

**Request for Proposals (RFP)
For
Graphic Design Services
For
The Retirement Systems of Alabama
For
Five-Year Contract Period**

RFP No: 14-019



The Retirement Systems of Alabama
PO Box 302150
Montgomery, AL 36130-2150
877.517.0020 or 334.517.7000
www.rsa-al.gov

**The Retirement Systems of Alabama
Request For Proposal (RFP) – Graphic Design Services**

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SECTION I

GENERAL INFORMATION

A. PURPOSE

The purpose of this Request for Proposals (RFP) is to establish minimum requirements, solicit vendor proposals, and gain sufficient information for the Retirement Systems of Alabama (RSA) to successfully evaluate the Graphic Design Services offered by the Vendors.

This RFP details the minimum requirements mandated by the RSA for Graphic Design Services. Periodically, the RSA requires graphic design assistance to complete projects such as the RSA Annual Report, logos, banners, posters, covers, and special publications. **The contract is for a period of five (5) years, beginning December 1, 2014.**

B. BACKGROUND

The RSA serves in excess of 335,000 members maintaining investment strategies related to the administration of Defined Benefit Pension Plans as well as the direct provision of services to its membership. The RSA is comprised of the following entities:

- Teachers' Retirement System (TRS)
- Employees' Retirement System (ERS)
- Judicial Retirement Fund (JRF)
- Public Employees' Individual Retirement Account Fund (PEIRAF: Deductible Employee Contributions)
- Public Employees' Individual Retirement Account Fund (RSA-1: Deferred Compensation Plan)
- Public Education Employees' Health Insurance Plan (PEEHIP)
- RSA Real Estate

C. STATEMENT OF NEED

While most of the Graphic Design Services are done by the RSA Communications staff, on occasion assistance is required with the more complicated facets of graphic design.

D. REQUIREMENTS FOR RESPONDING TO RFP

1. WHERE TO SEND RESPONSES

Vendors must submit a **Letter of Intent to Propose** no later than **9/30/2014**. The letter can be sent to the address below or by email to mike.pegues@rsa-al.gov. Include your email address in your letter.

SECTION I

Proposals are to be routed to the RSA in one of two ways:

Via US Postal Service	Via Courier (UPS or FedEx) or Hand Delivery
Retirement Systems of Alabama PO Box 302150 Montgomery, Alabama 36130-2150 Attn: Mr. Michael Pegues Director of Communications	Retirement Systems of Alabama 201 South Union Street, Suite 574 Montgomery, Alabama 36104-0001 Attn: Mr. Michael Pegues Director of Communications

Respondents must submit **two (2) copies** their proposal in a sealed wrapper with the following information plainly labeled on the front:

Retirement Systems of Alabama
Graphic Design Services Proposal
RFP NO: 14-019

2. DEADLINE FOR RECEIPT OF PROPOSALS:

DATE: 10/14/2014
TIME: 5:00 PM (CST)

Please note the Deadline for Receipt of Proposals. All proposals must be received by the RSA on or before 10/14/2014 at 5:00 p.m. by U.S. Postal service, Courier, or Hand Delivery. Vendors submitting their information beyond this deadline **WILL NOT** be given consideration. Proposals will be opened on **10/15/2014** for review and evaluation.

3. POINT OF CONTACT

Mr. Michael Pegues
Director of Communications
Mike.Pegues@rsa-al.gov
334.517.7000 or 877.517.0020

E. RIGHT OF REJECTION

The RSA reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety. Proposals received which do not meet outlined requirements of this RFP may be considered as "non-responsive". In this circumstance, the RSA may reject the proposal as it does not adhere to the terms, conditions, and performance requirements. Respondents must comply with the terms of this RFP as well as applicable State mandated laws and regulations.

SECTION I

Respondents may not restrict the rights of the Retirement Systems of Alabama (RSA) or otherwise qualify their proposal. If they attempt to do so, RSA may determine the proposal to be a “non-responsive” counteroffer, and the proposal may be rejected.

The RSA reserves the right, at its sole discretion, to waive variances in Respondent’s Qualifications provided such action is denoted to be in the best interest of the RSA. Should RSA waive minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Respondent from full compliance to said RFP. Notwithstanding any minor variance, the RSA may hold any Respondent to strict adherence and compliance with the RFP.

F. DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other materials submitted in response to this RFP procurement process become the property of RSA. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price/cost information, shall be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public (public domain). By submitting a proposal, the Respondent acknowledges and accepts that the **full** contents of the proposal and associated materials shall become open to public inspection.

G. SEVERABILITY

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected. Further, the rights and obligations of the RSA and Respondents shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

H. RFP AMENDMENT AND CANCELLATION

The RSA reserves the unilateral right to amend this RFP in writing at any time. The RSA also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided online and its presence noted via an e-mail to all Vendors submitting a **Letter of Intent to Propose**. Vendors should then respond to the issued RFP along with associated exhibits, attachments, and amendments.

I. CONFLICT OF INTEREST AND PROPOSAL RESTRICTIONS

By submitting a proposal, the Respondent certifies that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the procurement under this RFP. Act 2001-955 requires an Alabama 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.

Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a state agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

SECTION I

State agencies shall not contract with an individual who is, or within the past two years has been, an employee of the State of Alabama. An individual shall be deemed a State Employee until such time as all salary, termination pay, and compensations representing annual and/or compensatory leave have been paid by the State. A contract with a company in which a controlling interest is held by a State Employee shall be considered to be a contract with said individual and shall be prohibited.

J. DELIVERY SCHEDULE

Graphic Design Services must be ready to begin on **December 1, 2014**.

K. PAYMENT SCHEDULE

Payments will be made at the end of each month work was performed at the rates proposed by the awarded Vendor. Additionally, the Vendor will be required to provide supporting documentation detailing the volume of service and applicable rates charged in accordance with Vendor's proposal. The final bill for each month's service will be paid within 30 days of receipt of the invoice and supporting documentation.

L. SELECTION OF VENDOR

The RSA expects to execute a contract for services with the selected Vendor. All Respondents will be notified in writing within a reasonable length of time following the selection. Prior to the selection of a Vendor, two or more Vendors may be requested to make oral presentations to the evaluation committee. The proposal shall become the property of the RSA. The selected Vendor(s) must execute an agreement specifying that all information received from the RSA shall remain confidential and shall not be disclosed to any third party without written consent of the RSA.

M. NEWS RELEASES

News releases pertaining to this RFP or the services provided pursuant to an award resulting from this RFP will be made only with prior written approval of the CEO of the RSA or his representative.

N. MINIMUM QUALIFICATIONS

Proposals will be accepted from firms where the firm meets the following minimum experience qualifications:

- The Vendor has performed illustration, computer graphics, and design for a minimum of twenty (20) years.
- The Vendor's representative primarily responsible for providing RSA graphic services must have a degree in computer science, art, or related field and have attended professional courses in Adobe Creative Suite, Online Adobe and Apple Pro or the equivalent.

SECTION I

- The Vendor must possess the qualifications for design, layout, editing, copy writing, photo manipulation, illustration, information graphic production, conceptualization, and production realization.
- The Vendor must possess the hardware and software to complete the qualifications listed above.

SECTION II

REQUIREMENTS – GRAPHIC DESIGN SERVICES

The RSA is responsible for creating its own publications that require Graphic Design Services. While most of the Graphic Design Services are done by the RSA Communications staff, there are projects requiring additional graphic design services that include, but not limited to, logo design, banners, covers, annual reports, posters, and special publications.

1. The Vendor must be able to conceptualize what the project is about and carry that vision forward to its completion. This will include meeting with RSA staff and being involved in discussions about the **concept**. The Vendor must be able to determine the visual content and make a rough conceptualization and catalog the initial information.
2. The Vendor must be able to flesh out by **writing** what the conceptualization is through research and initial copy structure.
3. The Vendor must provide a rough **design** with a formulation of shot list and determine the graphic needs. The Vendor must produce comp series for client review.
4. The Vendor must provide **graphics production** to include design and realization of graphics, numerations, charts, illustrations, art elements, design elements, and graphics for initial cover layout.
5. The Vendor must provide and assist with **photography production** to include set up of photo shoots, coordination with photographers, scheduling with client and subjects, stock search, archive search, cull process, purchasing and acquisition, color correction, retouching and sizing for final layout.
6. The Vendor must provide **layout** services to include determination of page counts and final content, section design and layout, headers, footers and captions design and layout final copy writing, fact checking, and grammatical referencing.
7. The Vendor must provide **proofing and editing** of final text, photos, design and layout. The Vendor must also provide digital correspondence of complete proofs between the RSA and all associated entities such as printing firm.
8. The Vendor must provide **prepress** services for Annual Report to include digital print ready documents and all associated files, reference knowledge and experience with offset and web press, and image setting technologies.
9. The Vendor must provide **press proofing** to include reviewing complete digital printer proofs in studio, reviewing hard color proofs from the printer alongside the client, reviewing press proofs at the printer site during press run, reference knowledge and experience with offset and web press in discussions with press operators.
10. The Vendor must provide **archive** services to include catalog and backup all working and final design files, photography, illustration, layout, text, reference documents from the RSA, and final prepress document.

SECTION II

11. The Vendor must provide **online publishing** by producing digital document through Adobe Acrobat for online distribution.
12. The Vendor must possess the following or its equivalent **hardware**:
 - MacBook Pro 2.3GHz quadcore / 8GB RAM / 750GB HD
 - Live digital backup [2TB (2,000GB)] and passive archive [DVD burn and store]
 - HD Apple Cinema display and HD Wacom Cintiq interactive pen display
 - HP printer / scanner
 - Nikon P90
 - High-speed web and online resourcing
 - Lossless power generator
13. The Vendor must possess the following **software**:
 - Adobe Creative Suite Premium CS5 [InDesign / Illustrator / Photoshop / Acrobat Professional]
 - iWork [word processing / accounting / presentations]

SECTION III

INFORMATION REQUIRED FROM RESPONDENTS

A. QUALIFICATIONS OF THE FIRM

1. BUSINESS ORGANIZATION

State the full name and address of the organization, and if applicable, the branch office or other subordinate element that will perform or assist in performing the services hereunder. Indicate Business Structure (whether the organization operates as an individual, partnership, or corporation); and if noted to be a corporation, include the state in which the organization is incorporated. State whether you are licensed/authorized to operate in the State of Alabama. Identify officers, partners, or managers of the organization responding to this RFP and who will be primarily responsible for providing services to the RSA.

2. PRIOR EXPERIENCE

Please provide contact information (Name, Title, Address, Phone Number) for three (3) individuals at firms you have previously performed graphic design services that may be contacted for reference verification on the organization's behalf. Include a list or resume of your qualifications for performing Graphic Design Services.

3. EXAMPLES OF GRAPHIC DESIGN SERVICES

Provide a minimum of five (5) examples of Graphic Design Services you have performed for other clients.

4. AUTHORIZED OFFICIALS

Include the Names and Telephone Numbers of personnel within the organization who have the authority to execute the proposed contracts with the RSA.

5. ADDITIONAL INFORMATION AND COMMENTS

Include any additional information for consideration that may be pertinent but may not have been specifically requested elsewhere in this RFP.

B. SERVICE IMPLEMENTATION

1. COST AND PRICE ANALYSIS

The information in this section is required to substantiate the reasonableness of the quoted proposal price and should include itemization of the following:

- The hourly rate, fee basis and formula for calculating costs of Graphic Design Services.
- Other miscellaneous charges (e.g.: any setup fees).

SECTION III

2. ECONOMY OF PREPARATION

Proposals should be prepared in a simple and economical manner, detailing concisely the Respondent's description of services related to the requirements outlined in this RFP. Emphasis should be on clarity of content, and should ensure no misinterpretation of the organization's capabilities will result based upon responses provided. The RSA will not be responsible for any costs incurred by any Respondent in the preparation of a proposal.

C. ADDITIONAL REQUIRED DOCUMENTATION

The five documents listed below and attached must be completed and accompany all other RFP documents submitted to the RSA. These forms are required by state law.

1. STATE OF ALABAMA DISCLOSURE STATEMENT

This disclosure statement is required by Alabama Cod Section 41-16-82 and must be completed and submitted with the RFP.

2. STATE OF ALABAMA CONTRACT TERMS

Vendors must be willing to agree to the contract terms required of all State of Alabama contracts, as set forth in the attached contract shell document.

3. IRS FORM W-9

Vendors must provide the RSA with a completed Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

4. IMMIGRATION COMPLIANCE DOCUMENTATION

Vendors must complete and submit a Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection act (Act 2011-535, as amended by Act 2012-491). Vendors that are Alabama entities and/or employ persons within the state of Alabama will also be required to provide a copy of the E-Verify MOU.

5. RSA CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Vendors must complete the RSA disclosure form to protect the confidentiality of information received from the RSA.

SECTION IV

CRITERIA FOR EVALUATION

A. EVALUATION BASIS

Request For Proposals (RFP) will be reviewed by an evaluation committee. Selection will be based on all factors listed below and others implicit within the RFP and will represent the best performance, technical approach, and reasonable costs for the RSA. Oral presentations and interviews may be required as part of the evaluation criteria.

B. FACTORS

The following factors will be the minimum criteria in making the selection (note that order does not indicate priority):

1. PRICE

This criterion shall be judged by its reasonableness in relation to the merits of the proposal.

2. QUALIFICATION OF THE FIRM

This includes the ability of the Respondent to meet the terms of the RFP and the relevancy of recent similar services provided to other public pension funds.

3. PROFESSIONAL PERSONNEL

The competence and level of professional personnel who perform the Graphic Design Services will be considered. Education, certifications, and relevant graphic design experience will measure qualifications of professional personnel.



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

NAME OF FAMILY MEMBER	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.

STATE OF ALABAMA MONTGOMERY COUNTY
AGREEMENT

This Agreement, which results from RFP 14-019 , entitled Graphic Design Services, is made and entered into effective _____ , between the Teachers' Retirement System of Alabama and the Employees' Retirement System of Alabama, collectively referred to as The Retirement Systems of Alabama ("RSA"), and , _____, hereinafter referred to as "Contractor."

SERVICES

Contractor shall provide _____ to RSA in accordance with the guidelines, terms and conditions set forth in RSA's RFP 14-019 and Contractor's Proposal dated, _____, which are attached hereto as Exhibit A and incorporated herein by reference.

CONSIDERATION

As consideration for the services rendered pursuant to this Agreement, RSA agrees to compensate the Contractor an amount equal to the rates set forth in Contractor's Proposal; provided, however, that RSA agrees to compensate Contractor in an amount not to exceed _____ during the term of this Agreement. All services and fees under this Agreement shall be pre-approved before the services are performed. Fees will be invoiced monthly by the Contractor based on the services completed in the preceding month. A detailed, itemized statement of expenses shall be submitted with the invoice for payment. Payments shall be due and payable within thirty (30) days from RSA's receipt of invoices from Contractor. All invoices must indicate the amount(s) due, as well as document the work completed and/or expenses being reimbursed during the time period covered by the invoice. In no event shall RSA be liable for a payment that is for services not yet rendered.

TERM

This Agreement shall be for the period beginning _____ and ending _____.

OTHER

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.

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.

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. 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.

Contractor agrees to indemnify and hold harmless RSA, its affiliates, administrators, officers, employees and agents from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of services under this Agreement.

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.

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.

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

APPLICABLE LAW

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

TERMINATION

This Agreement may be terminated for any reason by either party upon ninety (90) days written notice. RSA shall have the right to terminate this Agreement immediately by providing written notice to Contractor in the event Contractor fails to execute any provision of this Agreement promptly and to the satisfaction of RSA.

Contractor Federal Tax ID Number

(Contractor)

The Retirement Systems of Alabama

David G. Bronner
Secretary - Treasurer

Reviewed by:

RSA Legal Counsel

Approved: (for professional service contracts only)

Governor Robert Bentley
State of Alabama

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.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <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) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is 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.

Social security number									

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

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).

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 4.

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.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

² However, 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, and payments for services paid by a federal executive agency.

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 page 2), 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 Social Security Administration 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, 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 domestic 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 item 1, below, and items 4 and 5 on page 4 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 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 Regulation 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 Regulation 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 1.

*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, social security number (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 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. 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.

State of _____
County of _____

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
(ACT 2011-535, as amended by ACT 2012-491)**

DATE: _____

RE: Contract/Grant/Incentive (describe by number or subject): _____ **by and between**

(Contractor/Grantee) and

(State Agency, Department of Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of **THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT** (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY: Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license and any business entity that is operating unlawfully without a business license.

EMPLOYER: Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

___(a) the Contractor/grantee is a business entity or employer as those terms are defined in Section 3 of the Act. The Contractor/Grantee must attach a copy of its complete *E-Verify Memorandum of Understanding* issued and electronically signed by the U.S. Department of Homeland Security when the business entity or employer enrolls in the E-Verify program to this Certificate of Compliance.

___(b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-verify unless it is not eligible to enroll because of the rules of that program or other factor beyond its control.

Certified this _____ day of _____ 20 ____.

Name of Contractor/Grantee/Recipient

By:

Its:

The above Certification was signed in my presence by the person whose name appears above, on

This _____ day of _____ 20 ____.

WITNESS _____

Printed Name of Witness



Retirement Systems of Alabama Confidentiality and Non-Disclosure Agreement



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



Retirement Systems of Alabama Confidentiality and Non-Disclosure Agreement



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.

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: _____