. The supervisor shall, within 48 hours, submit to RSA a detailed, type-written report in the attached report format.

10.1 Emergency Staffing

The contractor shall have at least six stand-by security staff members/personnel that meet all RSA requirements and are able to provide immediate emergency coverage should RSA require such services.

11.0 Facilities

The following locations shall be included in the Security Guard Services:

- Tower Complex
- Alabama Center for Post Secondary Education
- Plaza Building and Complex
- Union Building and Complex
- Alabama Center for Commerce Building and Complex
- Capitol Parking Facility
- Criminal Justice Center and Complex
- RSA Systems Building and Complex

12.0 Equipment & Essential Material

Guards and supervisors shall carry the following equipment at all times:

- Radio: Two-way walkie-talkie with the latest state-of-the art communications hardware capable of communicating for at least 10 miles in the City of Montgomery. Acceptable radios are Motorola Saber Series or an approved equal. Radios must be compatible with RSA broadcast frequencies. Contractor must provide three radios for each site.
- Flashlight: Contractor must provide all guards with a fully-functional 2-cell Mag type flashlight.
- Electronic watch tour system recording device as specified in Section 7.1.
- Reporter's notebook and pen

12.1 Uniform and Related Material

The contractor shall provide each guard with a uniform 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 during summer)
- Light grey pants
- Black, high-gloss shoes with matching black socks
- White shirt with an appropriate matching tie

- Cold weather clothing, rain gear and other protective garments approved by RSA shall be provided for all guards and supervisors. Personal clothing is not permitted.

The blazer should not be worn on RSA property when off duty. The uniform must be clean at all times. Contractor should provide several changes to allow for weekly dry cleaning at contractor's expense. Pants should be pressed and neat in appearance. The shirt must be changed daily and professionally laundered.

13.0 Guard Staff Compensation

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

Contractor is to provide the following documentation in the bid package, thereby indicating approval of same:

- Staff pay rates at a minimum of **20% above minimum wage**
- Compensated break and mealtime periods

14.0 Warranty of Services

The contractor shall provide the specified services and warrants the performance of their employees. In the event of missing assignment coverage or patrol failures, RSA reserves the right to deduct the time lost from the monthly service costs. Failure of the supervisors to check in during the shifts as described herein will result in a deduction at a rate of four times the hourly guard rate per missing check-in, per shift, per facility.

Dedicated Service: Guard staff and supervisors shall be dedicated to RSA and may not be used for any other purpose without RSA's written permission.

Commitment to Service: The contractor shall be responsible for establishing a dedicated Security Staff to provide coverage to RSA as specified herein. The contractor is responsible for retention of the force.

15.0 Termination of Contract

The Retirement Systems of Alabama shall have the right, at its sole option and discretion, to terminate this Agreement at any time absent of any default on the part of the 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 the Retirement Systems' satisfaction, or fails to perform any obligation imposed by any provision of this Agreement.

16.0 Terms of Agreement

This contract shall be valid for a period of 12 months with an option to extend the contract for up to four additional 12-month periods thereafter if proposed in writing by RSA and accepted in writing by Contractor.

17.0 Bond Requirements

Bid Guarantee

Bidder must submit with the bid, a bid guarantee payable to the Retirement Systems of Alabama, in the form of a cashier's check, other type bank-certified check, money order or surety bond, issued by a company authorized to do business in Alabama, as a

guarantee of good faith and firm bid for 90 days. The Guarantee shall be in the amount of \$10,000 and must reference ITB 09-012. After an award is made, the bid guarantee will be returned. Personal or company checks are not acceptable.

Performance Guarantee

Contractor will furnish within ten (10) state working days after notification of award, a performance security in the amount of 25% of the total contract bid amount as a guarantee to provide goods and services specified in the bid. It shall be made payable to the Retirement Systems of Alabama and can be a cashier's check, other type bank-certified check, money order, or surety bond issued by a company authorized to do business within Alabama. The performance guarantee must reference the bid number. The performance guarantee will be returned upon completion of the contract. Personal or company checks are not acceptable. **No contract can be signed or accepted without the Performance Bond.**

18.0 Invoicing

Each month the contractor shall submit a detailed invoice for services of the prior month. The invoice shall include the following by site and location:

- Guard name, post, hours of work by dates, supervisor coverage by date, time and site
- Compilation of hours by site and date for guards and supervisors

All invoices must be submitted within 30 days of completion of services. Invoices must match the daily shift logs and/or reports and are subject to approval by RSA and their Building Managers. Invoices must be submitted to:

ATTN: Heather Smith
RSA Building Expense Fund
P.O. Box 301250
Montgomery, AL 36130-2150

PROJECTED SCHEDULE OF GUARD HOURS

		TOTAL HOURS 7 DAYS
RSA SYSTEMS BUILDING		
LOBBY DESK	8 AM TO 5 PM MON-FRI	45
INTERIOR PATROL	5 PM TO 8 AM MON-FRI	60
INTERIOR PATROL	5 PM FRI TO 8 AM MON	63
EXTERIOR PATROL	3 PM TO 9 AM MON-FRI	72
EXTERIOR PATROL	3 PM FRI TO 9 AM MON	66
TOWER COMPLEX		
LOBBY DESK	6 AM TO 10 PM MON-FRI	80
INTERIOR PATROL	10 PM FRI TO 6 AM MON	56
INTERIOR PATROL	10 PM TO 6 AM MON-FRI	32
EXTERIOR PATROL	4 PM TO 10 AM MON-FRI	72
EXTERIOR PATROL	4 PM FRI TO 10 AM MON	66
PARKING GARAGE	3 PM TO MIDNIGHT TUES-SAT	45
CENTER FOR COMMERCE		
LOBBY DESK	7 AM TO 5 PM MON-FRI	50
INTERIOR/EXTERIOR	5 PM TO 7 AM MON-FRI	56
INTERIOR/EXTERIOR	5 PM FRI TO 7 AM MON	62
PLAZA BUILDING		
LOBBY DESK	8 AM TO 5 PM MON-FRI	45
INTERIOR/EXTERIOR	5 PM TO 8 AM MON-FRI	60
INTERIOR/EXTERIOR	5 PM FRI TO 8 AM MON	63
UNION BUILDING		
LOBBY DESK	6 AM TO 5 PM MON-FRI	55
INTERIOR/EXTERIOR	5 PM TO 6 AM MON-FRI	52
INTERIOR/EXTERIOR	5 PM FRI TO 6 AM MON	61
CAPITOL PARKING DECK		
DECK	4 PM TO 9 AM MON-FRI	68
DECK	4 PM FRI – 9 AM MON	65

ALABAMA CENTER FOR POST SECONDARY EDUCATION*

LOBBY DESK	7 AM TO 5 PM MON-FRI	50
INTERIOR PATROL	5 PM TO 7 AM MON-FRI	62
INTERIOR PATROL	5 PM FRI TO 7 AM MON	53

CRIMINAL JUSTICE CENTER

INTERIOR/EXTERIOR	4 PM TO 8 AM MON-FRI	64
INTERIOR/EXTERIOR	4 PM FRI TO 8 AM MON	64

***NOTE:** Alabama Center for Post Secondary Education is presently under construction. Projected start date for service at this location is September 2009.

MANDATORY VERIFICATION OF FACILITIES INSPECTION

ITB 09-012

RSA Systems Building
Willie Arrington, Manager
201 S. Union Street

Signature

Plaza Building
Billy Coleman, Manager
100 N. Union Street

Signature

Union Building
Bill McCoy, Manager
100 N. Union Street

Signature

Alabama Center for Commerce
Steven Majors, Manager
400 Adams Avenue

Signature

Tower Complex
Willie Wright, Manager
201 Monroe Street

Signature

AL Center for Post Secondary Education
Billy Coleman, Manager
135 S. Union Street

Signature

Criminal Justice Center
Brent Speer, Manager
301 S. Ripley Street

Signature

Capitol Parking Deck
Bill McCoy, Manager
501 Monroe Street

Signature

SCHEDULE "A"
ITB 09-012
GUARD SERVICE PRICING SHEET

DATE: _____

BIDDER: _____
Company Name

CONTACT: _____
Authorized Representative

Address

Telephone Number

The price quoted will remain in effect for the entire Agreement period.

HOURLY RATE PER GUARD* \$ _____

**HOURLY RATE PER GUARD
FOR SPECIAL EVENTS** \$ _____

For bid award purposes, computations are based on an estimated total of **1,587 hours per week** for all facilities as outlined in the Schedule of Guard Hours.

***The total cost quoted above should include the guard's rate of pay, supervisor's pay, and all other costs associated with the Performance Specifications stated herein.**

The number of special event hours is not known at this time. The hourly rate for special events will be applicable when such events are necessary.

ATTACHMENT "A"

COMPLAINT / INCIDENT REPORT

Name				DOB		Incident #	
Address						Sex	
						☐ M ☐ F Male/female	
City			State		Zip		SSN
							N/A
Date	Time	Location			Home Phone		Work Phone
Reported By:		Address			Home Phone		Work Phone
Injuries Involved		Extent Of Injuries				Guest Refuse Medical Treatment	
☐ Yes ☐ No		☐ A ☐ B ☐ C A. Bleeding Wound/Transported B. Other Visible Injury C. Non-Visible Injury				☐ yes ☐ No	
Transported		How Was Guest Transported		What Hospital/Clinic			Other Report Numbers
☐ Yes ☐ No							
Auto Involved		Make		Model		Year	Color
Report Prepared By		Date		Approved By		Vehicle License Plate	
Police Called		Officer Name			Report Number		Arrest
☐ Yes ☐ No		EMS					☐ Yes ☐ No
Witness Name		Witness Address					Phone Number

ATTACHMENT "B"
RETIREMENT SYSTEMS OF ALABAMA

COMPANY QUESTIONNAIRE

COMPANY NAME: _____ DATE: _____

ADDRESS: _____

PHONE: _____ FAX: _____

FEDERAL TAX ID: _____

YEAR ESTABLISHED: _____

PRINCIPLE OFFICERS

PRESIDENT: _____

VICE PRESIDENT: _____

TREASURER: _____

SECRETARY: _____

STAFFING

NUMBER OF FULL TIME GUARDS: _____

NUMBER OF PART TIME GUARDS: _____

SUPERVISOR STAFF: _____

ADMINISTRATIVE STAFF: _____

NUMBER OF PATROL MOTOR VEHICLES (provide make, model & year)

TOTAL NUMBER OF VEHICLES: _____

Make	Model	Year
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PRINCIPLE OFFICERS INFORMATION

(ALL CORPORATE OFFICERS AND OWNERS MUST BE LISTED)

PRESIDENT: _____
Social Security: _____
Home Address: _____
Phone: _____

VICE PRESIDENT: _____
Social Security: _____
Home Address: _____
Phone: _____

TREASURER: _____
Social Security: _____
Home Address: _____
Phone: _____

SECRETARY: _____
Social Security: _____
Home Address: _____
Phone: _____

We the Corporate Officers for _____ do hereby consent and authorize the Retirement Systems of Alabama, or their agent(s), to conduct a background check. The background check will be limited primarily to a criminal and civil investigation of all available public records.

President: _____ Date: _____
Signature

Vice President: _____ Date: _____
Signature

Treasurer: _____ Date: _____
Signature

Secretary: _____ Date: _____
Signature

Submit with your BID a copy of your last three (3) fiscal year financial statements.

COMPANY LITIGATION HISTORY

Please list any and all litigation currently pending or that has occurred during the last five years.

Date: _____ **Defendant** _____ **Plaintiff** _____

Jurisdiction: _____ **State:** _____

Nature of Action:

Disposition:

Date: _____ **Defendant** _____ **Plaintiff** _____

Jurisdiction: _____ **State:** _____

Nature of Action:

Disposition:

COMPANY REFERENCES

LIST AT LEAST SIX REFERENCES OF SIMILAR SIZE AND SCOPE TO RSA PROPERTIES.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____

Project Date: _____ Completion: _____

Number of Guards on Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____

Project Date: _____ Completion: _____

Number of Guards on Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____

Project Date: _____ Completion: _____

Number of Guards on Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____

Project Date: _____ Completion: _____

Number of Guards on Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____

Project Date: _____ Completion: _____

Number of Guards on Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____

Project Date: _____ Completion: _____

Number of Guards on Project: _____

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____

Project Date: _____ Completion: _____

Number of Guards on Project: _____

ATTACHMENT "C"

Retirement Systems of Alabama

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Contractor

Printed Name

Witness

ATTACHMENT "D"
State of Alabama
Disclosure Statement
(Required by Act 2001-955)

ENTITY COMPLETING FORM:

ADDRESS:

CITY, STATE, ZIP

TELEPHONE NUMBER

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

Retirement Systems of Alabama

ADDRESS:

201 S. Union Street, Montgomery, AL 36104

334-517-7130

CITY, STATE, ZIP

TELEPHONE NUMBER:

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

State Agency/Department	Type of Goods/Services	Amount Received
-------------------------	------------------------	-----------------

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

State Agency/Department	Date Grant Awarded	Amount of Grant
-------------------------	--------------------	-----------------

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Public Official/Employee	Address	State Department/Agency
----------------------------------	---------	-------------------------

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Family member	Address	Name of Public Official/ Public Employee	State Department/ Agency Where Employed

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

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

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

Name of Paid Consultant/Lobbyist	Address

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

Signature	Date
-----------	------

Notary's Signature	Date	Date Notary Expires
--------------------	------	---------------------

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

ATTACHMENT "E"

AGREEMENT FOR SECURITY GUARD SERVICES AT RETIREMENT SYSTEMS OF ALABAMA

This Agreement is made and entered into this _____ day of _____, 2009, between _____ hereafter referred to as "Contractor", and the Teachers' Retirement of Alabama and the Employees' Retirement Systems of Alabama, hereafter referred to collectively as the "Retirement Systems of Alabama" or "RSA", for security guard services at Retirement Systems of Alabama facilities listed in **Schedule "A" of Invitation to Bid #09-012**, and in accordance with all specifications, terms and conditions contained therein.

AGREEMENT PERIOD

The initial term of the Agreement shall be from _____, **2009 through _____ 2010**. Up to four additional (12) month agreement periods may be entered into under the same specifications, terms and conditions if proposed in writing by RSA and accepted in writing by Contractor. In the event that RSA elects to renew the Agreement for an additional twelve (12) month period, the Contractor will be notified in writing at least sixty (60) calendar days prior to the commencement of the additional period involved, and the Contractor will accept or reject, in writing, said extension within fourteen (14) calendar days after receipt of said notice. Contractor agrees that the Retirement Systems of Alabama shall not be under any obligation to extend this Agreement beyond the initial twelve month term.

GENERAL CONDITIONS

The Contractor agrees to perform all services specified in **Invitation to Bid #09-012, Schedule "A" of Invitation to Bid #09-012** and any and all addenda to **Invitation to Bid #09-012**, for the prices quoted by Contractor in Schedule "A".

CONTRACTOR STATUS

It is understood that Contractor is an independent contractor and neither it nor its employees or agents shall be considered employees of the State of Alabama entitled to State of Alabama Merit System benefits.

APPLICABLE LAW

The laws of the State of Alabama shall govern the interpretation and performance of this Agreement. Matters governing the terms and conditions of employment of the employees of the 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. The Contractor's sole remedy for settlement of any and all disputes arising under the terms of this Agreement shall be limited to filing of a claim with the Board of Adjustments for the State of Alabama.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

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 below in "TERMINATION", or to continue the Agreement once the impediments to performance have been removed.

NONWAIVER

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

Contractor 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.

INSURANCE

The Contractor shall secure, pay for, and at all times during the performance of this Agreement, maintain through companies or agencies acceptable to the Retirement Systems of Alabama, such public, contingent and employer's liability insurance, containing provisions satisfactory to the Retirement Systems of Alabama, as will protect the contractor and the Retirement Systems of Alabama from claims under workers' compensation and other employee benefit acts, and from any and all claims for property damage or loss thereof, which may arise in or resulting from the performance of the services under this Agreement, or by the failure or omission of the Contractor to comply with any of the provisions of the Agreement. Such insurance shall name Retirement Systems of Alabama as additional insured and shall include comprehensive general liability and property damage, including automobile, products-completed operations and blanket broad form contractual, with coverage adequate in amounts to be determined by the Contractor to be reasonable necessary to afford protection from such claims but with minimum limits as to both bodily injury and property damage of not less than **\$15,000,000.00** general liability alone, or together with an excess liability umbrella. No provision or provisions of the Agreement shall limit or restrict any liabilities assumed by the Contractor and stated on this Agreement. The Contractor shall, prior to commencing any services, submit to Retirement Systems of Alabama a certificate(s) of insurance indicating such insurance to be in force and effect. No insurance required by this Agreement shall be canceled without thirty (30) calendar days prior written notice to Retirement Systems of Alabama.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Retirement Systems of Alabama, its administrators, officers, employees and agents, from and against all claims, damages, losses and expenses,

including but not limited to attorney's fees, arising out of or resulting from the performance of the services under this Agreement or lack thereof. 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 AND FEES

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 **Schedule "A"** of Invitation to Bid #09-012.

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 Contractor, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of termination. 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 Retirement Systems of Alabama'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 Retirement Systems of Alabama at least sixty (60) calendar days prior to the effective date of termination.

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

Each month the contractor shall submit a detailed invoice for services of the prior month. Invoice shall include the following by Site and Location:

- Guard name, post, hours of work by dates, Supervisor coverage by date, time and site
- Compilation of hours by site and date for guards and supervisors.
- Submitted within 30 days of services completion date.
- All invoices must match the daily shift logs and or reports.
- All invoices are subject to approval by RSA and their building managers.

Invoices must be submitted to:

ATTN: Heather Smith
RSA Building Expense Fund
P O Box 302150
Montgomery, Alabama 36130-2150

AGREEMENT FOR SECURITY GUARD SERVICES

FOR RETIREMENT SYSTEMS OF ALABAMA

BY: _____

David G. Bronner

TITLE: **Chief Executive Officer**

DATE: _____

REVIEWED BY: _____

William F. Kelley, Jr.

TITLE: ***Chief Legal Counsel***

FOR CONTRACTOR

COMPANY: _____

BY: _____

TITLE: _____

DATE: _____