

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

RFP No: 20-000000001



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 proposals, and gain sufficient information for the Retirement Systems of Alabama (RSA) to successfully evaluate proposed Graphic Design Services in anticipation of selecting a vendor to perform same.

This RFP details the minimum requirements mandated by the RSA for Graphic Design Services. **The contract that results from this RFP, if any, shall be for a period of five (5) years, beginning December 1, 2019.**

B. BACKGROUND

RSA consists of the Teachers' Retirement System of Alabama (TRS), the Employees' Retirement System of Alabama (ERS), the Judicial Retirement Fund (JRF), the Public Education Employees' Individual Retirement Account Fund (PEIRAF), the RSA-1 Deferred Compensation Plan (RSA-1), and the Public Education Employees' Health Insurance Plan (PEEHIP). These entities operate under common executive management and share investment management, accounting, and information system services as well. In total, RSA serves in excess of 335,000 members.

C. STATEMENT OF NEED

RSA maintains an in-house communications department, which is responsible for the day-to-day graphic design service needs of RSA. This RFP seeks a vendor to assist the communications department with projects such as annual reports, logos, banners, posters, handbook covers, and other special publications on an as-needed basis. RSA utilized approximately 430 hours of outside professional graphic design services last year.

D. REQUIREMENTS FOR RESPONDING TO RFP

1. LETTER OF INTENT AND WHERE TO SEND RESPONSES

Proposers must submit a **Letter of Intent to Propose** no later than **10/15/2019**. The letter can be sent to the address below or by email to deborah.kirk@rsa-al.gov. Include your email address in your letter.

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

Via US Postal Service	Via Courier (UPS or FedEx) or Hand Delivery
Retirement Systems of Alabama Attn: Ms. Deborah Kirk Asst. Director of Communications PO Box 302150 Montgomery, Alabama 36130-2150	Retirement Systems of Alabama Attn: Ms. Deborah Kirk Asst. Director of Communications 201 South Union Street, 8 th Floor Montgomery, Alabama 36104-0001

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

Retirement Systems of Alabama
Graphic Design Services Proposal
RFP NO: 20- 000000001

2. DEADLINE FOR RECEIPT OF PROPOSALS:

DATE: Wednesday, October 30, 2019
TIME: 5:00 PM (CST)

Please note the Deadline for Receipt of Proposals. All proposals must be received by the RSA on or before 10/30/2019 at 5:00 p.m. by U.S. Postal service, Courier, or Hand Delivery. Proposers submitting their information beyond this deadline **WILL NOT** be given consideration. Proposals will be opened on or around **10/31/2019** for review and evaluation.

3. POINT OF CONTACT

Ms. Deborah Kirk
Asst. Director of Communications
Deborah.Kirk@rsa-al.gov
334.517.7000 or 877.517.0020

E. RIGHT OF REJECTION

The RSA reserves the right, in its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety, to waive any minor technicalities, and/or to extend any deadlines. 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. Proposers must comply with the terms of this RFP as well as all applicable laws and regulations.

Proposers may not restrict the rights of the 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, in its sole discretion, to waive variances from the RFP terms in Proposer's Qualifications and/or submitted proposals, provided such action is determined 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 Proposer from full compliance to said RFP requirements. Notwithstanding any minor variance, the RSA may hold any Proposer 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, the proposals and associated materials may be open for review by the public (public domain). By submitting a proposal, the Proposer acknowledges and accepts that the **full** contents of the proposal and associated materials may become open to public inspection.

G. ECONOMY OF PREPARATION

Proposals should be prepared in a simple and economical manner, detailing concisely the Proposer'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 Proposer in the preparation of a proposal.

H. 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 Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

I. 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 or extend the RFP at its sole discretion. If an amendment is issued it shall be provided online on the RSA website and through STAARS and its presence noted via an e-mail to all Proposers submitting a **Letter of Intent to Propose**. Proposers should then respond to the issued RFP as amended along with associated exhibits, attachments, and amendments.

J. CONFLICT OF INTEREST AND PROPOSAL RESTRICTIONS

By submitting a proposal, the Proposer certifies that no amount has been or 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 Proposer 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.

K. DELIVERY SCHEDULE

Graphic Design Services must be ready to begin on **December 1, 2019**.

L. PAYMENT SCHEDULE

Payments by RSA to the selected Vendor for services rendered will be made within 30 days following receipt of invoice, with such invoices sent no more frequently than monthly following each month work was performed. 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.

M. SELECTION OF VENDOR

The RSA expects to execute a contract for services with the selected Vendor. All Proposers will be notified in writing within a reasonable length of time following the selection. Prior to the selection of a Vendor, two or more Proposers may be requested to make oral presentations to the evaluation committee.

N. 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 Secretary-Treasurer of the RSA or his representative.

O. MINIMUM QUALIFICATIONS

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

- The Proposer must have performed illustration, computer graphics, and design for a minimum of twenty (20) years.
- The Proposer's representative primarily responsible for providing RSA graphic services must have a degree in computer science, art, or related field and must have attended professional courses in Adobe Creative Suite, Online Adobe and Apple Pro or the equivalent.
- The Proposer must possess the qualifications for design, layout, editing, copy writing, photo manipulation, illustration, information graphic production, conceptualization, talent

search and coordination, photography, skyboarding, videography, video editing, animation/motion graphics, and production realization.

- The Proposer must possess the hardware and software to complete the requested services detailed herein adequately and timely.

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 performed by the RSA Communications staff, there are projects requiring additional graphic design services that include, but are not limited to, logo design, banners, covers, annual reports, posters, videography, digital animation, and special publications. RSA has the following requirements and expectations of the Vendor selected by RSA to provide graphic design services:

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 and assist with **video production** to include location scouting, set up of video shoots, talent search and coordination, stock search, archive search, cull process, purchasing and acquisition, filming, color correction, editing, design and development of animation/motion graphics, audio production, and providing final video files for broadcast and/or digital use.
7. 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.
8. 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.
9. 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.

10. 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.
11. 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.
12. The Vendor must provide **online publishing** by producing digital document through Adobe Acrobat for online distribution.
13. 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
14. The Vendor must possess and maintain at all times the most current version of the following **software**:
 - Adobe Products [InDesign / Illustrator / Photoshop / Acrobat Professional]
 - iWork [word processing / accounting / presentations]

SECTION III

INFORMATION REQUIRED FROM PROPOSERS

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, limited liability company, or corporation); include the state in which the organization is organized or 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 businesses or agencies for whom 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 the person(s) 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. PRICE PROPOSAL

Proposers are required to prepare and submit a Price Proposal documenting Proposer's rates/fees for the Services being proposed. The Price Proposal shall include the following information:

1. COST AND PRICE ANALYSIS

Clearly state all fees and expenses that would or could be incurred by RSA as a result of the proposed services. Include the information requested in this section to substantiate the reasonableness of the quoted proposal price. Use the following format

- Rate/fee per hour for all personnel who will be responsible for providing the services. Any rate increases anticipated during the term of the services must be disclosed within the price proposal.
- Method used to determine basis for fee (ex: our firm proposes a blended rate that will be applicable to every service/personnel, or list each fee by title or service to which such fee will be applicable). Itemize any/all other direct costs that may be included in billing for these services (e.g., setup fees). Proposers who include other direct costs must explain the basis for these charges. RSA will not be responsible for any costs not disclosed within the Price Proposal.
- Explain the formula your firm will employ to calculate the costs to RSA for the services.

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 Code Section 41-16-82 and must be completed and submitted with the RFP. This document may be located on the ITB/RFP page of RSA's website.

2. STATE OF ALABAMA CONTRACT TERMS

Proposers must be willing to agree to the contract terms required of all State of Alabama contracts, as set forth in the attached contract terms document. Proposers must state whether they agree to the contract terms. Proposers must disclose any deviations that proposer will request from the state contract terms within their proposal or may be deemed, at RSA's discretion, to waive any future request for deviations from those terms. RSA is under no obligation to accept any such deviations.

3. IRS FORM W-9

The resulting Vendor must provide the RSA with a completed Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification. This document may be located on the ITB/RFP page of RSA's website.

4. IMMIGRATION COMPLIANCE DOCUMENTATION

Proposers 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). Proposers that are Alabama entities and/or employ persons within the state of Alabama must also provide a copy of their E-Verify MOU. This document may be located on the ITB/RFP page of the RSA website.

5. RSA CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The resulting Vendor must execute a non-disclosure agreement satisfactory to RSA in order to protect the confidentiality of information received from the RSA.

SECTION IV
CRITERIA FOR EVALUATION

A. EVALUATION BASIS

Timely submitted proposals 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. In addition, RSA may request that any proposer(s) provide, online or by other electronic means, examples or demonstrations of such proposer's past videography and/or digital animation work.

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 Proposer to meet the minimum qualifications and requirements of the RFP and the relevancy of recent similar services.

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.

4. PROPOSED SERVICES

This score will be based upon the submitted examples of prior work and the description of services being offered.

<<SAMPLE>> AGREEMENT TO PROVIDE <<PROFESSIONAL>> SERVICES

THIS AGREEMENT TO PROVIDE <<PROFESSIONAL>> SERVICES (THE "AGREEMENT"), which results from RFP <<____ - _____>> entitled Request for Proposal for <<Professional>> Services, is made and entered into effective <<_____, 2018>>, by and between the Retirement Systems of Alabama ("RSA"), and <<Insert Contractor Name>>, hereinafter referred to as "Contractor".

Recitals

- A. <<To be drafted based upon RFP, Proposal, and services required>>.
- B. The parties wish to enter into this Agreement to formalize the terms under which Contractor will provide the services.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants of the parties contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES. Upon request of RSA, Contractor shall perform the following services for RSA ("Services"):

- a. <<To be drafted based upon RFP, Proposal, and services required>>.
- b.

2. CONSIDERATION. As consideration for the services rendered pursuant to this Agreement, RSA agrees to compensate Contractor in accordance with the rates and fees set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

Contractor shall send monthly detailed invoice(s) for all work in arrears. RSA shall have thirty (30) days from receipt of an invoice from Contractor to render payment. Should RSA dispute any invoiced amount, RSA must deliver within thirty (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.

3. TERM. This Agreement shall be for the period beginning <<____>> and ending <<____>>.

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 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.

5. INDEPENDENT CONTRACTORS. Contractor acknowledges that Contractor is an independent contractor, and neither Contractor nor Contractor's employees are to be considered employees of RSA or entitled to benefits under the State of Alabama merit system.

6. NO STATE DEBT, ETC. Contractor acknowledges that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the

Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provisions of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void and the remaining provisions shall continue to be valid and enforceable. Contractor may not assign this Agreement or any interest herein or any money due hereunder without the expressed written consent of RSA.

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.

7. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless RSA, its administrators, officers, directors, agents and employees (the "Indemnitees"), from and against any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from Contractor's performance of services under this Agreement and/or any other of Contractor's acts and/or omissions under this Agreement.

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.

8. INSURANCE. Contractor agrees that Contractor shall maintain or obtain (as applicable), with respect to the activities in which Contractor engages pursuant to any Agreement that results from this RFP, general liability insurance and cyber security insurance in amounts reasonable and customary for the nature and scope of business engaged in by such party. <<With certain services, specific limits and additional requirements will be inserted>>. The foregoing coverages shall be maintained without interruption for the entire term of this Agreement. Contractor shall deliver to RSA evidence of such insurance on or before the date the Agreement goes into effect and annually thereafter. RSA reserves the right to require additional insurance coverage than listed herein as RSA deems appropriate with a thirty day notice to Contractor.

Contractor must provide at least thirty days (10 days in the event of cancellation due to non-payment of premium) prior notice of any cancellation, non-renewal or material change to any insurance policy covered by this Agreement. If any such notice is given, RSA shall have the right to require that a substitute policy (ies) be obtained prior to cancellation and replacement Certificate(s) of Insurance shall be provided to RSA.

9. CONFIDENTIALITY AND OWNERSHIP. Contractor acknowledges that, in the course of performing its responsibilities under this Agreement, Contractor may be exposed to or acquire information that is proprietary or confidential to RSA or its members. Contractor agrees to hold such information in confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, without the express written permission of RSA, other than for the performance of obligations hereunder or as required by applicable state or federal law. For purposes of this Agreement, all records, financial information, specifications and data disclosed to Contractor during the term of this Agreement, whether submitted

orally, in writing, or by any other media, shall be deemed to be confidential in nature unless otherwise specifically stated in writing by RSA.

Contractor acknowledges that all data relating to RSA and its members is owned by RSA and constitutes valuable property of RSA. RSA shall retain ownership of, and all other rights and interests with respect to, its data (including, without limitation, the content thereof, and any and all copies, modifications, alterations, and enhancements thereto, and any derivative works resulting therefrom), and nothing herein shall be construed as granting Contractor any ownership, license or any other rights of any nature with respect thereto. Contractor may not use RSA's data (including de-identified data) for any purpose other than providing the Services contemplated hereunder. Upon termination of the Agreement, Contractor agrees to return or destroy all copies of RSA data in its possession or control except to the extent such data must be retained pursuant to applicable law.

10. STATE IMMIGRATION LAW COMPLIANCE. 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.

11. BOYCOTT PROHIBITION. In compliance with Act 2016-312, 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.

12. 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 to 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.

13. OPEN RECORDS LAW COMPLIANCE. Contractor acknowledges that RSA may be subject to Alabama open records laws or similar state and/or federal laws relating to disclosure of public records and may be required, upon request, to disclose certain records and information covered by and not exempted from such laws. Contractor acknowledges and agrees that RSA may comply with those laws without violating any provision of Contractor's proposal or this final Agreement. Contractor agrees to intervene in and defend any lawsuit brought against RSA or any of its employees, agents or directors, for their refusal to provide Contractor's alleged confidential and/or proprietary information to a requesting party. RSA shall provide Contractor written notice of any such lawsuit within ten (10) days of receipt of service. Contractor shall intervene within thirty (30) days of notice or will be deemed to have waived any and all claim that the information is confidential and/or proprietary and any and all claims against RSA for disclosure of Contractor's alleged confidential and/or proprietary information.

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

15. **TERMINATION.**

TERMINATION FOR CONVENIENCE: This Agreement may be terminated for any reason by either party with the submission of a << ____ >> day written notice thereof.

TERMINATION FOR DEFAULT: RSA may terminate immediately all or any part of this Agreement, by giving notice of default by Contractor, if the Contractor (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of the Agreement or so fails to make progress as to endanger or hinder performance, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, RSA's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.

16. **ENTIRE AGREEMENT.** It is understood by the parties that this instrument, including its exhibit(s), contains the entire agreement of the parties with respect to matters contained herein.

<<17. **ADDITIONAL CLAUSES AND SAMPLE CONTRACT CLAUSE DISCLAIMER.** This form Agreement contains certain non-negotiable mandatory state law clauses as well as offers a starting point for negotiation of additional clauses and is included for the purpose of allowing proposers to an RFP to be aware of the foregoing clauses prior to submitting a proposal. RSA reserves the right to change any of the clauses contained herein or insert additional clauses before sending a draft copy of the Agreement to Contractor.>>

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

Contractor's Federal Tax ID Number

<<INSERT CONTRACTOR NAME>>

Retirement Systems of Alabama

By:

By: David G. Bronner
Its: Secretary-Treasurer

Its: _____

Legally Reviewed and Approved by:

Legal Counsel for RSA

Approved:

Governor Kay Ivey
State of Alabama

EXHIBIT A
CONSIDERATION

RSA shall pay to Contractor the following fees in accordance with the terms more specifically set forth in the Agreement: