Retirement Systems of Alabama
Solicitation

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<th>Document Phase</th>
<th>Document Description</th>
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<tr>
<td>RFB 020 18000001068</td>
<td>Final</td>
<td>RECORDING AND TRANSCRIPTION SERVICES</td>
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<tr>
<td>Procurement Folder</td>
<td>Creation Date</td>
<td>Print Date</td>
</tr>
<tr>
<td>639201</td>
<td>07/12/18</td>
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Request for Bids

CONTACTS

<table>
<thead>
<tr>
<th>Contact</th>
<th>Name</th>
<th>E-mail</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requestor</td>
<td>Shanon McWhorter</td>
<td><a href="mailto:Shanon.McWhorter@rsa-al.gov">Shanon.McWhorter@rsa-al.gov</a></td>
<td>334-517-7131</td>
</tr>
<tr>
<td>Issuer</td>
<td>Shanon McWhorter</td>
<td><a href="mailto:Shanon.McWhorter@rsa-al.gov">Shanon.McWhorter@rsa-al.gov</a></td>
<td>334-517-7131</td>
</tr>
<tr>
<td>Buyer</td>
<td>Edward Davis</td>
<td><a href="mailto:Edward.Davis@rsa-al.gov">Edward.Davis@rsa-al.gov</a></td>
<td>334-517-7130</td>
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</tbody>
</table>

Bids will be accepted from: 07/12/18
to: 08/01/18 4:30 PM
Bids will be opened: 8/02/18 10:00 AM

TO BE COMPLETED BY VENDOR

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

1. Delivery: Can be made _______ days or _______ weeks after receipt of order.
2. Terms: ____________ (Discounts are taken without regard to date of payment.)
3. Prices valid for acceptance within _______ days.
4. Vendor's quotation reference number, if any: ________________ (this number will appear on the purchase order.)
5. E-mail address: ____________________________ Internet Website: ___________________________________
6. General Contractor's License No: ________________________ Type of G.C. License: ______________________

Return invitation to bid:

<table>
<thead>
<tr>
<th>Regular Mail</th>
<th>Courier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retirement Systems of Alabama</td>
<td>Retirement Systems of Alabama</td>
</tr>
<tr>
<td>Director of Office Services</td>
<td>Director of Office Services</td>
</tr>
<tr>
<td>P.O. Box 302150</td>
<td>201 S. Union St</td>
</tr>
<tr>
<td>Montgomery, AL 36130-2150</td>
<td>Montgomery, AL 36104</td>
</tr>
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</table>

Signature and Notarization Required

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

Sworn to and

Subscribed before me this

_____ Day of _____________

VSS Account No. (Must match registration) Authorized Signature (Ink)

Company Name Type/Print Authorized Name

Mail Address Title

Notary Public

City, State, Zip Toll Free Number

Term Expiration: ______________ Phone Including Area Code

Fax Number
## COMMODITY INFORMATION

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<td>Preferred Vendor:</td>
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### Extended Description:

- **Years 1-3**
  - **Appearance Fee:**
    - First Hour $_________/hr
    - Each Additional Hour $_____/hr
  - **Transcript Per Page Rate:**
    - $_____/page
  - **Expedited Rate (3 business days):**
    - $_____/page

- **Recording and Transcription Services Years 1-3**

## SHIPPING AND BILLING

<table>
<thead>
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## COMMODITY INFORMATION

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<td>Extended Amount:</td>
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<td>Preferred Vendor:</td>
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### Extended Description:

- **Year 4**
  - **Appearance Fee:**
    - First Hour $_________/hr
    - Each Additional Hour $_____/hr
  - **Transcript Per Page Rate:**
    - $_____/page
  - **Expedited Rate (3 business days):**
    - $_____/page
$_________/page

Recording and Transcription Services Year 4

SHIPPING AND BILLING

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<table>
<thead>
<tr>
<th>Extended Description:</th>
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<tbody>
<tr>
<td>Year 5</td>
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</table>

Appearance Fee:

First Hour $_______/hr

Each Additional Hour $______/hr

Transcript Per Page Rate:

$_________/page

Expedited Rate (3 business days)

$_________/page

Recording and Transcription Services Year 5

SHIPPING AND BILLING

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</table>
REQUEST FOR BID

FOR

RECORDING AND TRANSCRIPTION SERVICES

FOR

THE

RETIREMENT SYSTEMS OF ALABAMA

RFB 18000001068
BID RESPONSE INSTRUCTIONS

READ ALL TERMS, CONDITIONS AND SPECIFICATIONS

Label your bid response envelope with the BID NUMBER and OPENING DATE. Bids not identified may be rejected.

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

Bid responses must be signed and notarized. Signatures must be original, handwritten.

Bid pricing must be submitted on the Price Sheet without modification and must include all requested information.

Any errors or corrections to a bid response must be initialed.

Delivery date may be considered a factor in determining an award.

Any questions or clarifications concerning this bid should be directed to Edward Davis at (334) 517-7130. Bidders 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 before doing business with a State Agency.

The Retirement Systems of Alabama is exempt from paying Federal Excise Tax, state and local sales tax.
RFB 18000001068

RECORDING AND TRANSCRIPTION SERVICES

PURPOSE

The purpose of this Request for Bid (RFB) is to select a qualified vendor to provide recording and transcription services for the Retirement Systems of Alabama (RSA).

It is RSA’s intention to contract with the successful bidder for the specified services. The anticipated duration of services to be provided under this Contract is three years with two 1-year renewal options.

Bidders must be able to provide all services and meet all the requirements requested in this RFB. The successful bidder (Contractor) is responsible for the Contract performance throughout the Contract term.

BID OPENING

Bids must be received no later than 4:30 P.M., August 1, 2018. Bids will be publicly opened August 2, 2018 at 10:00 A.M. in the 5th floor conference room of the RSA Headquarters Building located at 201 South Union Street, Montgomery, Alabama.

BASIS OF 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 responsible bidder meeting all specifications, terms and conditions. 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 continue 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 may be reviewed in the Alabama Administrative Code – Chapter 355-4-1 (14).

COMPLIANCE

By submitting a Bid in response to this RFB, the Bidder, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the contract.

E-VERIFY REQUIREMENTS

In accordance with Act 2012-491, as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or a state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify Program.

The successful bidder will be required to submit a completed and notarized Certificate of Compliance as well as a copy of their entire E-Verify Memorandum of Understanding (MOU) issued by the U.S. Department of Homeland Security.

SECURITY / NON DISCLOSURE STATEMENT

The contractor and their employees shall treat all information obtained through the performance of this contract as confidential and shall not use any information so obtained in any manner except as necessary for the proper discharge of the obligations under this contract. Contractor shall not release or allow to be released any information obtained under this contract without the prior written consent of the Retirement Systems of Alabama. Any violation of this requirement may subject the contractor to prosecution and penalty under Federal and State Law. The contractor shall ensure, with a written statement, that all personnel be advised of the confidential nature of the information contained in the RSA files, the safe-guards required, and the criminal and civil sanctions for non-compliance with Federal and State Statutes.

MINIMUM QUALIFICATIONS

Bidder must have a minimum of three (3) years of experience performing recording and transcription services in public meetings or in an otherwise formal setting. Bidder shall provide with its response three references from within the past five years who can attest to Bidder’s experience.
BACKGROUND

The Teachers’ Retirement System of Alabama (TRS), the Employees’ Retirement System of Alabama (ERS), and the Public Education Employees’ Health Insurance Plan (PEEHIP) are soliciting bids for recording and transcription services of board and committee meetings, to convert speech, both live and recorded, into written electronic text accurately reflecting statements and speakers. The Boards of Control for TRS, ERS, and PEEHIP each have four (4) regularly scheduled board meetings each year (with TRS and PEEHIP often meeting sequentially the same day). There may also be a number of special board meetings called each year, as well as potential meetings of other affiliated boards. In addition, various committees of the ERS Board of Control hold a total of around eight (8) regularly scheduled committee meetings each year, and they may also hold special meetings. Regular meetings typically last between one hour and three hours.

The business conducted at these public meetings deals with issues of substantial importance to the citizens of the State of Alabama. Presenters are not required to sign in, and the identification of the presenter, including their name, organization, company, or who they may represent, are – for the most part – provided verbally when the presenter is introduced to the Board during the meeting. Each meeting must be reported verbatim in transcripts prepared of the discussions and statements of all meeting participants.

The Contractor shall display the highest degree of professionalism and decorum when present at the Board meetings, and may not interrupt or disrupt the meetings.

Of prime importance to the RSA is the Contractor’s ability to produce and timely submit a high quality, accurate transcript of meetings with multiple participants/speakers.

SERVICES

The Contractor must record and transcribe Board meetings and prepare and provide verbatim transcripts of the meetings in a searchable electronic format to be designated by the Contract Monitor (an RSA staff member who will supervise and coordinate with the Contractor).

The Contractor’s employees must arrive at least 20 minutes before the meeting start time. All necessary equipment must be ready before the start of the meeting. A space within convenient hearing distance of the meeting will be designated for the Contractor’s use during the meetings. The Contractor’s employees are not allowed to interrupt the meeting for any reason and must conduct all required work duties without disruption to the meeting.
Meetings are typically held at 201 South Union Street, Montgomery, Alabama. The Contractor is not entitled to compensation for travel or other expenses.

Occasionally, the RSA may call a special meeting on a date not on the published schedule.

The RSA reserves the right to reproduce and publish all transcripts.

**DUTIES OF CONTRACTOR**

The Contractor shall:

# Furnish all labor, material and supplies and equipment necessary to perform the Contract.

# Use two reliable and recognized methods of recording.

# Provide at least one employee to be present at each meeting. The Contractor’s team shall ensure that the names and titles of board members, staff officials, and other speakers at the meeting are correctly recorded. All Contractor personnel shall conduct themselves in a professional manner and shall be appropriately dressed in business attire. The RSA reserves the right to reject any Contractor personnel at any time and to require the Contractor to provide a replacement satisfactory to the RSA as soon as reasonably possible. The Contractor is solely responsible for obtaining parking, and the Contract Monitor will work with the Contractor to reasonably facilitate building access.

# Transcribe verbatim all spoken testimony, argument, comments, instructions, objections, and other verbal statements, ensuring that speakers’ names and titles are correctly reflected.

# Prepare transcripts of Board meetings in the following manner:

(1) Each transcript page must be 8½” x 11” in size. Contractor must also create and provide, in searchable electronic format, minuscript condensed versions with four regular transcript pages per 8 ½” x 11” minuscript page.

(2) Each transcript must contain a title page or pages showing the meeting date, time and place; the members of the Board in attendance; the presiding officer; the name of each party appearing before the Board and the organization represented; and the names of the reporters responsible for the transcript. Contractor shall ensure the correct spelling of names.
(3) Each page must be numbered and followed consecutively on subsequent pages. The meeting date shall be included at the top in the header of each page. Each regular transcript page (other than the last page) must contain no less than 25 lines of text, with no more than 1.5” left margins and no more than 1” right margins, in a letter quality font and type size that produces no less than 10 letters to the inch (i.e. approximately 63 characters to each line).

(4) If any exhibits or presentation documents are provided during the Board meetings, the Contract Monitor will make reasonable business efforts to provide hard copies of such materials to the Contractor to include with the transcript.

# Ensure accuracy of all deliverables:

(1) Ensure testimony is proofread to ensure complete accuracy.

(2) Ensure transcripts are free of misspelled words, omitted words, typographical errors, and other similar errors.

(3) Provide corrected pages to the RSA the next Business Day after notification of errors, at Contractor’s expense.

# If provided exhibits, keep all meeting or hearing exhibits in good order and condition and promptly return them to the RSA with the appropriate transcript.

DELIVERABLES

Contractor shall, within 15 business days of each meeting, provide the Contract Monitor with a digital transcript of the meeting in a searchable electronic format designated by the Contract Monitor. This delivery period may be extended or reduced at the discretion of the RSA as circumstances may dictate. On request, Contractor will provide said transcript within three (3) business days of a meeting at the increased rates reflected in the bid pricing.

EMPLOYEE IDENTIFICATION

Each person who is an employee or agent of the Contractor shall display his or her company ID badge at all times while on RSA premises. Upon request of authorized RSA personnel, each such employee or agent shall provide additional photo identification.
At all times at any facility, the Contractor’s personnel shall cooperate with site requirements that include being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.
RECORDING AND TRANSCRIPTION SERVICES

PRICE SHEET

All price information shall be in the format provided on this page. Do not alter or leave blank any items on this Price Sheet. Bidders must submit pricing for each year. Failure to do so will result in the rejection of your bid.

YEARS 1-3

Appearance Fee
First Hour $____________ per hour

Each Additional Hour $____________ per hour

Transcript Per Page Price
8 ½ x 11 $____________ per page

Expedited Rate (3 business days) $____________ per page

YEARS 4

Appearance Fee
First Hour $____________ per hour

Each Additional Hour $____________ per hour

Transcript Per Page Price
8 ½ x 11 $____________ per page

Expedited Rate (3 business days) $____________ per page

RECORDING AND TRANSCRIPTION SERVICES
PRICE SHEET CONTINUED

YEAR 5

Appearance Fee
First Hour $____________ per hour

Each Additional Hour $____________ per hour

Transcript Per Page Price
8 ½ x 11 $____________ per page

Expedited Rate (3 business days) $____________ per page
RETIREMENT SYSTEMS OF ALABAMA
AGREEMENT FOR
RECORDING AND TRANSCRIPTION SERVICES

This Agreement is made and entered into this _____ day of ________, 2018, between (CONTRACTOR) hereafter referred to as “Contractor”, and the Teachers’ Retirement of Alabama and the Employees’ Retirement Systems of Alabama, hereafter referred to collectively as the “Retirement Systems of Alabama” or “RSA”, and the Public Education Employees’ Health Insurance Board on behalf of the Public Education Employees’ Health Insurance Plan (“PEEHIP”, hereafter collectively included in the terms “Retirement Systems of Alabama” or “RSA”) for Recording and Transcription Services at Retirement Systems of Alabama facilities listed in Request for Bid 18000001068, and in accordance with all specifications, terms and conditions contained therein.

AGREEMENT PERIOD

The initial term of the Agreement shall be from October 1, 2018 through September 30, 2021. Up to two additional twelve (12) month agreement periods may be entered into under the same specifications, terms and conditions if proposed in writing by RSA and accepted in writing by Contractor. In the event that RSA elects to renew the Agreement for an additional twelve (12) month period, the Contractor will be notified in writing at least sixty (60) calendar days prior to the commencement of the additional period involved, and the Contractor will accept or reject, in writing, said extension within fourteen (14) calendar days after receipt of said notice. Contractor agrees that the Retirement Systems of Alabama shall not be under any obligation to extend this Agreement beyond the initial thirty-six month term.

GENERAL CONDITIONS

The Contractor agrees to perform all services specified in Request For Bid 18000001068, and any and all addenda and/or supporting documents to Request for Bid 18000001068, in accordance with the bid specifications, for the prices quoted by Contractor in Schedule “A” of this Agreement.
CONTRACTOR STATUS

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

APPLICABLE LAW

The laws of the State of Alabama shall govern the interpretation and performance of this Agreement. Matters governing the terms and conditions of employment of the employees of the Contractor are entirely within the cognizance of Contractor. The Retirement Systems of Alabama shall have no right to control any of the actions of the employees of the Contractor, except as provided herein. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Contractor warrants that it will comply with all applicable federal, state, and local laws, ordinances, orders, codes, and rulings governing equal employment opportunity, and further warrants that it will comply with such directives in all matters of employee health, safety and payment of wages and salaries.

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.

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 involves the payment of money, a party’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 contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding 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.

**E-VERIFY**

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.

**FORCE MAJEURE**

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

**NONWAIVER**

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

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

SUCCESSORS AND ASSIGNS

Contractor shall not assign the Agreement or any interest herein or any monies due or to become due hereunder in violation of the Code of Alabama, Section 41-16-29. The Retirement Systems of Alabama and any of its successors and assignees reserve the unconditional right to assign any or all of its rights, title, interest or obligations in and to this Agreement for any or all locations covered by this Agreement to any agencies or associated or affiliated governmental bodies. Upon the effective date of any such assignment, the assignor shall be released from all rights, titles, interests and obligations under that portion of the Agreement assigned and the assignee shall assume all such rights, titles, interests and obligations.

SUBCONTRACTING

The awarded bidder shall be solely responsible to provide all items and services specified within Request for Bid 18000001068. The awarded bidder agrees that no portion of the services shall be subcontracted without written approval of the Retirement Systems of Alabama. If the awarded bidder requests approval to subcontract any services specified herein, and approval is granted by the Retirement Systems of Alabama, such subcontracting shall not be construed as to release the awarded bidder from any obligation or responsibility under the specifications, terms, and conditions of the Invitation to Bid, nor diminish or modify any of its obligations stated herein. It shall be the responsibility of the awarded bidder to negotiate with its subcontractor for remuneration for warranty services provided by subcontractor. The awarded bidder shall absorb all charges by subcontractor for any and all services provided to the Retirement Systems of Alabama under the terms and conditions of Request for Bid 18000001068.

INSURANCE
The Contractor shall secure, pay for, and at all times during the performance of this Agreement, maintain through companies or agencies acceptable to the Retirement Systems of Alabama, such public, contingent and employer’s liability insurance, containing provisions satisfactory to the Retirement Systems of Alabama, as will protect the contractor and the Retirement Systems of Alabama from claims under workers’ compensation and other employee benefit acts, and from any and all claims for property damage or loss thereof, which may arise in or resulting from the performance of the services under this Agreement, or by the failure or omission of the Contractor to comply with any of the provisions of the Agreement. Such insurance shall not limit or restrict any liabilities assumed by the Contractor and stated in this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Retirement Systems of Alabama, its administrators, officers, employees and agents, from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the performance or non-performance of the services under this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described in this text. The Contractor shall hold harmless Retirement Systems of Alabama, its administrators, officers, employees and agents, from and indemnify it and them against all claims, liens, and suits for labor and material furnished by the Contractor. The Contractor shall defend on behalf of Retirement Systems of Alabama, its administrators, officers, employees and agents, any suits jointly against the Contractor and Retirement Systems of Alabama or against Retirement Systems of Alabama alone, or against any administrator, officer, employee or agent of Retirement Systems of Alabama, for or arising out of any or all of the aforesaid causes. As to all claims against the State of Alabama or Retirement Systems of Alabama, or any of its administrators, officers, employees or agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, or any subcontractor under worker’s compensation acts, disability benefits acts or other employee benefit acts.
PERMITS, LICENSES AND FEES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the services. All cost therefore shall be deemed to be included in the prices listed in Schedule “A” of this Agreement.

COMPLIANCE

In compliance with Act 2016-312, the 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.

The Contractor shall provide equal opportunity to all employees and applicants for employment without regard to race, color, religion, creed, sex, sexual orientation, national origin, ancestry, age, mental or physical disability, pregnancy, alienage or citizenship status, marital status or domestic partner status, genetic information, genetic predisposition or carrier status, gender identity, military status, and any other category protected by law in all employment decisions.

TERMINATION

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

DISCLOSURE OF INFORMATION
Contractor agrees that it will not, during or after the term of this Agreement, disclose any proprietary information or confidential business information of the Retirement Systems of Alabama and/or the State of Alabama, including but not limited to its costs, charges, operation procedures, methods of doing business, or correspondence to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the Retirement Systems of Alabama. Such confidential or proprietary information received by the Contractor shall be used by it exclusively in connection with the performance of the services.

**BILLING**

ATTN:
Retirement Systems of Alabama
P O Box 302150
Montgomery, AL 36130-2150
RETIREMENT SYSTEMS OF ALABAMA
AGREEMENT FOR
RECORDING AND TRANSCRIPTION SERVICES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their authorized representatives.

FOR RETIREMENT SYSTEMS OF ALABAMA

BY: ______________
    David G. Bronner
TITLE: Chief Executive Officer

DATE: _____________

REVIEWED BY: ___________
    Legal Counsel
FOR (CONTRACTOR)

SIGNATURE: ___________

PRINT: ___________

ADDRESS: ___________

DATE: _______________
State of Alabama
Disclosure Statement
(Required by Act 2001-955)

ENTITY COMPLETING FORM:

ADDRESS:

CITY, STATE, ZIP                         TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD:
__ Retirement Systems of Alabama

ADDRESS:
__ 201 S. Union Street, Montgomery, AL
36104                                334-517-7000
CITY, STATE, ZIP                         TELEPHONE NUMBER:

This form is provided with:
__ Contract __ Proposal __ Request for Proposal __ Invitation to Bid __ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?
__ Yes __ No

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

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

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?
__ Yes __ No

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

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

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

<table>
<thead>
<tr>
<th>Name of Public Official/Employee</th>
<th>Address</th>
<th>State Department/Agency</th>
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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.)

<table>
<thead>
<tr>
<th>Name of Family member</th>
<th>Name of Public Official/ Employee</th>
<th>State Department/ Agency Where Employed</th>
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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:

<table>
<thead>
<tr>
<th>Name of Paid Consultant/Lobbyist</th>
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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.
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