

REQUEST FOR PROPOSALS

FOR

INVESTMENT VALUATION SERVICES RELATED TO
PRIVATELY PLACED DEBT AND EQUITY INVESTMENTS

FOR

THE

Retirement Systems of Alabama

RFP 16000000009

Issue Date: May 25, 2016

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SECTION I—GENERAL INFORMATION FOR THE PROPOSER

A. PURPOSE:

REQUEST FOR PROPOSALS:

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms to provide investment valuation services to The Teachers' Retirement System of Alabama (the "TRS"), The Employees' Retirement System of Alabama (the "ERS"), and The Judicial Retirement Fund (the "JRF"), collectively the "RSA", related to privately placed debt and equity investments held by the RSA.

B. BACKGROUND INFORMATION:

The RSA share certain executive personnel, investment management, accounting, and information system services, the costs of which are allocated to the funds on an equitable basis.

The TRS, a cost-sharing multiple-employer public employee retirement plan, was established as of September 15, 1939, pursuant to the *Code of Alabama 1975, Title 16, Chapter 25* (Act 419 of the Legislature of 1939) for the purpose of providing retirement allowances and other specified benefits for qualified persons employed by State-supported educational institutions. The responsibility for the general administration and operation of the TRS is vested in its Board of Control.

The ERS, an agent-multiple employer public employee retirement plan, was established as of October 1, 1945, pursuant to the *Code of Alabama 1975, Title 36, Chapter 27* (Act 515 of the Legislature of 1945). The purpose of the ERS is to provide retirement allowances and other specified benefits for state employees, State Police, and on an elective basis, to all cities, counties, towns, and quasi-public organizations. Assets of the ERS are pooled for investment purposes. However, separate accounts are maintained for each individual employer so that each employer's share of the pooled assets is legally available to pay the benefits of its employees only. The responsibility for the general administration and operation of the ERS is vested in its Board of Control.

The JRF, a cost-sharing multiple-employer public employee retirement plan, was established as of September 18, 1973, pursuant to the *Code of Alabama 1975, Title 12, Chapter 18* (Act 1163 of the Legislature of 1973) for the purpose of providing retirement allowances and other specified benefits for any Justice of the Supreme Court of Alabama, Judge of the Court of Civil Appeals, Judge of the Court of Criminal Appeals, Judge of the Circuit Court, or office holder of any newly created judicial office receiving compensation from the State Treasury. The *Code of Alabama 1975, Title 12, Chapter 18, Articles 3 & 4* (Act 1205 of the Legislature of 1975) enlarged the scope and coverage of the JRF to include District and Probate Judges, respectively. The responsibility for the general administration and operation of the JRF is vested in the Board of Control of the ERS.

C. DESCRIPTION OF THE RSA'S MANAGEMENT AND INVESTMENT AUTHORITY:

The TRS and ERS have jointly employed the Secretary-Treasurer as the Chief Executive Officer (CEO) and several other administrative personnel. This has allowed greater efficiencies by consolidating operations of the Systems by function. All investment management is handled in house by RSA Investment staff.

Investment Authority is granted to The Boards of Control, as Trustees of the Teachers' Retirement System and Employees' Retirement System (Systems), by Alabama statutes. Each of the System's

Board of Control, therefore, have full power, through each System’s secretary-treasurer, to invest and reinvest System funds in accordance with the Prudent Person Rule: “with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.” An important component of any investment strategy is the decision regarding allocation of investments among the various asset classes. The purpose of formulating asset allocation guidelines is to maximize investment returns within the standards of prudence established for the whole portfolio.

Each System’s Board of Control is responsible for approving an Investment Policy Statement (IPS) that outlines investment strategies and the related asset allocation guidelines.

Investment Allocation Guidelines as of March 31, 2016.

Asset Class	TRS		ERS		JRF	
	Target Allocation	Strategic Range	Target Allocation	Strategic Range	Target Allocation	Strategic Range
Domestic Equity	45%	30%-60%	45%	30%-60%	55%	30%-60%
International Equity	15%	10%-25%	15%	10%-25%	15%	10%-25%
Fixed Income	17%	10%-50%	17%	10%-50%	22%	10%-50%
Alternative Investments	10%	0%-20%	10%	0%-15%	1%	0%-15%
Real Estate	10%	0%-15%	10%	0%-15%	2%	0%-15%
Short-term investments	3%	1%-6%	3%	0%-7%	5%	0%-7%

Asset allocation is a dynamic process and, as such, the allocation decision is revisited as Market conditions change.

Other information about the RSA can be found at www.rsa-al.gov.

D. INVESTMENTS TO BE VALUED

Per established timelines, current cost information, pertinent legal documentation, and financial information will be provided by the RSA or the management of the company held, as deemed necessary for the performance of the semi-annual valuation.

<u>Name</u>	<u>Investment</u>
Raycom Media, Inc.	Debt, Pref. Stock and Warrants
Community Newspaper Holdings, Inc.	Debt, Pref. Stock and Warrants
World Marine, LLC	Membership Interest
Westport Investors, LLC	Membership Interest
Somerby of West Mobile Holder, LLC	Membership Interest
Ipic Gold Class Entertainment, LLC	Debt and Membership Interest
ACON Alabama Energy Investors, LLC	Membership Interest
American Spirit Media, LLC	Term Loan
SiO2 Medical Products, Inc.	Debt

As of March 31, 2016, these investments had a fair market value of \$4,035,390,386, which represented 12.23% of the total RSA investment portfolio.

Any changes to the companies included in the valuation will require an addendum to the contract.

E. OTHER INFORMATION:

Documents that are considered as part of this RFP may be located via the Internet as follows:

<http://www.rsa-al.gov/index.php>

1. Retirement Systems of Alabama FY2015 Comprehensive Annual Financial Report
2. Retirement Systems of Alabama FY2015 Annual Report

F. PROPOSAL OPENING:

All proposals must be submitted as six (6) copies in a sealed wrapper with the following plainly marked on the front:

INVESTMENT VALUATION SERVICES RELATED TO PRIVATELY PLACED DEBT AND EQUITY INVESTMENTS

RFP 16000000009

OPENING JUNE 30, 2016

Proposals will be sent to:

Via UPS or FedEx:

C. David Adams, CPA
Asst. Chief Financial Officer
Retirement Systems of Alabama
201 South Union Street
Montgomery, Alabama 36104-0001

Via US Mail:

C. David Adams, CPA
Asst. Chief Financial Officer
Retirement Systems of Alabama
PO Box 302150
Montgomery, Alabama 36130-2150

Proposals may be hand delivered to Room 762 of the Retirement Systems Building, 201 South Union Street, Montgomery, Alabama. Proposals will be accepted until 11:00 a.m. on June 30, 2016, and opened at that time. Proposals will not be accepted after this time. The RSA reserves the right to reject any and all responses to this RFP. Questions related to this RFP may be addressed to Julie Barranco at Julie.Barranco@rsa-al.gov or Hunter Harrell at Hunter.Harrell@rsa-al.gov. Questions must be received by 5:00 p.m., June 7, 2016.

RFP Timetable

RFP Issued	May 25, 2016
Deadline for receipt of questions	June 7, 2016, 5:00 p.m. CDT
Issue responses to questions	June 10, 2016
Proposals Due	June 30, 2016, 11:00 a.m. CDT
Conduct Finalist Interviews	July 7-8, 2016
Award Contract	No later than July 15, 2016

G. DELIVERY SCHEDULE:

There will be two deliverable valuation periods annually (collectively, the “valuation periods”) regarding the fair value of the desired assets, as of August 31st and February 28th for semiannual reporting purposes. Draft valuations would be due 15 days following the valuation dates and final valuations would be due no later than 25 days following the valuation dates. Valuations may begin, after the contract has been signed by all required signatories, with the first valuation period at August 31, 2016.

H. PAYMENT SCHEDULE:

Payment for valuation services will be made upon the firm’s completion and submission of each valuation period’s written valuation report.

I. SELECTION OF FIRM:

The RSA expects to employ the successful proposer to perform the semi-annual investment valuation related to privately placed debt and equity investments, beginning in August 31, 2016, and terminating following the February 28, 2021, valuation. All responding vendors will be notified of RSA’s decision in writing within a reasonable length of time following the selection. Prior to the selection, one or more firms may be requested to make oral presentations to the evaluation committee. All proposals shall become the property of the RSA.

J. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically and provide a concise description of the Proposer’s response to the requirements of this RFP. Emphasis should be on clarity. The RSA will not be responsible for any costs incurred by any Proposer in the preparation of a proposal or in relation to any presentations(s) to the evaluation committee.

K. NEWS RELEASES:

News releases pertaining to this RFP or the investment valuation services to which it relates will be made only with prior written approval of RSA’s CEO.

L. ADDENDA TO THE RFP:

Any modifications made to the RFP prior to proposal due date will be provided in writing on the RSA website: <http://www.rsa-al.gov/index.php/about-rsa/itb-rfp/>.

M. CONTACT POINT:

Any questions that arise concerning this RFP may be directed to Julie.Barranco@rsa-al.gov or Hunter.Harrell@rsa-al.gov.

N. MINIMUM EXPERIENCE AND QUALIFICATIONS:

All professionals key to the valuation engagement must be FINRA licensed Series 7 or Series 79, and Series 63.

The firm must be able to demonstrate that:

- It has worked on portfolio valuation engagements for at least 100 clients each of the past consecutive five years;
- It has provided portfolio valuation services to at least 10 clients with assets under management of \$10 billion or greater over the last 12 months;
- It has provided recurring portfolio valuation work for pension funds of at least the size of the RSA (on at least a semi-annual basis) each of the past five years;
- Must be a top 30 M&A advisor and top 30 financial restructuring advisor for each of the past three years based on total deal value for all US completed transactions according to Thomson Reuters or another recognized source;
- It has a dedicated industry group in technology-media-telecom, health care, industrials, and energy
- Must have at least 500 investment professionals.

O. STATE OF ALABAMA CONTRACT REQUIREMENTS

The State of Alabama requires all providers of professional services to submit a Disclosure Statement with each contract. Accordingly, the Disclosure Statement included in Section V of this Request for Proposals (RFP) must be completed and submitted with the proposal.

The State of Alabama requires all contracts to contain certain language in a specific format. This language is included in the Contract shell in Section V.

P. CONFIDENTIALITY

All material and information received by any proposer, including the successful proposer, in which there is an individual right to privacy shall be kept confidential by the proposer(s). Confidential information may not be used by any proposer or successful proposer except in the fulfillment of a contract resulting from the RFP, and must be kept confidential and handled in conformity with all applicable federal and state laws.

Successful Proposer must sign a Non-Disclosure Agreement (NDA) with RSA. See Attached NDA in Section V.

Proposals may be subject to disclosure and/or reproduction under Alabama's open records laws once a contract has been awarded.

SECTION II—NATURE OF SERVICES REQUIRED

A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms to provide investment valuation services to the RSA for privately placed debt and equity investments held by the RSA.

B. REQUIRED SERVICES

The following services are to be provided:

1. Perform an analysis of the fair value of certain investments held by the RSA semiannually in February and August. The engagement will commence with the August 31, 2016, valuation period and conclude with the February 28, 2021, valuation period. The successful proposer will conduct and complete its services, including providing all required written analysis and/or reports, with draft valuations due 15 days following the valuation date and final valuation due no later than 25 days following the valuation date.
2. Provide up to 10 hours of additional consulting time to RSA to review these valuation reports with RSA officials. This additional time shall be included in the fixed fee for each of the reports. Any hours needed beyond 10 shall be charged at the hourly billing rate proposed in the Cost Proposal.
3. Provide a formal report for each valuation period which must summarize the valuation methods used and a conclusion based on those methods. Select information from this report may be presented to the RSA's staff, Board of Controls or Committees thereof.
4. Conduct in-person, on-site meetings with the management of each portfolio company at least once per year as part of the due diligence process. This additional time shall be included in the fixed fee for each of the reports.

SECTION III--INFORMATION REQUIRED FROM PROPOSERS

For any Proposal to be considered, the Proposer must submit the following information:

1. Background information of your firm including services it performs, ownership structure, the state in which your firm was formed or incorporated (and whether you are currently in good standing in the state in which you were formed or incorporated), whether your firm is qualified to transact business in the State of Alabama (and, if so, whether the firm is in good standing in Alabama), the size of your firm and the location of the staff that will perform the services. Discuss in detail the services your firm performs relative to the services required of this RFP.
2. Describe any material changes in organization structure or ownership that have occurred in the past five years.
3. Describe any recent or planned changes to the ownership or organization structure. Disclose any anticipated assignment of a contract resulting from this RFP.
4. Provide an organization chart that identifies the key members and the members who will be involved in providing direct services to RSA.
5. Describe the firm's objectives with respect to future growth. What products/services will be emphasized or de-emphasized in the future? What are the firm's expectations for its products, and how does it plan to manage the future growth of these products? Discuss how the firm plans to make sure that future growth does not compromise the quality of your existing valuation services. Include in your answer how you plan to manage growth in your client/consultant ratio.

6. Discuss in general the firm's competitive advantage over other firms in the investment valuation services industry.
7. Has your firm or any member you employ, within the last ten years, been censured or fined by any judicial, governmental, or regulatory body? If so, please indicate the dates and describe the situation.
8. Is the firm affiliated with any other firm(s) offering valuation or other services that could represent conflicts of interest? If yes, briefly describe your firm's policies and procedures for doing business with these affiliates while safeguarding against conflicts of interest.
9. Do you, your parent company, or any affiliated company have any professional relationships with RSA, RSA Boards of Control, RSA staff, or particular employees in the RSA? If so, describe that relationship.
10. How many professionals does your firm employ?
11. For the key executives and professionals in the firm, including the key personnel that would be assigned to RSA, provide a table that identifies the following information:
 - a. Name
 - b. Title
 - c. Responsibilities within the firm. If a person has multiple responsibilities, indicate the percentage of time spent on each function
 - d. Years of relevant experience
 - e. Years with the firm
 - f. Degrees and professional designations
 - g. Institution awarding each degree and designation
 - h. Publications authored
12. How long has the current group of key executives and professionals in your firm been together?
13. For all key personnel working on the engagement, state the length of time these individuals have all worked together as a team.
14. For the key personnel that will directly provide services to RSA, state the role each would play in providing the required RSA services.
15. State for the key personnel the total number of clients currently assigned to these individuals; describe the assignment.
16. Discuss the causes and impact of any executive and professional staff turnover (departures or hiring/promotions) in the firm that has occurred in the last five years. Provide a table listing all of the professionals that have departed over the past five years. For each individual, provide the following information:
 - a. Date of departure
 - b. Name
 - c. Title
 - d. Responsibilities
 - e. Years with the firm

- f. Reason for leaving
 - g. Name of replacement
17. Does the firm have a transition plan to deal with the possible sudden departure of key professionals within the firm? Describe the plan.
 18. Describe the specific plan, timeline, and any additional resources or documentation you anticipate requiring to facilitate the transition from the previous valuation service provider.
 19. Describe the process employed for addition or removal of investment companies valued, and the calculation of any changes to the cost of the engagement.
 20. Describe the specific methodology to be used for the required scope of services identified in Section II of this RFP. Provide timeline for requested information from RSA or companies being valued in order to meet established valuation deadlines.
 21. Describe your firm's theory and methodology used in recommending an appropriate market valuation method for these related investments held by a public pension fund.
 22. Describe the capabilities of your valuation system(s) and your computer system support. What investments has the firm made in information technology?
 23. Describe your quality control processes for reports and reporting distribution. How are these processes monitored and reviewed?
 24. Provide as Appendix A one recent valuation report as provided to an existing client
 25. For the last five years provide the following data relating to client relationships where services similar to the services required by this RFP have been or are being provided:
 - a. Total number of clients
 - b. Total number of public pension plan valuation clients
- For all current public pension plan clients, state the client's name, the first year of your initial contract with the plan, year end of the last valuation your firm completed and their asset and membership size.
26. Provide the name, title, address, and telephone number for the following six client references for whom your firm has provided either full service valuation consulting or services similar to this RFP, as specified in each question:
 - a. The client for whom your firm most recently completed an engagement.
 - b. The client that most recently terminated your firm's contract.
 - c. The client with the longest relationship with your firm.
 - d. A public pension plan client for whom your firm has provided investment valuation services for at least three years.
 - e. An investment valuation client that has been assigned for at least two years to the key personnel proposed for the RSA account.
 - f. The client for whom the key personnel most recently completed an investment valuation engagement.

27. List all pension plan clients that have terminated their investment valuation service contracts with your firm in the last five years. Include the client firm's name, size of investment portfolio, number of pension plan members and retirants, date of contract termination, and reason(s) for contract termination.
28. Within the last five years, has your firm been notified by any investment valuation services client that your firm is in default of its contract, or that conditions exist endangering continuation of that contract? If so, state the client firm's name, year the notice was received, reasons for the notice, and resolution or current status of the relationship.
29. Would your firm propose to use any subcontracts in the provision of the required RSA services? If so, 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.
30. Do you have 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.
31. How does the firm monitor and measure investment valuation client satisfaction?
32. Discuss how the firm controls costs, quality, timeliness and confidentiality of its services, specifically the services required by this RFP.
33. Describe the resources your firm has that specifically address the needs of public pension fund clients. Include how your firm responds to requests from external auditors, internal compliance and audit teams and Board member requests for information or clarification.
34. Describe how fees are determined for your firm's investment valuation services.
35. The proposed fee should include administrative, third-party, travel, and all other costs. Please provide a statement that you understand this and that these have been included in the cost of the proposal.
36. Disclose any disciplinary action or litigation taken against the firm or any member of the firm's staff regarding the provision of professional services. Disclose any felony convictions within the last five years of any members of the firm's professional staff. Disclose any bankruptcy filings of assignments for the benefit of creditors by or against the firm within the last five years.
37. Provide positive statement that the firm and assigned professionals for this project have met each of the minimum qualifications set forth in Section I. M. Provide detail to support.
38. Provide resumes for the key personnel who will be assigned to this engagement.
39. Provide discussion that provides evidence of the Proposer's knowledge of the state, regional, and national public pension plan market.

40. In Section V of this RFP is a Contract Shell which includes contract terms required in all State of Alabama contracts. Review this contract shell and provide an affirmative statement that proposer will agree to the requirements for all State of Alabama contracts. In the event there are any provisions to which proposer does not agree, please provide proposed language. The acceptance by RSA of a proposal does not under any circumstances constitute an agreement by RSA to any terms provided by such proposer under this item.
41. In Section V of this RFP is a Non-Disclosure Agreement. Review this NDA and provide an affirmative statement that proposer will agree to sign the NDA upon contract award. In the event there are any provisions to which proposer does not agree, please provide proposed language.
42. Please provide any agreements or requirements proposer desires that RSA enter into. By accepting proposer's proposal, RSA is not agreeing to and accepting any terms provided by proposer under this item. In addition, the provision of any agreements or requirements under this item does not satisfy the requirement that proposers explicitly state any and all exceptions to RSA's proposal specifications or contract terms.
43. The cost proposal and technical proposal must be submitted in separate and clearly labeled envelopes. Please affirm your understanding of this requirement.
44. Completion of the Proposal Form in Section IV. This cost will be used to determine the cost portion of the proposal's score.
45. The following additional forms must be completed, signed, and returned with proposal:
 - a. Vendor Disclosure Form
 - b. IRS Form W-9
 - c. Immigration Compliance Certificate
 - d. 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
 - e. RSA Third Party Vendor Security Checklist (completed by Security Officer)
46. Include the names, e-mail addresses and telephone numbers of personnel of your organization authorized to execute the proposed contracts with the RSA.
47. Confirm your firm's ability to obtain and maintain, with respect to the activities in which your firm engages pursuant to any agreement that may result from this RFP, professional liability (errors and omissions) insurance, general liability insurance and cyber security insurance in amounts reasonable and customary for the nature and scope of such engagement.
48. The Proposer must affirm that it has read and understands the RFP and the terms and conditions included in the RFP. The Proposer must state any and all exceptions it takes with the requirements set forth in the RFP and/or with any terms and conditions contained in the RFP relating to the ensuing contract. Only the exceptions identified in this section of the proposal will be considered by RSA; any other exceptions embedded elsewhere in the proposal will not be recognized by RSA.
49. Include any other information believed to be pertinent but not specifically requested elsewhere in this RFP.

Section IV—Criteria for Evaluation

A. EVALUATION PROCESS

The following process will be used to evaluate vendor proposals:

- a. A review committee will evaluate each proposal submitted in response to these Proposal specifications.
- b. Responses received within the time frame and in the form specified by the guidelines will first be evaluated to confirm that all proposal sections, as detailed, have been provided in the Proposal response.
- c. Each proposal will be reviewed and points awarded to all items indicated on the Proposal Evaluation Form. Any proposal component may be awarded points not to exceed the maximum specified on the Proposal Evaluation Form. The total technical score available is 70 points. Finalist Interviews may carry an additional 10 bonus points.
- d. Each proposal component will be summed to obtain a total score.
- e. RSA may, at its sole discretion, conduct an interview with the finalists.

B. RSA RIGHTS

Proposers should note that RSA reserves the right to modify this evaluation structure if it is deemed necessary or request additional information from vendors. It is the intention of RSA to select the most qualified and cost-effective proposal based on the evaluation of the Proposer's responses to this RFP. However, RSA reserves the right to ask vendors for additional information and/or an oral presentation to clarify their proposals. RSA also reserves the right to cancel or terminate the RFP or reject any or all proposals received in response to this RFP.

The RSA reserves the right to award any service, in whole or in part, if proposals suggest that doing so would be in the RSA's best interest. The RSA also reserves the right to issue multiple awards, no award, or cancel or alter the procurement at any time. In addition, the RSA reserves the right to extend the proposed RFP period, if needed. Proposals containing the lowest cost will not necessarily be awarded as the RSA recognizes that factors other than costs are important to the ultimate selection of the provider or providers of the investment valuation services. Proposals provided in response to this RFP must comply with the submittal requirements set forth herein, including all forms and certifications, and will be evaluated in accordance with the criteria and procedures described herein. Based on the results of the evaluation, the RSA will award the contract(s) to the most advantageous proposer(s), based on cost and the technical evaluation factors set forth in the RFP. Any contract awarded hereunder shall be subject to the approval of all appropriate RSA and governmental officials in accordance with applicable state laws and regulations.

C. COST AND PRICE ANALYSIS:

The cost evaluation will be based on examination by the Evaluation Committee of each Proposer's stated cost components, and will constitute 30% of the overall proposal's evaluation. The preparation of the valuation and all reports should be a fixed price. Billing is to be submitted with the appropriate detail and the total paid to the selected vendor for the required services and reports will not exceed the proposed cost unless both parties agree in writing.

Cost scoring will be determined as follows:

- a. Cost proposals must be provided in a separate envelope clearly labeled, "Cost Proposal".
- b. The Proposer submitting the lowest cost Proposal will receive 30 points.
- c. All other Proposers will be evaluated by use of the following formula:

$$\frac{\text{Lowest Cost of All Proposals}}{\text{Cost of Proposal Under Evaluation}} \times 30 \text{ points} = \text{Proposer's Score for Cost of Audits}$$

D. PROPOSAL EVALUATION FORM

General Proposal Categories	Possible Points	Reviewer's Score
Description of Services to be Performed	10	
Experience with Similar Proposals	25	
Experience of Personnel Assigned	25	
IT Risk	5	
Methodology and Ability to Meet Timeline	5	
Total Technical Score	70	
Cost Proposal	30	
Total Possible Points	100	
Finalist Interviews (optional)	10	

Proposers must respond to all required components of the RFP.

E. PROPOSAL FORM

Name of Proposing Firm:

Investment valuation services, including an additional 10 hours consulting (per valuation period):

Company	8/31/16	2/28/17	8/31/17	2/28/18	8/31/18	2/29/19	8/31/19	2/29/20	8/31/20	2/28/21	8/31/21	Total for Five Years
Raycom Media, Inc.												
Community Newspaper Holdings, Inc.												
World Marine, LLC												
Westport Investors, LLC												
Somerby of West Mobile Holder, LLC												
iPic Gold Class Entertainment, LLC												
Acon Alabama Energy Investors, LLC												
American Spirit Media, LLC												
SiO2 Medical Products, Inc.												
Total all investments												

Ancillary expenses (travel, meals, lodging, postage, mailing, supplies, administrative costs, etc.) are to be included in the Total Proposed Cost.

SECTION V—Attachments

- A. State of Alabama Disclosure Statement (Required by Act 2001-955)
- B. Contract Shell containing required language of State of Alabama Contracts.
- C. Immigration Compliance Certificate
- D. RSA Third Party Vendor Security Checklist
- E. IRS Form W-9
- F. Confidentiality and Non-Disclosure Agreement



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

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

OVER

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

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

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

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

Signature _____ Date _____

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.

AGREEMENT

This Agreement, which results from RFP _____ entitled Request for Proposal for _____, is made and entered into effective _____, 2016, by and between The Employees' Retirement System of Alabama and the Teachers' Retirement System of Alabama, collectively referred to as The Retirement Systems of Alabama or "RSA", and _____, hereinafter referred to as "Contractor."

SERVICES

Contractor shall provide _____ [insert description of services] to RSA in accordance with the guidelines, terms and conditions set forth in RSA's RFP _____ and Contractor's Proposal dated _____, all of which documents are attached hereto as Exhibit A and incorporated herein by reference.

CONSIDERATION

As consideration for the services rendered pursuant to the Agreement, RSA agrees to compensate the Contractor an amount equal to the rates set forth in Contractor's Proposal. [In the alternative, edit this paragraph to clearly delineate the prices and insert maximum consideration.]

TERM

This Agreement shall be for the period beginning _____ and ending _____ . [Are there any renewal or extension options to add?]

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 under this agreement 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.

NO STATE DEBT, ETC.

In the event of proration of the funds from which this Agreement is to be paid, the Agreement will be subject to termination by RSA.

Contractor acknowledges 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 provisions 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 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. Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment of the State of Alabama.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the Retirement Systems of Alabama, the State of Alabama, and their affiliates, and their respective administrators, officers, directors, agents, and employees (the "Indemnitees"), from and against any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from Contractor's performance of Services under this Agreement and/or any other of Contractor's acts and/or omissions under this Agreement. Without limiting the foregoing in any manner, Contractor shall indemnify, defend and hold harmless the Indemnitees from and against any and all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, (a) incurred as a result of Contractor's (or Contractor's agent's) violation of any law, rule or regulation; (b) arising out of, or related to, Contractor's (or Contractor's agent's) breach of warranty or representation; or (c) arising out of, or related to, Contractor's (or Contractor's agent's) negligent or willful misconduct. For all claims against the Indemnitees by any employee, agent, or any other person directly or indirectly employed by Contractor, 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 Contractor or its agents, under worker's compensation laws, disability benefits laws or other employee benefits laws.

Contractor acknowledges and agrees that, notwithstanding anything to the contrary contained herein or in any other agreement between the parties hereto, RSA shall not indemnify or hold harmless Contractor, its affiliates, administrators, officers, employees or agents. Contractor further acknowledges and agrees that RSA shall not be liable to Contractor for any late fees, penalties, collection fees or attorney fees unless specifically agreed to in a writing signed by RSA.

INSURANCE

Contractor agrees that Contractor shall maintain or obtain (as applicable), with respect to the activities in which Contractor engages pursuant to any Agreement that results from this RFP, general liability insurance and cyber security insurance in amounts reasonable and customary for the nature and scope of business engaged in by such party. Contractor shall deliver to RSA evidence of such insurance on or before the date the Agreement goes into effect and annually thereafter.

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 its 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 or RSA's beneficiaries 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, modifications, 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 data in its possession or control except to the extent such data must be retained pursuant to applicable law.

STATE IMMIGRATION LAW COMPLIANCE

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

OPEN RECORDS LAW COMPLIANCE

Contractor acknowledges 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 those laws without violating any provision of Contractor's proposal or this final Agreement. Contractor agrees to intervene in and defend any lawsuit brought against RSA, the Retirement Systems of Alabama, or any of their respective employees, agent or directors, for their refusal to provide Contractor's alleged confidential and/or proprietary information to a requesting party. RSA shall provide Contractor written notice of any such lawsuit within ten (10) days of receipt of service by RSA. Contractor shall intervene within thirty (30) days of notice or will be deemed to have waived any and all claim that the information is confidential and/or proprietary and any and all claims against RSA for disclosure of Contractor's alleged confidential and/or proprietary information.

APPLICABLE LAW

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

TERMINATION

Termination for Convenience: This contract may be terminated for any reason by either party with the submission of a thirty (30) day written notice thereof. *[This should be contract-specific, so confirm correct timeline.]*

Termination for Default: RSA may terminate immediately all or any part of a contract resulting from this proposal, by giving notice of default of PROPOSER/VENDOR, if the PROPOSER/VENDOR (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 Proposal 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.

In the event of such termination or expiration of the agreement, PROPOSER/VENDOR shall return all accounts to RSA, even those that are in repayment or have documented payment arrangements.

Failure To Execute Contract: Failure of the successful PROPOSER/VENDOR to enter into a contract in the time prescribed by RSA may be cause for cancellation of the award to that PROPOSER/VENDOR. In the event the award is cancelled, the award may then be made to the second lowest responsible PROPOSER/VENDOR, or RSA may reject all of the proposals.

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 matters contained herein. No other agreement, statement or promise made by any party which is not contained in this instrument shall be binding or valid.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first provided above.

Contractor Federal Tax ID Number

By: _____
Its: _____

Retirement Systems of Alabama
By: David G. Bronner
Its: Chief Executive Officer

Legally reviewed and approved by:

Legal Counsel for RSA

AND

Approved by:

Governor Robert Bentley
State of Alabama

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 submit 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.

___(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

RSA Third Party Vendor - Security Questionnaire

Proposer Name:	Date:
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Prepared By:	Title:
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Factors:

I. Security Policy	YES/NO/NA	Comments
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A. Policy

1	Is there a corporate information security policy in place? If yes, provide as an attachment.		
2	Does the policy state what is and is not permissible as it pertains to sensitive company and customer information?		
3	Does the policy identify what is classified as sensitive company and customer information?		
4	Does the policy identify management and employee responsibilities including contractors?		
5	Does the policy identify use of employee owned devices such as laptops, smart phones, and any other form of device capable of storing data?		
6	Does the policy address change management requirements?		
7	Is there a policy on the portable media?(e.g., thumb drives, CDRW, etc.)		
8	Are personnel and contract personnel required to have national background check performed as part of your security policy? Please provide a copy of Proposers personnel policy if this is separate addressing hiring and termination procedures.		

B. Procedures

1	Are procedures in place to implement the information security policy?		
2	Are the procedures and standards evaluated to determine their level of impact to the business process?		
3	Does the project management methodology uphold the security practices? If yes, explain how.		

RSA Third Party Vendor - Security Questionnaire

	Proposer Name:	Date:
	Prepared By:	Title:
4	Are there policy and procedures in place to vet and audit subcontractors prior to contract acceptance where applicable?	
C. Document Handling		
1	Is there a reasonable and usable information classification policy?	
2	Does the information classification policy address all enterprise information?	
3	Is an information classification methodology in place to assist employees in identifying levels of information within the business unit?	
4	Is there an information handling matrix that explains how specific information resources are to be handled?	
II. Corporate Practices		
A. Organizational Suitability		
1	The Information Security Program has an executive level committee assigned for reporting and guidance purposes?	
2	Are employees able to perform their duties efficiently and effectively while following security procedures?	
3	Does the information security program have its' own line item in the budget?	
4	Does the security group have the authority to submit needed security policy changes throughout the enterprise?	
5	Is an annual report on the level of information security compliance issued to management?	
6	Is there more than one person responsible for the implementation of the Information Security Program?	
B. Personnel Issues		
1	Are employees able to work less than a 50 hour work week on a monthly average and complete their assignments?	

RSA Third Party Vendor - Security Questionnaire

Proposer Name:		Date:	
Prepared By:		Title:	
2	Are employees and project managers aware of their responsibilities for protecting information resources via written policy?		
3	Are technical employees formally trained to perform their tasks?		
4	Are contract personnel subject to confidentiality agreements?		
5	Are contract personnel subject to the same policies employees are?		
6	Is access to sensitive/confidential information by contract personnel monitored?		
7	Are national background checks performed on all proposing party employees?		
8	Is a similar screening process carried out for contractors and temporary staff?		
9	Does employment application ask if the prospective employee has ever been convicted of a crime? If so, does proposing firm employee individuals with felony convictions?		
10	Are prior employment verifications performed for initial employment?		
11	Are there any current or pending litigations against staff, former staff, or contract staff regarding corporate espionage, identity theft, or any other areas regarding the security of privacy of confidential information?		
C. Training and Education			
1	Do employees receive security related training specific to their responsibilities? If yes, please attach a sample.		
2	Are employees receiving both positive and negative feedback related to security on their performance evaluations?		
3	Is security-related training provided periodically to reflect changes and new methods?		

RSA Third Party Vendor - Security Questionnaire

	Proposer Name:	Date:
	Prepared By:	Title:
4	Are system administrators given additional security training specific to their jobs?	
5	Have employees undergone a HIPAA training class for those handling personal health information (PHI)?	
D. Oversight and Auditing		
1	Is Proposer at minimum AICPA SOC 1 Type 2 compliant for financial reporting. If so, please provide the SOC report(s).	
2	Is Proposer's datacenter AICPA SOC 2 Type 2 compliant? If not please comment what compliance level your datacenter facility meets.	
3	Are the security policies and procedures routinely tested?	
4	Are exceptions to security policies and procedures justified and documented?	
5	Are audit logs or other reporting mechanisms in place on all platforms?	
6	Are errors and failures tracked?	
7	When an employee is found to in non-compliance with security policies, has appropriate disciplinary action been taken?	
8	Are audits performed on an annual basis?	
9	Are unscheduled/surprise audits performed?	
10	Has someone been identified as responsible for reconciling audits?	
11	Does either an internal or external auditor independently audit Proposer's operational controls on a periodic basis?	
12	Is an independent review carried out in order to assess the effective implementation of security policies?	
13	Can the Proposer provide evidence of having gone through a recent audit of their organization's operational policies, procedures, and operating effectiveness, such as a SOC Type 2 report?	

RSA Third Party Vendor - Security Questionnaire

	Proposer Name:	Date:
	Prepared By:	Title:
14	Have outside audits been performed on internal operations? Please provide copies.	
15	Has Proposer experienced a security breach of corporate or customer data within the last 10 years?	
16	Is there is any concluded or pending litigation against the Proposer or an employee related to a contract engagement or security breach?	
17	Does the Proposer subcontract services that will be required to fullfil services as required in RSA's RFP.	
18	Does Proposer have a change management committee? Does it meet on regularly scheduled intervals?	
E. Application Development and Management		
1	Has an application development methodology been implemented?	
2	Are appropriate/key application users involved with developing and improving application methodology and implementation process?	
3	Is pre-production testing performed in an isolated environment?	
4	Has a promotion to production procedures been implemented?	
5	Is there a legacy application management program?	
6	Are secure coding standards implemented and are they followed?	
7	Are applications testing for security vulnerabilities prior to being released to production?	
8	Is there a dedicated security team for testing applications for vulnerabilities?	
9	Are there procedures in place for protecting source code developed by the Proposer (physically and electronically)?	
10	Is system access and security based on the concept of least possible privilege and need-to-know?	
11	Does Proposer perform source code reviews for each release?	
12	Are backdoors prevented from being placed into application source code?	

RSA Third Party Vendor - Security Questionnaire

	Proposer Name:	Date:
	Prepared By:	Title:
	III Physical Security	
	A. Physical and Facilities	
1	Is access to the building(s) controlled?	
2	Is access to computing facilities controlled more so than to the building?	
3	Is there an additional level of control for after-hours access?	
4	Is there an audit log to identify the individual and the time of access that is monitored by a group other than Information Technology?	
5	Are systems and other hardware adequately protected from theft?	
6	Are procedures in place for proper disposal of confidential information?	
7	Are proper fire suppression systems located in the facility?	
8	Are facilities more than 5 miles from a government facility or airport?	
9	Are the servers and facilities that house software documentation and programming logic located in a secure facility?	
10	Is all confidential and restricted information marked as such and stored in a secure area (room, cabinet) with access restricted to authorized personnel only?	
11	Does Proposer allow employees to work remote or in a virtual environment? Please provide documentation around controls for safeguarding computer systems and confidential data.	
	B. After-Hours Review	
1	Are areas containing sensitive information properly secured?	
2	Are workstation secured after-hours?	
3	Are keys and access cards properly secured?	
4	Is confidential information properly secured?	
5	Are contract cleaning crews activities monitored?	
	C. Incident Handling	
1	Has an Incident Response Team (IRT) been established?	

RSA Third Party Vendor - Security Questionnaire

Proposer Name:		Date:	
Prepared By:		Title:	
2	Have employees been trained as to when the IRT should be notified?		
3	Has the IRT been trained in evidence gathering and handling?		
4	Are incident reports issued to appropriate management?		
5	After an incident, are policies and procedures reviewed to determine if modification need to be implemented?		
6	Does the Proposer have a process in place to notify IT security of breaches and/or problems so that proper notification and correction can be done?		
D. Contingency Planning			
1	Has a Business Impact Analysis been conducted on all systems, applications, and platforms?		
2	Is there a documented data center Disaster Recovery Plan (DRP) in place?		
3	Are backup media password protected or encrypted?		
4	Has the data center DRP been tested within the past 12 months?		
5	Are system, application, and data backups sent to a secure off-site facility on a regular basis?		
6	Are Service Level Agreements that identify processing requirements in place with all users and service providers?		
7	Have departments, business units, groups, and other such entities implemented business continuity plans that supplement the data center DRP?		
8	Have Emergency Response Procedures (ERP) been implemented?		
9	Have ERPs been tested for effectiveness?		
IV. Business Impact Analysis, Disaster Recovery Plan			
A. General Review			

RSA Third Party Vendor - Security Questionnaire

Proposer Name:		Date:	
Prepared By:		Title:	
1	Backup planning includes identification of all critical data, programs, documentation, and support items required performing essential task during recovery?		
2	The BIA is reviewed and updated regularly with special attention to new technology, business changes, and migration of applications to alternative platforms?		
3	Critical period timeframes have been identified for all applications and systems?		
4	Senior management has reviewed and approved the prioritized list of critical applications?		
B. Disaster Recovery Plan (DRP)			
1	A corporate disaster recovery plan coordinator has been named and a mission statement identifying scope and responsibilities has been published?		
2	A "worst-case" scenario DRP to recover normal operations within the prescribed timeframes has been implemented and tested?		
3	Listing of current emergency telephone numbers for police, fire department, medical aid, and company officials are strategically located throughout the facility and at off-site locations?		
4	The backup site is remote from hazards that endanger the main data center?		
5	Contracts for outsourced activities have been amended to include service providers' responsibilities for DRP?		
6	Lead times for communication lines and equipment, specialized devices, power hookups, construction, firewalls, computer configurations, and LAN implementation have been factored into the DRP?		
7	At least one copy of the DRP is stored at the backup site and is updated regularly?		

RSA Third Party Vendor - Security Questionnaire

	Proposer Name:	Date:	
	Prepared By:	Title:	
8	Automatic restart and recovery procedures are in place to restore data files in the event of a processing failure?		
9	Contingency arrangements are in place for hardware, software, communications, software, staff and supplies.		
10	Customer software solutions that are being developed and/or in production are backed up as part of the Proposer's backup and recovery procedures?		
C. Testing			
1	Backup and recovery procedures are tested at least annually?		
2	Training sessions are conducted for all relevant personnel on backup, recovery, and contingency operating procedures?		
3	Appropriate user representative have a particular role in creating and reviewing control reliability and backup provisions for relevant applications?		
4	Appropriate user representatives participate in the DRP tests?		
Other Issues			
1	Provisions are in place to maintain the security of processing functions in the event of an emergency?		
2	Insurance coverage for loss of hardware and business impact is in place?		
V. Technical Safeguards			
A. Passwords			
1	Are host systems and servers as well as application servers secured with unique passwords?		
2	Are default accounts de-activated?		
3	Are temporary user accounts restricted and disabled within 4 hours?		
4	Are the password management systems forcing users to change passwords every 90 days or less?		

RSA Third Party Vendor - Security Questionnaire

Proposer Name:		Date:	
Prepared By:		Title:	
5	Are users of all company-provided network resources required to change the initial default password?		
6	Are the passwords complex? Contain upper case, lower case, special character or number, and at least 8 characters long.		
7	Do network and system administrators have adequate experience to implement security standards?		
8	Are reports and logs pertaining to network users reviewed and reconciled on a regular basis?		
9	Are permissions being set securely?		
10	Are administrators assigned a unique ID for access to critical systems?		
11	Are administrators using appropriate tools to perform their jobs?		
12	Does the application support multi-factor authentication?		
13	Are online systems always secured using SSL encryption?		
B. Infrastructure			
1	Is the network infrastructure audited on an annual basis?		
2	Are network vulnerability assessments conducted on an annual basis?		
3	Are changes/improvements made in a timely fashion following network vulnerability assessments?		
4	If you house or develop solutions around credit card transactions are you CISP compliant?		
C. Firewalls			
1	Are protocols allowed to initiate connections from "outside" the firewall?		
2	Has a risk analysis been conducted to determine if the protocols allowed maintain an acceptable level of risk?		
3	Has the firewall been tested to determine if outside penetration is possible?		
4	Are other products in place to augment the firewall level security?		

RSA Third Party Vendor - Security Questionnaire

	Proposer Name:	Date:
	Prepared By:	Title:
5	Are the firewalls maintained and monitored 24x7?	
6	Have services offered across the firewall been documented?	
7	Has a Demilitarized Zone (DMZ) or Perimeter Network been implemented?	
8	Has the firewall administrator been formally trained?	
9	Is there more than one person administering the firewall?	
10	Is the firewall for the ASP separate from the corporate firewall?	
	D. Data Communications	
1	Is there a remote access procedure in place?	
2	Is there a current network diagram?	
3	Are Access Control List (ACLs) maintained on a regular basis?	
4	Is the network environment partitioned?	
5	Are the corporate routers separated from the ASP routers?	
6	Are the corporate switches separated from the ASP switches?	
7	Does the communication equipment log administrative access to the systems?	
8	Is SNMP data collected from the data communication devices?	
9	Is syslog data collected from the data communication devices?	
10	Are there standard templates for configuring routers?	
11	Are there standard templates for configuring switches?	
	E. Databases	
1	Are default database passwords changed?	
2	Are database administrators trained or certified?	
3	Are database backups performed daily?	
	F. Computing Platforms	
1	Are critical servers protected with appropriate access controls?	
2	Are development staff administrators on their computers used for writing source code?	
3	Is there a company image used for corporate PCs and laptops?	

RSA Third Party Vendor - Security Questionnaire

	Proposer Name:	Date:	
	Prepared By:	Title:	
4	Does the company have an asset management system to track software installed?		
5	Is there an anti-virus application installed on all PC's, laptops, and servers?		
6	Does the anti-virus application automatically update computing assets 3 times or more per day?		
7	Is there a URL filtering solution in place?		
8	Do computing assets have a corporate anti-malware application installed?		
9	Are Internet facing servers protected with host based intrusion prevention?		
10	Are employees restricted to what can be installed on their computer systems? How is this managed for remote employees if applicable?		
11	Do any of the Proposer's computer systems including storage reside on a cloud computing environment? Is it owned and operated by the Proposer? If no, please explain.		
G. Intrusion Prevention			
1	Is host based intrusion prevention software installed on all Internet facing servers?		
2	Are network based intrusion prevention systems in-line and defending?		
3	Is host based intrusion prevention software installed on all laptops?		
4	Is there a dedicated security staff monitoring 24x7 alerts from the host based intrusion prevention?		
5	Is there a dedicated security staff monitoring 24x7 alerts from the network based intrusion prevention?		
VI. Telecommunications Security			
A. Policy			

RSA Third Party Vendor - Security Questionnaire

Proposer Name:		Date:	
Prepared By:		Title:	
1	Is there a published policy on the use of organizational telecommunications resources?		
2	Have all employees have been made aware of the telecommunications policy?		
3	Employees authorized for Internet access are made aware of the organization's proprietary information and what they can discuss in open forums?		
4	Employees using cellular or wireless phones are briefed on the lack of privacy of conversations when using unsecured versions of technology?		
5	The organization has a published policy on prosecution of employees and outsiders if found guilty of serious premeditated criminal acts against the organization?		
6	Are corporate devices such as iPhones or Android based phones centrally managed by the Proposer to control rogue software installations and protect corporate data?		
B. Standards			
1	A threshold is established to monitor and suspend repeated unsuccessful dial-in or remote access attempts?		
2	Access to databases reachable via dial-in or VPN have access control in place to prevent unauthorized access?		
3	Financial applications available via dial-in or VPN have audit trails established to track access and transaction usage?		
4	Are audit trails reviewed and corrective action taken on a regular basis?		
5	When possible are acl security programs used to control dial-in or remote access to a specific application?		
6	Company proprietary data, stored on portable computers are secured from unauthorized access?		

RSA Third Party Vendor - Security Questionnaire

	Proposer Name:	Date:
	Prepared By:	Title:
7	Are corporate emails allowed to be sent from unique domains not one used by Proposer such as Gmail or Microsoft Email?	
8	Users of all company-provided communication systems are required to change the default or initial password?	
C. Practices		
1	Security, application, and network personnel actively work to ensure control inconvenience is as minimal as possible?	
2	Personnel independent of the operations staff and security administration review tamper-resistant logs and audit trails?	
3	Special procedures and audited userIDs have been established for application, system, network troubleshooting activities?	
4	Messages and transactions coming in via phone lines are serially numbered, time stamped, and logged for audit investigation and backup purposes?	
5	Employees are made aware of their responsibility to keep remote access codes secure from unauthorized access and usage?	
6	Removal of portable computers from the corporate locations must be done through normal property removal procedures?	
7	Employees are briefed on their responsibility to protect the property of the company when working away from the corporate environment?	
VII. Company Information		
A. Public Information		
1	Is the company publicly traded?	
2	Is the company bonded?	
3	Are all employees in the continental US? If not please list.	
B. Private Information		
1	Are there any planned acquisitions in the next 12 months?	
2	Are there current plans to sell the company in the next 12 months?	

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-			-				
OR											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

This Agreement is entered into this ____ day of _____, 201__ by and between _____ with offices at _____ (hereinafter "Recipient") and the Retirement Systems of Alabama, headquartered in Montgomery, Alabama (hereinafter "RSA").

WHEREAS RSA possesses information that is confidential and proprietary to RSA (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of _____;

NOW THEREFORE, in consideration for the mutual undertakings of the RSA and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. RSA agrees to disclose, and Recipient agrees to receive the Confidential Information.

2. Confidentiality.

2.1 No Use. Recipient agrees not to use the Confidential Information in any way except for the purpose set forth above.

2.2 No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

2.3 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

(a) was known to Recipient prior to receiving any of the Confidential Information from RSA;

(b) has become publicly known through no wrongful act of Recipient;

(c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;

(d) was independently developed by Recipient without use of the Confidential Information; or

(e) was ordered to be publicly released by the requirement of a government agency.

4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of RSA, and that RSA may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as

granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

5. Recipient agrees to not store or house confidential information, such as but not limited to social security numbers or PHI on company or employee owned servers, networks, external storage media, or any other form of peripheral device capable of storing data, without the explicit written permission of RSA.

6. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential. This agreement shall continue in the event the above stated purpose service agreement is ended for any reason.

7. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) RSA, its successors, and assigns; and (b) Recipient, its successors and assigns.

8. Recipient agrees to notify RSA immediately and no later than 24 hours if Confidential Information has to been disclosed to a party other than the named Recipient.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

Retirement Systems Of Alabama

RECIPIENT

(_____)

Signed:

Signed:

Print Name:

Print Name:

Title:

Title:

Date:

Date: