

Retirement Systems of Alabama

Invitation to Bid

ITB 020 25000000002

For:

Mailing Services

Agency Contact:

Katelen Allen

Katelen.allen@rsa-al.gov

334-517-7130

Bids will be accepted from: 09/30/2025

to: 10/27/25 5:00 PM

Bids will be opened: 10/28/25 10:00 AM

TO BE COMPLETED BY VENDOR

Information in this section should be provided as appropriate. Bid Response must be in ink or typed with original signature and notarization.

1. Delivery: Can be made _____ days of _____ weeks after receipt of order.
2. Terms: _____ (Discounts are taken without regard to date of payment.)
3. Price valid for acceptance within _____ days.
4. Vendor's quotation reference number, if any _____ (this number will appear on the purchase order.)
5. E-mail address: _____ Internet Website: _____

Return invitation to bid:

Regular Mail

Retirement Systems of Alabama
Director of Office Services
P.O. Box 302150
Montgomery, AL 36130-2150

Courier

Retirement Systems of Alabama
Director of Office Services
201 S. Union St
Montgomery, AL 36104

Signature and Notarization Required

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

Sworn to and

Subscribed before me this

_____ Day of _____

Notary Public

Term

Expiration _____

VSS/Alabama Buys Vendor Number

Company Name

Mail Address

City, State, Zip

Phone Including Area Code

Authorized Signature (Ink)

Type/Print Authorized Name

Title

Toll Free Number

Fax Number

BID RESPONSE INSTRUCTIONS

- The following documents are part of this Invitation to Bid: Bid Response Instructions, General Conditions and Specifications of Bid, Bid Price Form, RSA Standard Terms and Conditions for Solicitations and Contracts, RSA Reservation of Rights and Requirements for ITBs and RFPs, RSA Procedures for Resolution of Controversies, State of Alabama Disclosure Statement, Certificate of Compliance with the Beason Hammon Taxpayer and Citizen Protection Act (Immigration Compliance Certificate), IRS Form W-9, and RSA Confidentiality and Non-Disclosure Agreement. All of these documents may be found on RSA's website at www.rsa-al.gov/about-rsa/itb-rfp/.
- **READ ALL TERMS, CONDITIONS AND SPECIFICATIONS PRIOR TO SUBMITTING BIDS.**
- All bids must be sealed. Label your sealed bid response envelope with the **BID NUMBER** and **OPENING DATE**. Bids not sealed and identified may be rejected.
- Submit your bid on time. **ALL LATE BIDS WILL BE REJECTED.** The Retirement Systems of Alabama assumes no responsibility for bid responses that are late due to the U.S. Postal Service, private courier service, or any other reason.
- **Bid responses must be signed and notarized.** Signatures must be original, hand-written.
- Bid pricing must be submitted on the attached **Bid Price Form** without modification, must include all requested information, and must be signed by an authorized representative for bidder.
- Any errors or corrections to a bid response must be initialed.
- Any questions or clarifications concerning this bid should be directed to Katelen Allen at katelen.allen@rsa-al.gov. Bidders should not rely on oral information and should only consider written information provided by RSA Office Services when completing this bid.
- **STATE LAWS:** All bidders are responsible for compliance with all laws and Executive Orders and opinions of the Attorney General of Alabama.
- The Retirement Systems of Alabama is exempt from paying Federal Excise Tax, state and local sales tax.

RETIREMENT SYSTEMS OF ALABAMA
ITB 020 25000000002
for
MAILING SERVICES

PURPOSE

The Retirement Systems of Alabama (RSA) mails over 400,000 copies of the *RSA Advisor* newsletter on a monthly basis. The purpose of this Invitation to Bid is to select a qualified vendor to provide *RSA Advisor* mailing services for the Retirement Systems of Alabama in accordance with the specifications provided herein. Our current contract will expire at close of business on November 14, 2025.

AGREEMENT PERIOD

The successful bidder will be required to execute, without modification, the "Agreement for Mailing Services" (sample attached) and is expected to commence providing services beginning November 15, 2025. The initial term of the agreement shall be for 12 months. Up to four additional 12-month agreement periods may be entered into under the same specifications, pricing, terms and conditions if proposed in writing by the RSA and accepted by the Contractor.

RESPONSIBLE AND RESPONSIVE BIDDERS

Bidders are required to meet the responsible bidder test and the responsive bidder test in order to be eligible for possible award of contract. In order to be considered responsible, bidders must have the capacity in all respects to perform fully the contract requirements and must have the integrity and reliability to assure good faith performance. In order to be considered responsive, bidders must follow bid submission instructions and meet all bid specifications, terms and conditions, including the following:

- Bidder must provide a minimum of three (3) references for whom comparable mailing services have been provided within the last three years.
- Bidder must meet all requirements established by the Postal Accountability and Enhancement Act of 2006, including but not limited to NCOA-Link processing, move update standards, address format standards, and Intelligent Mail Barcodes (IMb) required for automation rates.
- Bidder should be registered in the State of Alabama eProcurement portal, AlabamaBuys, prior to the bid due date. Visit <http://alabamabuys.gov> to register.
- Bidder must be located within the city limits of Montgomery, Alabama, and must have been in the business of providing mailing services for at least five (5) years.

BID PRICING

Bid pricing must include any and all costs associated with providing the specified services. No additional charges beyond those specifically delineated herein will be allowed.

BID OPENING

Bids must be received no later than 5:00 P.M. October 27, 2025.

U.S.P.S. Delivery:

Retirement Systems of Alabama
Director of Office Services
P.O. Box 302150
Montgomery, AL 36130-2150

Courier Service or Hand Delivery:

Retirement Systems of Alabama
Director of Office Services
201 S. Union St.
Montgomery, AL 36104

Bids will be publicly opened October 28, 2025 at 10:00 A.M. in the 5th floor conference room of the RSA Headquarters Building located at 201 South Union Street, Montgomery, Alabama.

BID EVALUATION AND AWARD

Bidders must have the ability and experience to perform all line items specified and must provide individual pricing for each line item. An award will be made on an “all or none” basis to the lowest responsive and responsible bidder meeting all specifications, terms and conditions.

Low bid will be determined by using commodity line items 1 through 12 to calculate the total cost of a typical monthly mailing of the *RSA Advisor* newsletter. Items 13 through 17 are additional services that may or may not be used during the term of the contract and will not be considered when determining low bid.

Bidder’s experience, timeliness, references and expertise will be considered in determining the lowest responsible bidder.

RSA reserves the right to reject any or all bids and to waive any technical errors or discrepancies if, in their judgment, it would be in the best interest of RSA to waive such errors or discrepancies.

INTENT TO AWARD

The Retirement Systems of Alabama will issue an “Intent to Award” before a final award is made. The “Intent to Award” will be posted on the RSA website (www.rsa-al.gov/about-rsa/itb-rfp/) for a period of five (5) calendar days, after which a final award will be made. Upon final award, all rights to protest are forfeited. A detailed explanation of this process is set forth in the Retirement Systems of Alabama Procedures for Resolution of Controversies posted on the RSA website.

BIDDER REFERENCES

Bidders must include in their bid package a minimum of three references of clients who currently utilize Bidder’s printing services. References must include company name, contact person, and telephone number. Failure to include references and/or failure of the references to report satisfactorily on the services provided may result in bid rejection.

SPECIFICATIONS

Due to the nature of the Retirement Systems of Alabama mailings, time is of essence. It is imperative that RSA mailings be processed expeditiously.

All jobs must be completed and postmarked within three (3) business days from the date of receipt. If for any reason the processing of a job will extend past the three (3) days, the mailing services will notify the appropriate RSA personnel as soon as possible.

Contractor must designate an account representative to work directly with RSA personnel to manage all mail functions. Contractor must provide technical expertise and a trained and experienced staff to ensure quality control and accuracy.

All mail distributions will use the Retirement Systems of Alabama permit account with the US Postal Service in Montgomery, Alabama.

Contractor shall maintain CASS certified software for address correction, validation, and standardization, formatting, and production of required USPS reporting. Contractor must be capable of sorting mailing files in accordance with USPS standards for every class and type of mail (first-class, periodicals, standard and package services). Mail pieces must be presorted to achieve the highest attainable postage discounts from the USPS.

Contractor will prepare and verify mailings and provide transportation and destination entry for Plant Verified Drop Shipment (PVDS) to Montgomery, Birmingham, Huntsville, and Mobile, Alabama for additional postage discounts. Contractor is responsible for transportation costs. PVDS processing for qualified mail destined to the Montgomery, Alabama Sectional Center Facility (SCF) will be at no charge to the RSA. The contractor will provide RSA with a monthly statement showing the charges for PVDS processing and the resulting postage savings.

All mail jobs must be completely sorted, claiming all applicable postage discounts, and be delivered to the USPS or State Mail Room in accordance with specifications.

Contractor will provide by email an itemized report of all matches resulting from the NCOA-Link process.

Contractor must have the necessary equipment and software to accept data from electronic media files in a format specified by the RSA; presort electronic files in accordance with USPS automation specifications; and address mail pieces with inkjet imaging system, including endorsement line and IMb.

Contractor must be willing to accept and store shipments of various types of literature and envelopes directly from RSA suppliers. The storage of such supplies will be temporary in nature and sent in advance of periodic mailings.

Contractor must provide, at no additional cost, courier service between the Retirement Systems of Alabama, 201 South Union Street, Montgomery, and the contractor's work establishment. Contractor must also provide, at no additional cost, courier service from contractor's work establishment to the State of Alabama Central Mail Room, 425 South Union Street, Montgomery. This may include the transport of palletized materials.

The Retirement Systems of Alabama and the contractor understand that the USPS procedures

may change during the contract period and that the changes may allow permit mailings of state agencies to be combined. When the USPS policy and procedures change the way the RSA mailing is processed, the contractor must comply with the USPS requirements. Any changes in those requirements are not expected to affect the contract or cause the contract to be re-bid; however, should a change in law or USPS policy and procedures cause a change in the services or otherwise increase the cost of services such that there is a material negative impact on either RSA or the vendor, the parties may negotiate in good faith an amendment to the agreement in order for the parties to maintain the intent of agreement preceding the change.

The Retirement Systems of Alabama gives permission to the contractor to provide proof of compliance to USPS regulations.

Contractor must not assign, sublet, or transfer any contract resulting from this ITB without prior written permission from the Retirement Systems of Alabama.

QUANTITIES

In order to provide vendors with an approximate volume of mailings, RSA sends out a monthly newsletter that can range in quantities from 390,000 to 480,000 or more. Newsletters are 4-page or 8-page and require two tabs per newsletter. No actual volume of work to be performed is guaranteed.

RSA may (but shall have no obligation), during the term of the resulting agreement, to expand the mailing services being requested by the awarded vendor to include other bulk mailings or similar mailing services; any such expansion or added services shall be provided at the rates stated on the Bid Price Sheet unless rates more favorable to RSA are negotiated between the parties at a later date and incorporated by signed amendment.

REQUEST FOR CLARIFICATION OF BID SPECIFICATIONS

Any questions and/or requests for clarifications of bid specifications, terms and conditions shall be directed to Katelen Allen, Director of Office Services, at Katelen.allen@rsa-al.gov. All questions must be received by October 17, 2025. The Retirement Systems of Alabama is not responsible for any information a bidder relies upon not obtained in writing through addenda to the Invitation to Bid package provided to bidders.

ADDITIONAL FORMS TO RETURN

Bidders are required to complete the following documentation and return it with their bid package:

- State of Alabama Vendor Disclosure Statement
- Immigration Compliance Certificate
- EVerify MOU
- W-9
- A minimum of 3 references for mailing services similar in size and scope.

PLEASE NOTE THAT THERE ARE THREE ADDITIONAL DOCUMENTS LOCATED ON THE RSA WEBSITE (WWW.RSA-AL.GOV/ABOUT-RSA/ITB-RFP/) THAT CONTAIN TERMS AND CONDITIONS THAT APPLY TO THIS ITB. THOSE DOCUMENTS ARE: (1) STANDARD

TERMS AND CONDITIONS FOR RSA SOLICITATIONS AND CONTRACTS,(2) ADDITIONAL TERMS AND CONDITIONS RELATED TO RSA RESERVATION OF RIGHTS AND BID REQUIREMENTS, and (3) PROCEDURES FOR RESOLUTION OF CONTROVERSIES. ALL BIDDERS ARE EXPECTED TO CAREFULLY REVIEW THOSE DOCUMENTS PRIOR TO SUBMITTING BIDS AND WILL BE BOUND BY THOSE TERMS AND CONDITIONS.

**BID PRICE SHEET
ITB**

- | | |
|--|-----------------|
| 1) Read Data (Upload) from disk or electronic transfer | \$ _____ / File |
| 2) CASS certify data, Zip +4, DPBC | \$ _____ / 1000 |
| 3) Delivery Point Validation processing | \$ _____ / 1000 |
| 4) NCOA Link processing - Update data to meet "Move Update" requirements in accordance with USPS regulations:
18-month database with weekly updates | \$ _____ / 1000 |
| 5) Reporting of updates resulting from NCOA processing | \$ _____ / Rpt. |
| 6) Prepare data for direct imaging | \$ _____ / 1000 |
| 7) Return updated data to RSA (same method as received) | \$ _____ / File |
| 8) Technology fee | \$ _____ / 1000 |
| 9) Job setup charge | \$ _____ / Job |
| 10) Direct image addresses to mail piece (letter size):
includes pre-barcoding; bundle & tray to appropriate
USPS specifications for level of entry; and deposit into USPS | \$ _____ / 1000 |
| 11) Affix 2 tabs (closure sealers) | \$ _____ / 1000 |
| 12) Plant Verified Drop Shipment (PVDS) Process | \$ _____ / 1000 |
| 13) Direct image address to mail piece (flat size) | \$ _____ / 1000 |
| 14) Perfect match inserting (letter size) | \$ _____ / 1000 |
| 15) Fold 8.5" x 11" form to fit #10 envelope | \$ _____ / 1000 |

16) Insert 1, 2 or 3 components into #10 envelope \$ _____ / 1000

17) Machine inserting up to 6 items into 9" X 12" envelopes \$ _____ / 1000

Postage reimbursement when vendor advances postage Actual Cost

Miscellaneous mailing services not listed above Actual Cost

Optional Pricing (will not be a determining factor for award)

MLOCR processing: \$ _____ / 1000
Processing finished mail to confirm and/or correct address,
imprint COA and barcode on mail piece, and pre-sort

**RSA AGREEMENT
FOR
MAILING SERVICES**

This Agreement is made and entered into this _____ day of _____, 2025, between _____ **(CONTRACTOR)** hereafter referred to as “Contractor”, and the Teachers’ Retirement of Alabama and the Employees’ Retirement Systems of Alabama and the Public Education Employees’ Health Insurance Board (hereafter referred to collectively as the “Retirement Systems of Alabama” or “RSA”) for Mailing Services. The awarded bidder agrees to provide the services in accordance with specifications, terms and conditions set forth in **ITB 020 250000000002**.

In consideration of the mutual covenants of the parties contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. AGREEMENT PERIOD

The initial term of the Agreement shall be from **November 15, 2025 through November 14, 2026**. Up to four additional Agreement periods may be entered into under the same specifications, pricing, terms and conditions if agreed upon in writing by both parties. In the event RSA elects to renew the Agreement for an addition twelve-month period, the awarded bidder will be notified in writing at least sixty calendar days prior to the commencement of the additional period involved, and the awarded bidder shall accept or reject, in writing, said extension with fourteen calendar days after receipt of said notice.

2. GENERAL CONDITIONS

Contractor agrees to provide all services, and abide by all terms and conditions, specified in RSA’s Invitation to Bid 020 250000000002, and any and all addenda and/or supporting documentation to said Invitation to Bid 020 250000000002, in accordance with the bid specifications, at the prices quoted by awarded bidder in its bid response.

3. CONSIDERATION AND INVOICING

As consideration for the Services rendered pursuant to this Agreement, RSA agrees to compensate Contractor at the rates and in accordance with the terms and conditions set forth on RSA’s Invitation to Bid 020 250000000002, any and all addenda to Invitation to Bid 020 250000000002, and Contractor’s Bid, all of which are incorporated herein by reference.

Contractor shall send detailed invoice(s) for all goods and services in arrears, as the goods are provided and services are rendered, but no more frequently than monthly. RSA shall have 30 days from receipt of an invoice to render payment. Should RSA dispute any amount, RSA must deliver within 30 days of receipt of invoice written notice to Contractor detailing the specific facts and circumstances of the dispute and shall timely pay all undisputed amounts. The parties agree to work together in good faith to resolve any disputed amounts.

All invoices must be sent electronically to: AccountingOps@rsa-al.gov.

4. APPROVALS

Contractor acknowledges and understands that this Agreement is not effective until it has received all required state government approvals, and Contractor shall not begin performing work hereunder until notified to do so by RSA. Contractor is entitled to no compensation for work performed prior to the effective date of this Agreement.

5. INDEPENDENT CONTRACTORS

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

Matters governing the terms and conditions of employment of the employees of Contractor are entirely within the cognizance of Contractor. The Retirement Systems of Alabama shall have no right to control any of the actions of the employees of Contractor, except as provided herein. Contractor warrants that it will comply with all applicable federal, state, and local laws, ordinances, orders, codes, and rulings governing equal employment opportunity, and further warrants that it will comply with such directives in all matters of employee health, safety and payment of wages and salaries.

6. APPLICABLE LAW

The laws of the State of Alabama shall govern the interpretation and performance of this Agreement.

7. NO STATE DEBT, ETC.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void 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.

8. 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.

9. FORCE MAJEURE

Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, riots, acts of war, acts of terrorism, governmental regulations superimposed after the act, earthquakes, or other causes beyond the reasonable control of such party. In the event of any occurrence, which a party considers may cause a delay or failure of performance, such party shall promptly notify the other party in writing. Upon receipt of such written notice, the recipient shall have the option to terminate the Agreement in accordance with the guidelines set forth below in "TERMINATION", or to continue the Agreement once the impediments to performance have been removed.

10. NONWAIVER

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

by Contractor.

11. SEVERABILITY

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the laws of the jurisdiction governing the entire Agreement, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such provisions had never been contained herein.

12. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Retirement Systems of Alabama, its administrators, officers, employees and agents, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance or non-performance of the Contractor's services or other obligations under this Agreement. Contractor shall save harmless the Retirement Systems of Alabama, its administrators, officers, employees and agents, from and indemnify it and them against all claims, liens, and suits for labor and material furnished by Contractor.

13. INSURANCE

Contractor agrees that Contractor shall maintain or obtain (as applicable), with respect to the activities in which Contractor engages pursuant to this Agreement, general liability insurance, workers compensation insurance, employers' liability insurance, automobile liability insurance, and commercial umbrella/excess coverage insurance in amounts reasonable and customary for the nature and scope of the business engaged by Contractor. All insurance shall be provided by insurers licensed in Alabama to provide the types of insurance required and insurers must be rated "A-" or better by the A.M. Best Company. Before beginning work, Contractor shall send to RSA a valid Certificate of Insurance showing the types and limits of insurance carried. RSA reserves the right to require additional insurance coverage or to be named as Additional Insured on existing coverages at any time during the term of this Agreement with 30 days' notice to Contractor.

14. PERMITS, LICENSES AND FEES

Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the services. All cost therefore shall be deemed to be included in the prices listed on the Price Sheet of the Invitation to Bid 020 250000000002.

15. TERMINATION

The Retirement Systems of Alabama shall have the right, at its sole option and discretion, to terminate this Agreement at any time without any default on the part of the Contractor, by giving written notice to the contractor at least 30 calendar days prior to the effective date of termination. Retirement Systems of Alabama shall have the right to terminate this Agreement immediately by written notice to Contractor if Contractor fails to execute the services promptly and to the Retirement Systems of Alabama's satisfaction, or fails to perform any obligation imposed by any provision of this Agreement. Contractor, at its sole option and discretion, shall have the right to terminate this Agreement at any time by giving written notice to the Retirement Systems of Alabama at least 60 calendar days prior to the effective date of termination.

16. CONFIDENTIALITY; DISCLOSURE OF INFORMATION

Contractor agrees that it will not, during or after the term of this Agreement, copy, reproduce, sell, assign, license, market, transfer, or otherwise disclose any proprietary information or confidential business information of the Retirement Systems of Alabama and/or the State of Alabama, including but not limited to its costs, charges, operation procedures, methods of doing business, or correspondence to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the Retirement Systems of Alabama, except as required by law. Such confidential or proprietary information received by Contractor shall be used by it exclusively in connection with the performance of the services. For purposes of this Agreement, all records, financial information, specifications, document drafts, communications, 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 and agrees that all data relating to RSA is owned by RSA and constitutes valuable property of RSA. RSA shall retain ownership of, and all other rights and interests with respect to, its information, data, and publications (including, without limitation, all copies, modifications, alterations, enhancements, and derivative works resulting therefrom), and nothing herein shall be construed as granting Contractor any ownership, license, or other rights of any nature with respect thereto.

17. BOYCOTT PROHIBITION

Free Trade Clause. In compliance with Ala. Code §41-16-5, Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Economic Boycott Prohibition. In compliance with Ala. Code §41-16-161, Contractor hereby certifies that Contractor, without violating controlling law or regulation does not and will not, during the term of this Agreement, engage in economic boycotts.

18. DISPUTE RESOLUTION

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involve the payment of money, Contractor's sole remedy is the filing of a claim with the Board of Adjustment of the state of Alabama.

For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of nonbinding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

19. PRORATION

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

20. NON-APPROPRIATION OF FUNDS

Pursuant to Ala. Code §41-4-142(c), in the event funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Agreement may be cancelled, and Contractor shall be reimbursed for the reasonable value of any non-

recurring costs incurred but not amortized in the price of the services being delivered under the Agreement.

21. CERTIFICATION PURSUANT TO ACT 2006-557

Ala. Code §41-4-142 provides that every bid submitted, and contract executed, shall contain a certification that the supplier and all its affiliates that makes sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. Contractor hereby certifies it is in full compliance with §41-4-142 and acknowledges RSA may declare this Agreement void if the certification is false.

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

FOR RETIREMENT SYSTEMS OF ALABAMA

BY: _____
David G. Bronner

TITLE: Chief Executive Officer

DATE: _____

REVIEWED BY: _____
Legal Counsel

FOR CONTRACTOR

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____