Attorney General's Office

STATE OF ALABAMA

TITLE: Licensing and Registration Management System

RFP Number Proposal	**Due Date & Time**
027-AG-RFP002	June 22, 2016

Please return proposals to: Charla G. Doucet, CPA, Administrative Services Division Chief hereafter referred to as RFP Coordinator.

Mail to:

Attorney General's Office
501 Washington Avenue
Montgomery, Alabama 36130

Ship to:

Attorney General's Office
501 Washington Avenue
Montgomery, Alabama 36130

1. INTRODUCTION

1.1 SOLICITATION

The Alabama Office of the Attorney General (OAG) initiates this Request for Proposal (RFP) to solicit responses from qualified Vendors to provide a Licensing and Registration Management System (LRMS) as set forth herein. It is the intent of this RFP to identify a vendor and establish a contract for a customized LRMS solution to fit the licensing and registration structure of the Alabama Office of the Attorney General (hereinafter referred to as the OAG). Each Vendor submitting a Response to this RFP is required to read and understand all information incorporated into this RFP package.

1.2 OFFICE OF THE ATTORNEY GENERAL BACKGROUND

The OAG is an independent constitutional office and legal counsel to the state of Alabama. Its mission is to serve the citizens of the state by adhering to the highest standards of excellence, ethics, and effectiveness and to deliver the highest quality legal services. Additionally, the OAG registers, licenses, and/or renews registrations and licenses for charities, commercial co-venturers, professional fundraisers, professional fundraisers' solicitors, telemarketing firms, telemarketing firms' salespersons, and health studios. The OAG issues/renews an estimated 7,720 registrations and licenses per year, which are comprised of the following: charities (4,100), commercial co-venturers (260), professional fundraisers (170), professional fundraisers' solicitors (1,350), telemarketing firms (35), telemarketing firms' salespersons (1,800), and health studios(5).

Licensing, registration, and renewal records are currently provided to the OAG in hard copy or electronically via email with attached documents. When records are provided in hard copy, OAG personnel scans the records, converts them to PDF format, and enters all information into a case-tracking system. In addition, the OAG does not have presently have an e-commerce solution to process transactions involved with licensing, registration, and renewal matters.

1.3 GENERAL SYSTEM REQUIREMENTS

The OAG computing environment is based on Microsoft operating systems and server software products. Please note that all LRMS must be "compatible" with this environment. The OAG has no intentions of setting up a special computing environment (Linux based, etc.) to support an LRMS solution. Compatibility includes the ability to integrate with or capable of being used together without special modification or adaptation.

In addition to the requirements listed above, the LRMS solution must be Active Directory integrated and it must have the ability to be hosted on the OAG's network.

Web browser based solutions should be browser-independent (not Internet Explorer specific).

Vendors that fail to meet the Active Directory and compatibility requirements will be disqualified.

1.5 CONTRACT SCOPE

The selected Vendor(s) will be required to supply the system software, implement such software based on the needs of the OAG, train technical staff and end users, provide system and support maintenance throughout the contract term, including any contract extension(s), and provide transaction processing services.

1.6 CONTRACT TERM

Any contract issued as part of this procurement will have an initial term of two years, beginning on or about August 1, 2016, with a contract renewal option for an additional two years.

1.8 PUBLIC DISCLOSURE

To the extent permitted by law, RFP information, including price sheets, will not be available for public disclosure until after award of the Contract.

1.9 ELECTRONIC RFP DATABASE

The OAG is required to post all RFP notices on the State Comptroller's website for public review. Thus, this RFP is posted on the website at http://rfp.alabama.gov/PublicView.aspx. This RFP Database is the central location for RFP posting activities for all state agencies and departments.

2. SCHEDULE OF EVENTS

This RFP is issued under the following estimated Schedule of Events. The RFP response deadline is mandatory and non-negotiable. Failure to meet any of the required deadlines will result in disqualification from participation. **Unless otherwise indicated, all required deadlines are 5:00 p.m. CST.**

DATE	EVENT
May 25, 2016	Issue RFP
June 2, 2016	Written Vendor Questions and Comments Due
June 7, 2016	Written Responses to Vendor Questions and Comments
June 8, 2016	Issue Amendments (if necessary)

June 22, 2016	Vendor Responses Due (REQUIRED DEADLINE)
June 24, 2016	LMRS Solutions Identified for Evaluation.
June 27, 2016	Vendors Notified of LMRS Solutions for Evaluation.
June 28, 2016	Vendors Evaluation Begins
July 5 -July 8, 2016	Vendors Product Demonstration
July 12, 2016	Evaluation Committee Selection Completed
July 13, 2016	Notification of Apparent Successful Vendor(s)
July 21, 2016	Signed contract(s) and required forms due
August 1, 2016	Contract start date

OAG, at its sole discretion, reserves the right to revise the above schedule.

3. ADMINISTRATIVE REQUIREMENTS

3.1 RFP COORDINATOR (PROPER COMMUNICATION)

Upon release of this RFP, all Vendor communications concerning this solicitation must be directed to the RFP Coordinator listed below. Unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in disqualification. All oral communications are unofficial and non-binding on the State. Vendors shall rely only on written statements issued by the RFP Coordinator.

Charla Doucet, CPA
RFP Coordinator
Alabama Office of the Attorney General
501 Washington Avenue
Post Office Box 300152
Montgomery, Alabama 36130-0152

E-mail: **cdoucet@ago.state.al.us**
Telephone: **334-242-7305**
Fax: **334-242-4780**

3.2 VENDOR QUESTIONS

Vendor questions regarding this RFP will be allowed until the date and time specified in the Schedule of Events (Section 2 of this RFP). Vendor questions must be submitted in writing (email acceptable) to the RFP Coordinator. An official written OAG response will be provided for Vendor questions received by this deadline. Written responses to Vendor questions will be provided to all responding Vendors.

The Vendor that submitted the questions will not be identified. Oral responses to questions will be considered unofficial and non-binding. Only written responses will be considered official and binding.

3.3 VENDOR COMMENTS INVITED

Vendors are encouraged to review the requirements of this RFP carefully and submit any comments and recommendations to the RFP Coordinator.

3.4 VENDOR CONCERNS REGARDING THE REQUIREMENTS AND SPECIFICATIONS OF RFP

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP requirements early in the RFP process. Vendors must submit specific concerns to the RFP Coordinator in writing.

Should a Vendor concern identify an issue that would be in the best interest of the OAG to address, the OAG may modify this RFP accordingly. OAG decisions regarding concerns raised are final.

3.5 DELIVERY OF RESPONSES

The Response, in its entirety, must be received by the OAG no later than the close of business, which is 5:00 p.m. Central Standard Time, on June 14, 2016. All Responses must be personally delivered or mailed to the RFP Coordinator at: 501 Washington Avenue, Montgomery, Alabama 36130.

Vendors should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late Responses will not be accepted and will be automatically disqualified from further consideration. Additionally, responses may not be submitted via facsimile or email.

3.6 RESPONSE CONTENTS

The Response must contain information responding to all requirements in the RFP. All required Appendices must include the signature of an authorized Vendor representative where indicated.

Failure to follow these requirements will result in Vendor disqualification.

3.7 NUMBER OF RESPONSE COPIES REQUIRED

Five (5) hard copies and one (1) CD-ROM or electronic media (e.g. USB drive) version of the Response, including required appendices, that is exactly the same as the paper copy.

4. RESPONSE PRESENTATION AND FORMAT

4.1 Proposals must be written in English. Hard copy responses should be prepared on loose-leaf paper and placed in three-ring binders, as needed, with tabs separating the major sections of the Response. Pages must be numbered consecutively within each section of the Response showing Response section number and page number. The paper upon which hard-copy documents are made should be submitted on white paper measuring 8 ½ x 11.

4.2 Vendors must submit with the hard copy Response an electronic version of the Response. Electronic Responses must be in MS Word and/or Excel and provided on CD-ROM, DVD or similar electronic storage device (e.g., a USB drive). After documents that require signatures are completed and signed, the documents should be scanned and provided in PDF format as well as providing the unsigned MS Word and/or Excel versions. The electronic version of the Response and required appendices must be exactly the same as the paper copy. OAG will not accept zipped files.

4.3 The Vendor name and the name, address, email, facsimile (if applicable) and telephone number of the Vendor's authorized representative must be identified at the beginning of the Response.

4.4 Figures and tables must be numbered and referenced in the text of the Response by the numbers assigned within this RFP. Foldouts containing charts, spreadsheets, and oversized exhibits are permissible.

4.5 The following materials must be completed and signed by a representative authorized to bind the company to the offer, and provided to the RFP Coordinator in the order listed below:

- The Executive Summary required by RFP Section 6.1.1.
- The Vendor's pricing and functional proposal, using the requirements identified in Appendix A.
- Client References (Appendix B).

Failure to provide any requested information in the prescribed format may result in disqualification of the Vendor.

4.6 MULTIPLE (ALTERNATIVE) RESPONSES

Multiple or Alternative Responses from a Vendor will be permissible; however, each Response must conform fully to the requirements for Response submission. Each such Response must be submitted separately and labeled as Response #1, Response #2, etc. on each page included in the Response.

4.7 COST OF RESPONSE PREPARATION

The OAG will not reimburse Vendors for any costs associated with preparing or presenting a Response to this RFP.

Vendor assumes all of Vendor's costs associated with the preparation of this RFP, site visits, and related expenses and providing access to Vendor's solution during the End-User review process.

4.8 RESPONSE PROPERTY OF OAG

All materials timely submitted in response to this solicitation become the property of the OAG. Materials untimely submitted will be returned to the sender.

4.9 VENDOR PROPRIETARY OR CONFIDENTIAL INFORMATION

Any information in the Response that the Vendor desires to claim as proprietary and exempt from disclosure under state or federal law that provides for the nondisclosure of the information, must be clearly designated. Each page containing the information claimed to be exempt from disclosure must be identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire Response or entire sections of the response as proprietary, confidential, or exempt from disclosure will not be honored. Vendors must state in their Executive Summary (see RFP Section 6.1.1) whether their Response contains any proprietary or confidential information.

The OAG will not honor any Vendor Responses indicating that pricing is proprietary or confidential, and if a request for release of a Vendor's pricing is made, the OAG will release such information in a manner consistent with public records law, ordinarily after completion of this RFP process.

If a public records request is made to obtain or view information contained in a Response that the Vendor has marked confidential or proprietary, the OAG will notify the Vendor of the request and of the date that the records will be released to the requester unless the Vendor obtains a court order enjoining that disclosure. If the Vendor does not obtain a court order enjoining disclosure, the OAG will release the requested information on the date specified.

The OAG's sole responsibility shall be limited to maintaining the information marked proprietary in a secure area and notifying the Vendor of any request(s) for disclosure as long as the OAG retains the Vendor's proprietary marked information. Failure to so label such information or failure to timely respond after notice of a public records request has been given shall be deemed a waiver by the Vendor of any claim that such information is proprietary and exempt from disclosure.

4.10 WAIVE MINOR ADMINISTRATIVE IRREGULARITIES

The OAG reserves the right to waive minor administrative irregularities contained in any Response. Vendors will not be allowed to make changes to their quoted price after the Response submission deadline.

4.11 ERRORS IN RESPONSE

Vendors are liable for all errors or omissions contained in their Responses. Vendors will not be allowed to alter Response documents after the deadline for Response submission. The OAG is not liable for any errors in Responses. The OAG reserves the right to contact any Vendor for clarification of Response contents.

In those cases where it is unclear to what extent a requirement or price has been addressed, the RFP Coordinator may contact a Vendor to clarify specific points in the submitted Response. However, under no circumstances will the responding Vendor be allowed to make changes to the proposed items after the deadline stated for receipt of Responses.

4.12 AMENDMENTS AND REVISIONS

The OAG reserves the right to change the Schedule of Events (RFP Section 2) or other portions of this RFP at any time. The OAG may correct errors in the solicitation document identified by the OAG or a Vendor. Any changes or corrections will be by one or more written amendment(s), dated, and attached to or incorporated in and made a part of this solicitation document. All changes will be authorized and issued in writing by the RFP Coordinator. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling.

4.13 RIGHT TO CANCEL

With respect to all or part of this RFP, the OAG reserves the right to cancel or reissue the RFP at any time without obligation or liability.

4.14 INCORPORATION OF DOCUMENTS INTO CONTRACT

This solicitation document, including any amendments or revisions, and the Response will be incorporated into any resulting Contract.

4.15 NO OBLIGATION TO CONTRACT/BUY

The OAG reserves the right to refrain from contracting with any and all Vendors. Additionally, the OAG shall have no obligation to make any purchases once it has provided the notice of intent to terminate required by any resulting Contract.

4.16 NO COSTS OR CHARGES

No costs or charges under a proposed Contract may be incurred before a Contract is fully executed.

4.17 WITHDRAWAL OF RESPONSE

Vendors may withdraw a Response that has been submitted at any time up to the Response due date and time identified on the Schedule of Events (RFP Section 2). To accomplish response withdrawal, a written request signed by an authorized Vendor representative must be submitted to the RFP Coordinator. After withdrawing a previously submitted Response, the Vendor may submit another Response at any time up to the Response submission deadline.

4.18 NON-ENDORSEMENT AND PUBLICITY

In selecting a Vendor under this RFP, the OAG is neither endorsing a Vendor's product and/or services nor suggesting that a Vendor is the best or only solution to the OAG's needs. By submitting a Response, the Vendor agrees to make no reference to the OAG or the State of Alabama in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the OAG.

4.19 NOTIFICATION OF APPARENT SUCCESSFUL VENDOR

All Vendors responding to this solicitation will be notified by email when the OAG has selected the final Vendor. The date of announcement of the Vendor will be July 12, 2016.

4.20 AVAILABILITY

The contents of this RFP and any amendments and written answers to questions will be available for public inspection via the State Comptroller's website.

5. VENDOR REQUIREMENTS

5.1 VENDOR RESPONSIBILITY FOR RFP

Vendors are required to read and understand all information contained within the entire RFP package.

5.2 VENDOR LICENSED TO DO BUSINESS IN ALABAMA

Selected Vendor and any subcontractor must be licensed to conduct business in Alabama, including registering with the Alabama Secretary of State's Office. The Vendor and any subcontractor must also be current on all taxes due the State of Alabama. The OAG will verify the business status of the selected Vendor prior to executing a contract.

5.3 TAXES

The Vendor is responsible for collecting and reporting all applicable taxes.

5.4 ASSIGNMENT OR SUBCONTRACTING; AFFILIATES (APPLICABLE TO CONTRACTS IN WHICH THE VENDOR INTENDS TO SUBCONTRACT A PORTION OF THE WORK)

5.4.1 The OAG will accept Responses that include third party involvement only if (a) the Vendor submitting the Response agrees to take complete responsibility for all actions of such Subcontractors and/or Affiliates, and (b) Vendor identifies the subcontractor or affiliate as the supplier of any portion of the solution.

5.4.2 Except as set forth in RFP Section 5.4.1 above, the Vendor shall not subcontract, assign, or otherwise transfer its obligations under any contract issued as a result of this RFP without the prior written consent of the OAG.

5.5 INSURANCE

The selected Vendor will be required to obtain insurance to protect the State should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Vendor or its subcontractor(s) or affiliates, or their agents, while performing work under the terms of any contract resulting from this solicitation. Vendors will find a complete description of the insurance requirements in Appendix D.

5.6 COVENANTS AGAINST CONTINGENT FEES

The Vendor warrants that no person or entity has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, the OAG shall have the right to terminate the Contract in accordance with

the termination clause and, in its sole discretion, to deduct from this Contract's price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.7 DUTY TO PROTECT OAG RECORDS

OAG records contain confidential information which must be secured from unauthorized disclosure. Accordingly, the Vendor is required to protect against unauthorized disclosure of data and information that may be made available to the Vendor as a result of a Contract entered pursuant to this RFP. Vendor may disclose such information and data only as required by law or where release is authorized in advance in writing by the OAG. In addition, before accessing OAG data the Vendor will be required to execute a copy of the OAG's confidentiality agreement.

5.8 CONTRACT GENERAL TERMS AND CONDITIONS

The successful Vendor will be expected to enter into a contract with the OAG which is substantially the same as the Proposed Contract and its general terms and conditions (attached to this RFP as Appendix E). For purposes of this RFP, the Proposed Contract encompasses all required forms which are also included in Appendix C. In no event is a Vendor to submit its own standard contract terms and conditions in response to this solicitation. The Vendor may submit proposed exceptions to the Proposed Contract terms and conditions. Additionally, any resulting contract may include additional provisions the Vendor suggests. The OAG will review requested exceptions and additional provisions, and accept or reject the same at its sole discretion. The Vendor must complete and submit all forms that are required to accompany the Contract, including, but not necessarily limited to the Vendor Disclosure Statement, Certificate of Compliance (for immigration purposes), and a W-9 Form.

Failure of a selected Vendor to reach agreement with the OAG on contractual terms and conditions will result in cancellation of the Vendor's selection.

A selected Vendor will be expected to execute a contract within ten (10) business days of its receipt of the final contract. If a selected Vendor fails to sign the contract within the allotted ten-day (10) time frame, the OAG may elect to cancel the award or cancel or reissue this solicitation.

5.8.1 Additional Contract Requirements. If the Vendor is located in Alabama or employs an individual or individuals within the state of Alabama, the Vendor shall provide a copy of its Employment Eligibility Verification (E-Verify) Memorandum of Understanding (MOU). The Vendor must also complete and return the Certification of Compliance form, a copy of such form is included in Appendix E.

If the Vendor is not located in the state of Alabama and does not employ an individual or individuals within the state of Alabama, then an E-Verify MOU is not required. Instead, the Vendor shall complete and return the Certification of Compliance form, included in Appendix E.

6. RESPONSE REQUIREMENTS

6.1 The requirements under this Section 6.1 and its subparts are mandatory. Failure to provide the information requested or complete any one of the appendices identified in this Section 6.1 and its subparts may cause the Vendor to be disqualified. Information is to be submitted in the order identified.

6.1.1 EXECUTIVE SUMMARY

6.1.1.1 Vendor's legal status (e.g., corporation, S-corporation, limited liability company, limited liability partnership, etc.) and the year the Vendor was organized to do business as it currently substantially operates.

6.1.1.2 Vendor's parent company, if applicable.

6.1.1.3 Vendor's total number of years in business.

6.1.1.4 A brief description of the Vendor organization, including the Vendor's experience and history providing LRMS solutions similar to those being solicited under this RFP. (Vendors should be specific and should include dates, clients, and the system(s) it furnished.)

6.1.1.5 A statement signed by an individual authorized to contractually bind the Vendor's organization that affirms: **a)** the Vendor accepts the requirements of this RFP and **b)** the signatory is authorized to contractually bind the Vendor. The statement must be signed and dated in ink.

6.1.1.6 A guarantee that the Vendor's Response, as submitted, will remain in full force and effect through July 30,2016, unless withdrawn prior to the Response due date and time identified on the Schedule of Events (RFP Section 2).

6.1.1.7 Vendor's Federal Tax Identification number.

6.1.1.8 Vendor's office headquarters address.

6.1.1.9 Vendor's telephone and fax numbers.

6.1.1.10 Vendor's website URL.

6.1.1.11 The contact information, including name and email address, for Vendor's contact representative regarding this RFP.

6.1.1.12 Vendor's organizational chart, including the names and titles of Vendor's principal officers and those authorized to execute contracts for the Vendor.

6.1.1.14 Identification of any state employees or former state employees employed or on the Vendor's governing board as of the date of the Response. Include a statement of such employees or officers position and responsibilities within the Vendor's organization. If, following a review of this information, it is determined by the OAG that a conflict of interest exists; the Vendor may be disqualified from further consideration for the award of a contract.

6.1.1.15 Whether any sections of the Response have been marked "Proprietary" or "Confidential," and the specific location (page number and paragraph) of such section(s).

6.1.1.16 Any statements the Vendor wishes to convey to the RFP Coordinator and/or the Evaluation Committee.

6.1.2 PRICING AND FUNCTIONAL REQUIREMENTS (APPENDIX A)

If the Vendor intends to utilize a subcontractor or affiliate to perform any of the functions, such intent must be clearly and prominently indicated in the Vendor's Appendix A Response, and any utilization of a subcontractor or affiliate shall be subject to the requirements of RFP Sections 5.4 and 5.5.

6.1.3 CLIENT REFERENCES (APPENDIX B)

Vendor must provide contact information, including the phone number, name, and email, for three (3) commercial and/or government clients' references, using Appendix B, Client References.

Each client reference shall be unique. If the Vendor submits contact information for two or more individuals from the same client, only one will be contacted. Vendor must select clients who respond in a timely manner to telephone and/or email inquiries with objective information regarding the products the client has purchased.

The services purchased by the reference clients should be similar to those requested by this RFP. References must not be from a person, company, or organization with any special interest, financial or otherwise, to the Vendor.

The RFP Coordinator or designee will contact Vendor's client references directly, either by phone or email, and interview each reference.

The OAG may, at its discretion, contact other Vendor clients not listed by the Vendor as a reference. The OAG reserves the right to eliminate from further consideration in the RFP process any Vendor who, in the opinion of the OAG, receives an unfavorable report from a client that is confirmed to be a valid report.

6.1.4 VENDOR DISCLOSURE FORM (APPENDIX C)

Vendor must complete the Disclosure Form and submit the completed form with the Reponse. Please note that the Disclosure Form is required to be notarized. The Disclsoure Form and related instructions are identified in Appendix C.

7. EVALUATION PROCESS

7.1 OVERVIEW

The intent is to award a contract for provision of a LRMS, including transaction processing services, to a Vendor as a result of this RFP process. The evaluation process is designed to award a Contract to the Vendor with the best combination of Vendor management qualifications, price, and product functionality and usability. This process is not designed to award a Contract merely or solely on the basis of the lowest price quotations.

7.2 PHASE 1 - ADMINISTRATIVE SCREENING

Responses will be reviewed initially by the RFP Coordinator and or designee(s) to determine whether each Response meets all the requirements set forth in RFP Sections 3.5, 3.6, 3.7, and 6.1, including all subsections thereof. Any response that fails to meet the requirements set forth in these sections will be deemed non-responsive and will not be further evaluated. The evaluation committee will evaluate only those Responses that have passed this Administrative Screening process.

7.3 PHASE 2 - EVALUATION COMMITTEE

The OAG evaluation of responsive proposals will be conducted by an evaluation committee of OAG employees.

The evaluation committee will select the Vendor based upon the following criteria:

- Whether the Response satisfies the needs of the OAG requirements as specified in the solicitation documents;
- Whether the Response provides competitive pricing, economies, and efficiencies;
- Whether the Response appropriately weighs cost and non-cost considerations.

APPENDIX A

RFP – OAG LICENSING AND REGISTRATION MANAGEMENT SYSTEM

The Alabama Office of the Attorney General (AGO) seeks acquisition of a Licensing and Registration Management System (LRMS) that will enable it to more efficiently and reliably license, register, and/or renew licenses and registrations for various entities and individuals, as well as electronically process transactions required for licensing, registrations, and/or renewals of entities and individuals identified in the RFP.

A. PRICING REQUIREMENTS

1. The following should be considered in pricing for the software and services:
    a. Vendor must give full ownership of the LRMS to the OAG. This includes giving the OAG a license to own the base solution source code, the customized source code, the database, tables, stored procedures, and other tools and mechanisms that make the LRMS work.
    b. The vendor must train OAG internal Information Technology (IT) team on system maintenance and enhancements.
    c. Vendor must provide various technical and system documentations such as user manual, data dictionary, system architecture, etc.
    d. LRMS must be open to allow the OAG's staff the ability to build new reports, as well as the ability to add or expand existing data fields.
    e. There will not be any mandatory ongoing cost for usage of or owning the LRMS.
    f. The only recurring costs should be for hosting/storage and processing transactions.
    g. Vendor must fully customize the source code to meet the OAG's requirements. This includes applicable laws and procedures.
    h. Vendor must assign a full-time, direct point of contact as the Project Manager. This person must be available onsite at the OAG until system implementation is complete.

2. Vendor must provide a pricing proposal which includes all aspects of development and installation and all components of this RFP. Payment will be made based upon completion of each phase of the project: Development and Installation - 50%, Testing - 25%, and Training - 25%. Vendor should also include any recurring costs as separate line items.

3. Vendor must give timelines associated with each phase.

B. FUNCTIONAL REQUIREMENTS – SEE ATTACHED WORKFLOWS

1. Vendor must provide LRMS that meets the OAG's requirements to:
    a. Customize LRMS to meet the OAG's requirements

b. Ensure LRMS is configurable to meet current and future business needs
c. Ensure LRMS is customizable by the IT team directly
d. Use proven technology
e. Require the Vendor to host the application
f. Require the Vendor to accept responsibility for processing transactions
g. Provide onsite training to the OAG's staff on using the system, as well as training the IT team on the code, database, and system maintenance.
h. Allow access for licensees and registrants using a standard browser such as Microsoft Internet Explorer version 11.0 and higher, Edge, Firefox, Chrome, and Safari. Any secured information provided shall have the ability to use 128-bit or better encryption for all traffic, if requested.
i. Allow members of the general public to perform searches to determine if an entity or individual is registered and/or licensed with the OAG.

2. Vendor must design the LRMS to provide secure access in multiple and flexible ways as prescribed by the OAG. This includes but is not limited to:
   a. Multiple levels of access
   b. Secure logins
   c. Security access per user type or group
   d. Allow workflow processing or information changes only by identified users and/or user groups

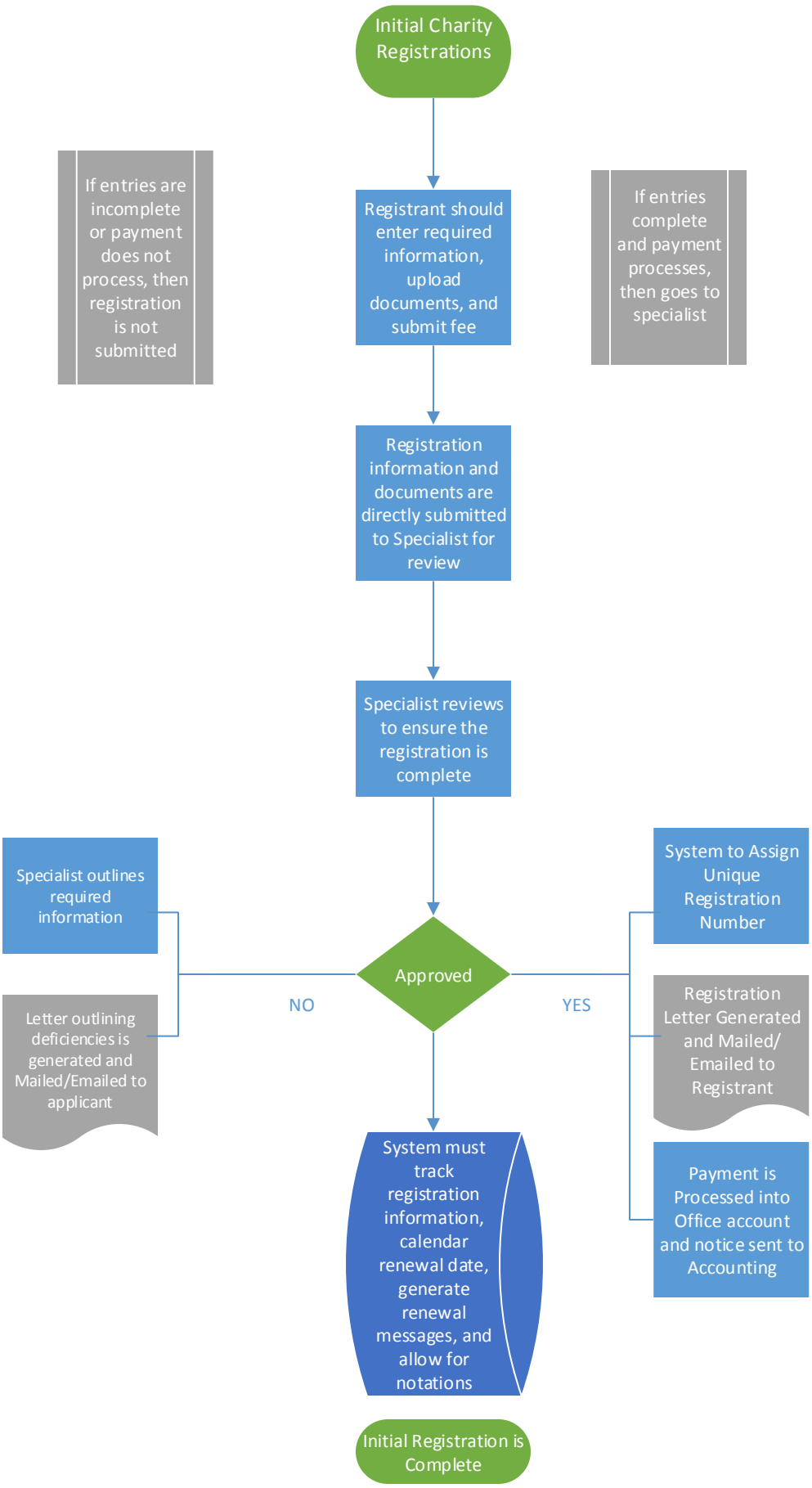
3. LRMS must support various means of data input. This includes but is not limited to:
   a. Direct online entry of required information into online forms with ability to reject forms that are not complete
   b. Option to upload documents
   c. Capability to save received emails and attachments in the contact history of each license
   d. Option to upload or modify data via a load file such as a CSV file.

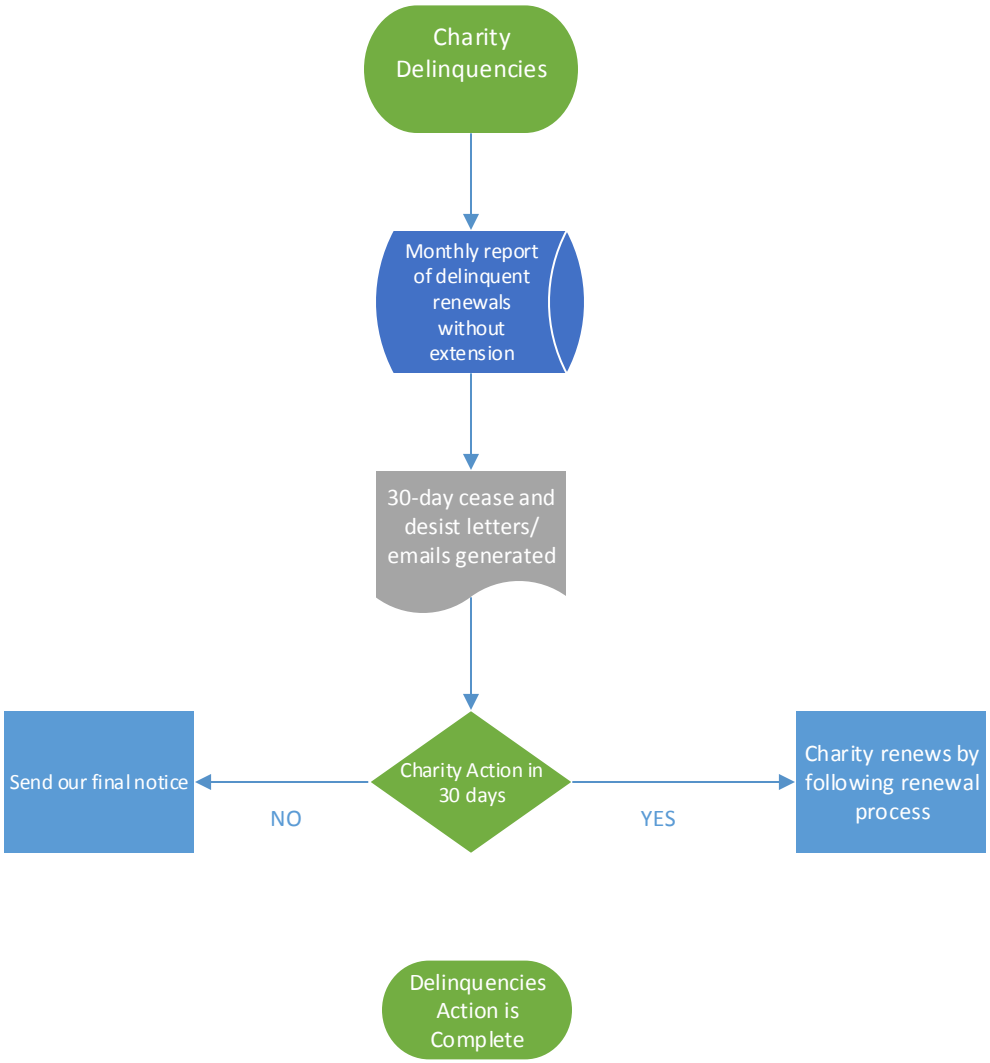
4. LRMS must support various means of data output. This includes but is not limited to:
   a. Export capabilities for various file formats such as Excel, Access, PDF, text, etc.
   b. Record sets must be accessible by users for printing.
   c. Capability of emailing licensees directly, when transactions are completed.

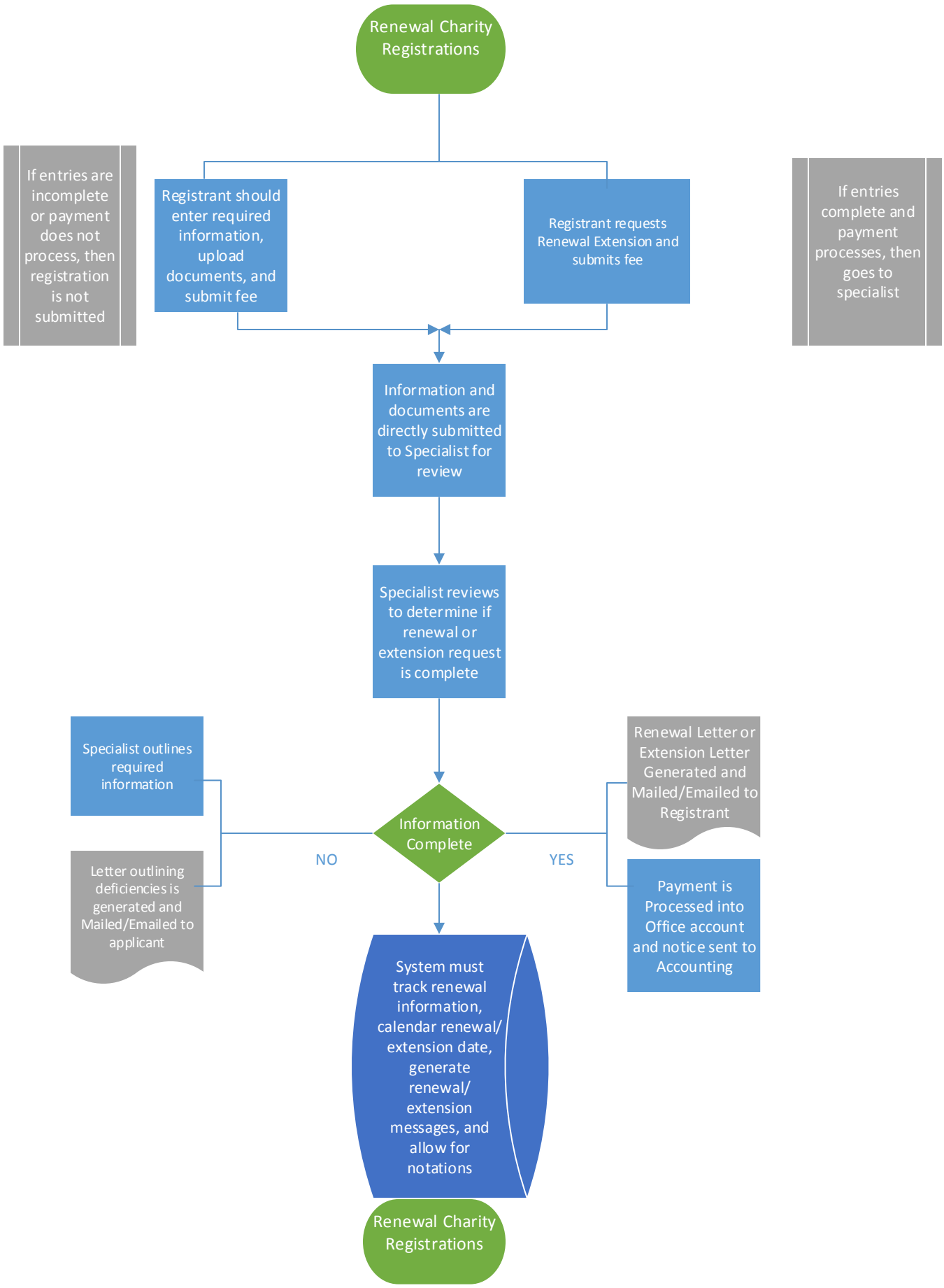
5. LRMS must support workflow process, store all required information and required attachments, allow for notations, generate correspondence and reports, and provide transaction information.

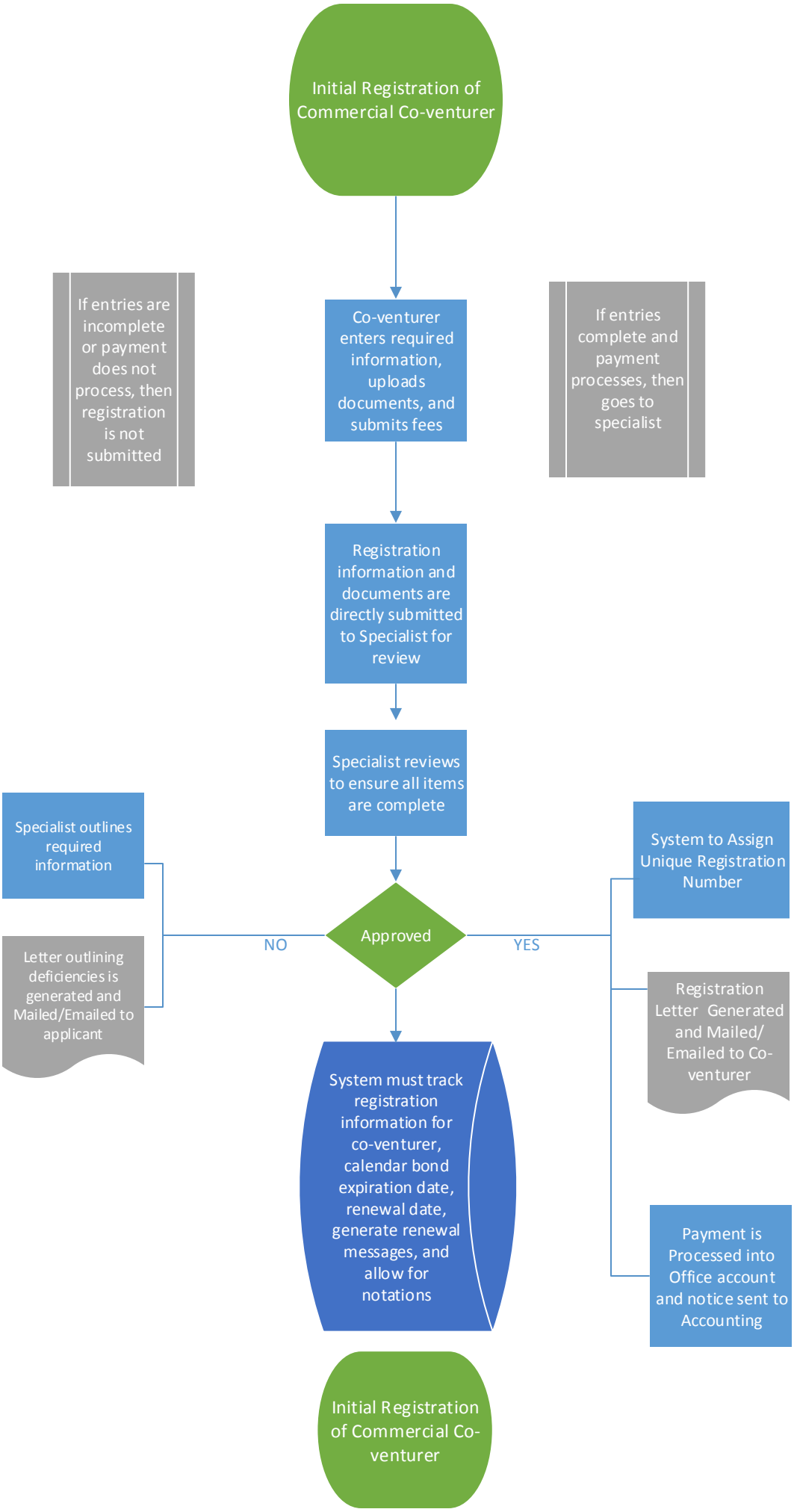
6. LRMS must have various automated processes. This includes but is not limited to:
   a. Updates that occur in real-time for all aspects
   b. An internal queue that allows items to be held until approvals are completed, then the transactions may be finalized and sent to OAG account

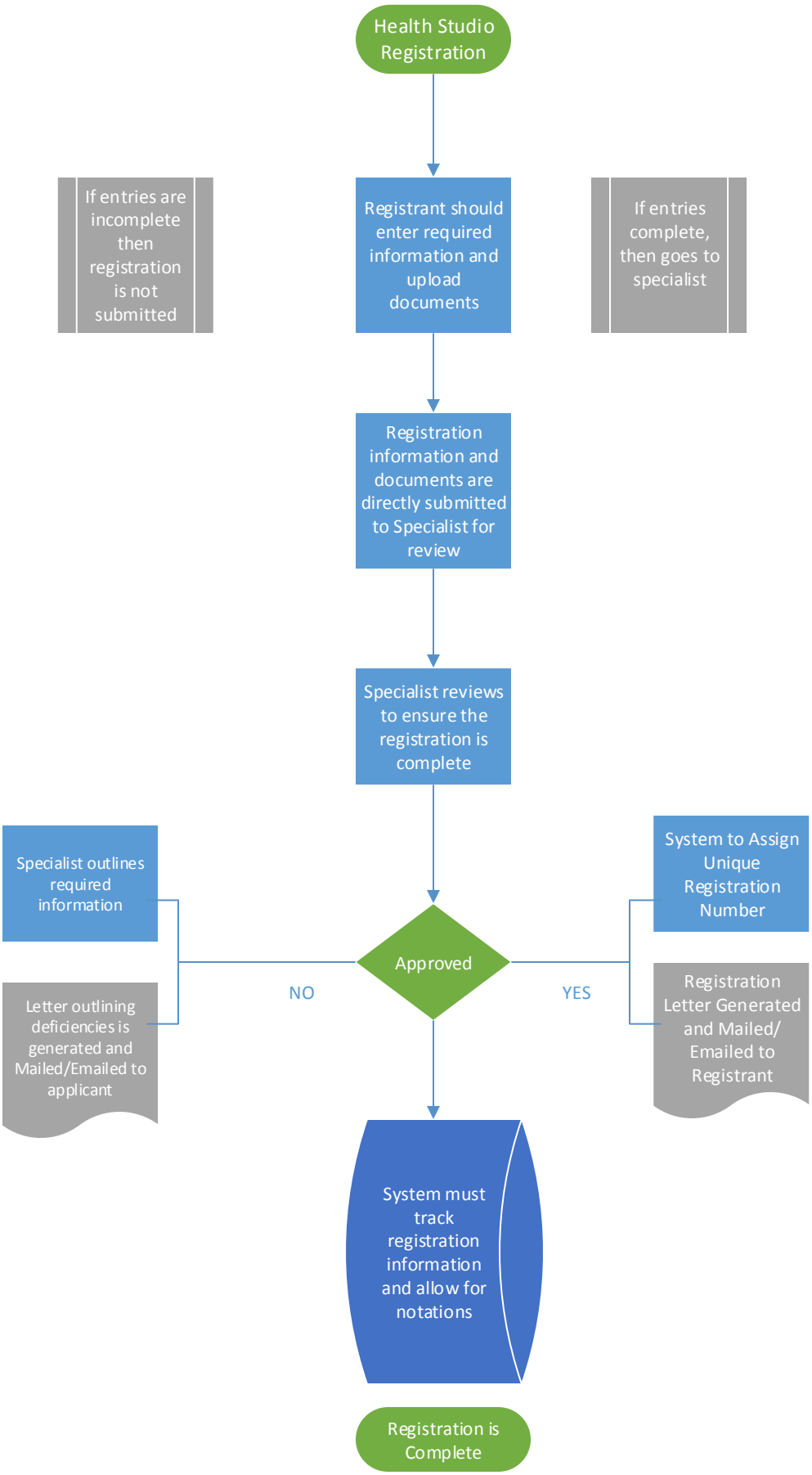
c. Capability of notifications and alerts
d. Capability to automatically generate documents and reports.

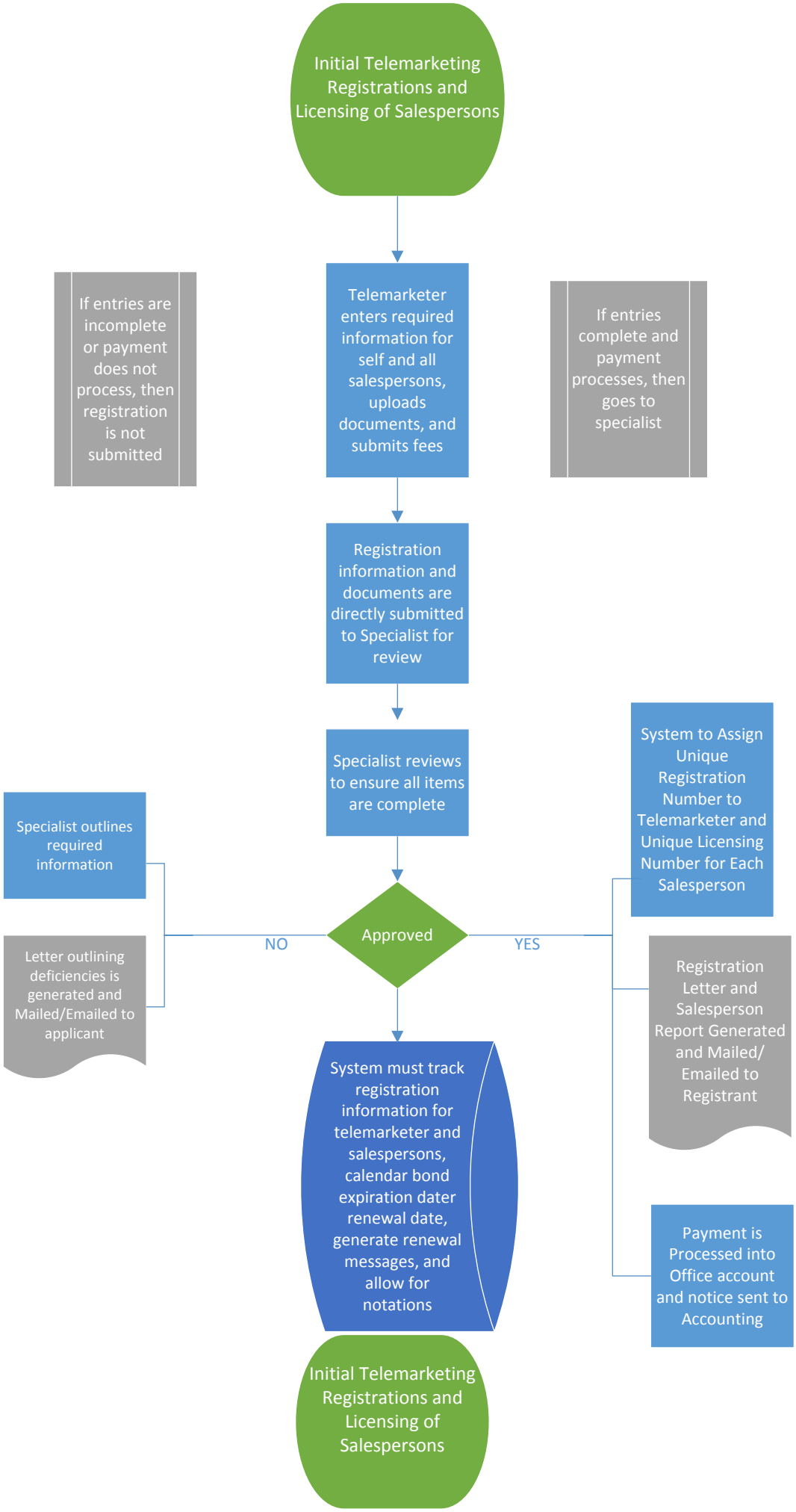

Initial Charity Registrations
If entries are incomplete or payment does not process, then registration is not submitted
Registrant should enter required information, upload documents, and submit fee
If entries complete and payment processes, then goes to specialist
Registration information and documents are directly submitted to Specialist for review
Specialist reviews to ensure the registration is complete
Specialist outlines required information
Letter outlining deficiencies is generated and Mailed/Emailed to applicant
NO
Approved
YES
System to Assign Unique Registration Number
Registration Letter Generated and Mailed/ Emailed to Registrant
Payment is Processed into Office account and notice sent to Accounting
System must track registration information, calendar renewal date, generate renewal messages, and allow for notations
Initial Registration is Complete

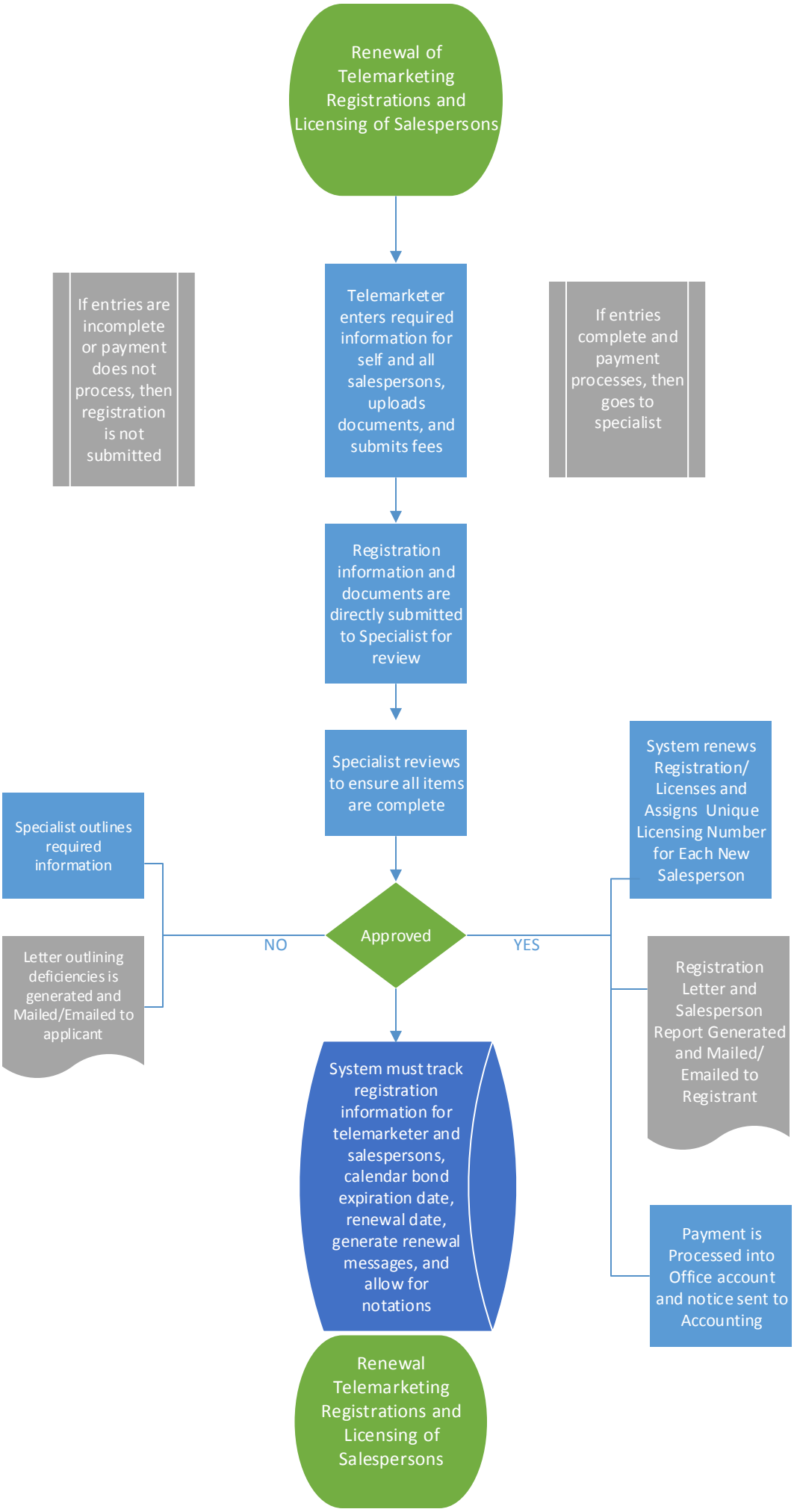

Charity Delinquencies
Monthly report of delinquent renewals without extension
30-day cease and desist letters/ emails generated
Charity Action in 30 days
NO
YES
Send our final notice
Charity renews by following renewal process
Delinquencies Action is Complete

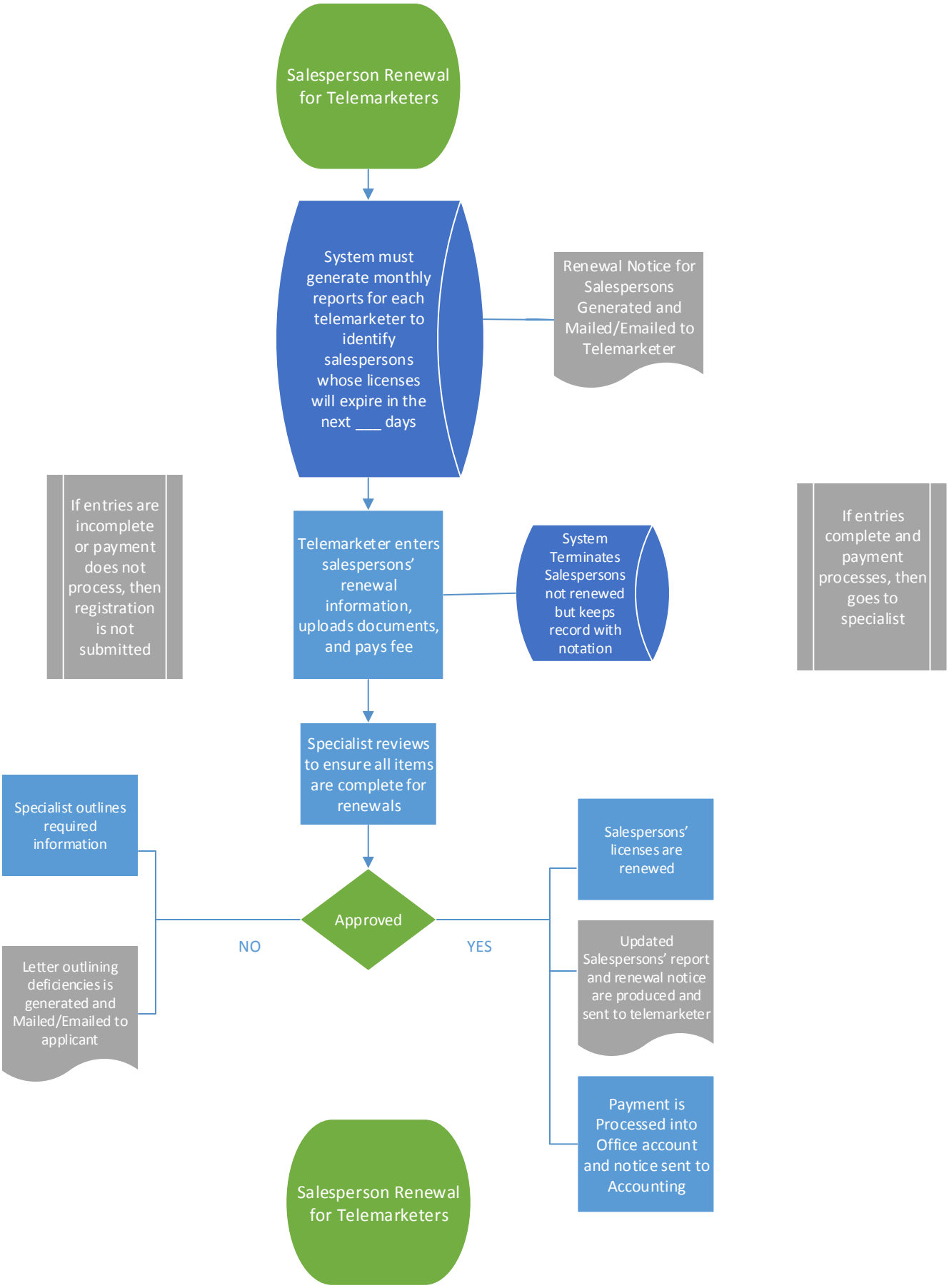

Renewal Charity Registrations
If entries are incomplete or payment does not process, then registration is not submitted
Registrant should enter required information, upload documents, and submit fee
Registrant requests Renewal Extension and submits fee
If entries complete and payment processes, then goes to specialist
Information and documents are directly submitted to Specialist for review
Specialist reviews to determine if renewal or extension request is complete
Specialist outlines required information
Letter outlining deficiencies is generated and Mailed/Emailed to applicant
NO
Information Complete
YES
Renewal Letter or Extension Letter Generated and Mailed/Emailed to Registrant
Payment is Processed into Office account and notice sent to Accounting
System must track renewal information, calendar renewal/ extension date, generate renewal/ extension messages, and allow for notations
Renewal Charity Registrations

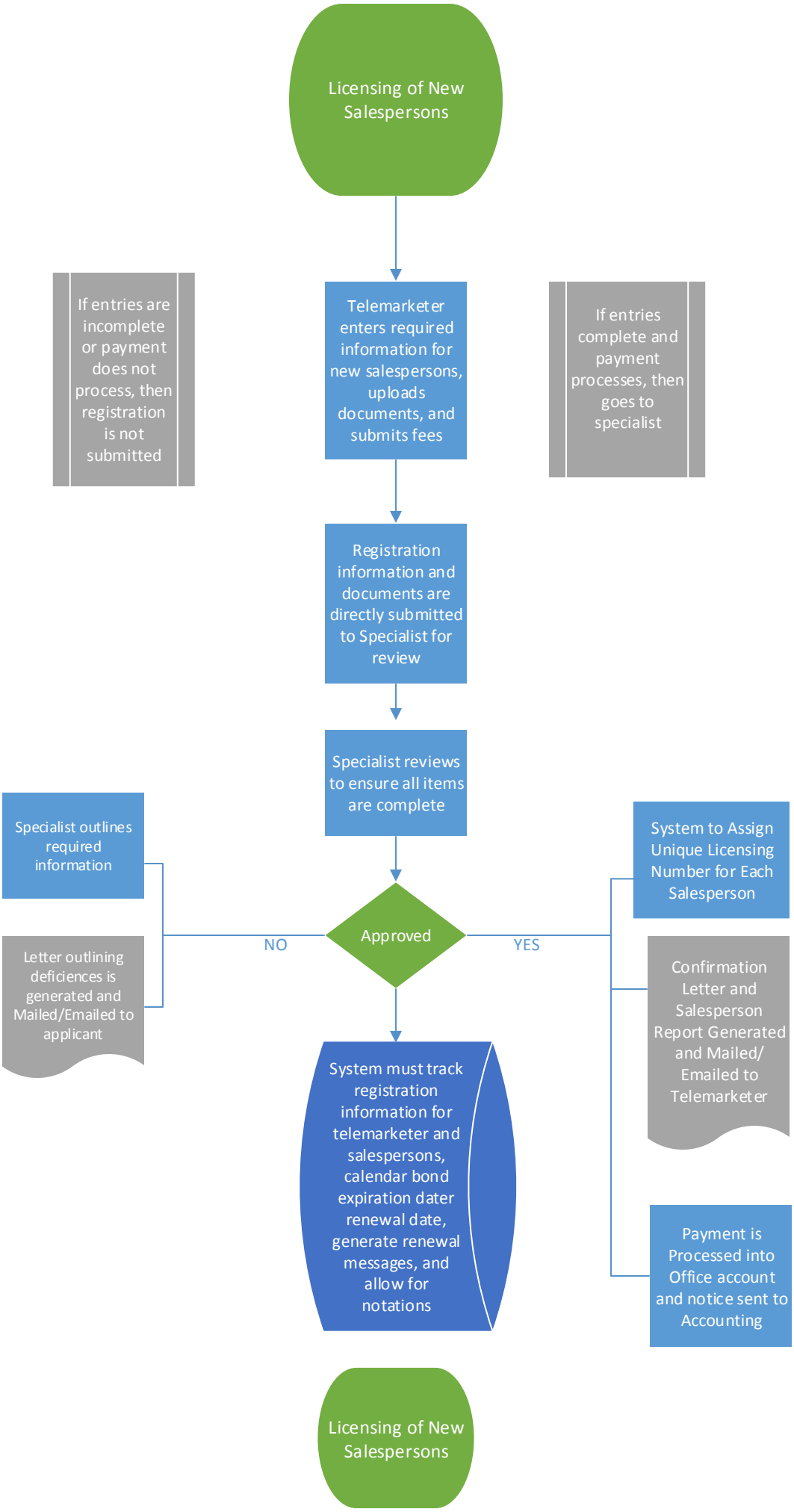

Initial Registration of Commercial Co-venturer
Co-venturer enters required information, uploads documents, and submits fees
If entries are incomplete or payment does not process, then registration is not submitted
If entries complete and payment processes, then goes to specialist
Registration information and documents are directly submitted to Specialist for review
Specialist reviews to ensure all items are complete
Approved
NO
YES
Specialist outlines required information
Letter outlining deficiencies is generated and Mailed/Emailed to applicant
System to Assign Unique Registration Number
Registration Letter Generated and Mailed/ Emailed to Co-venturer
Payment is Processed into Office account and notice sent to Accounting
System must track registration information for co-venturer, calendar bond expiration date, renewal date, generate renewal messages, and allow for notations
Initial Registration of Commercial Co-venturer

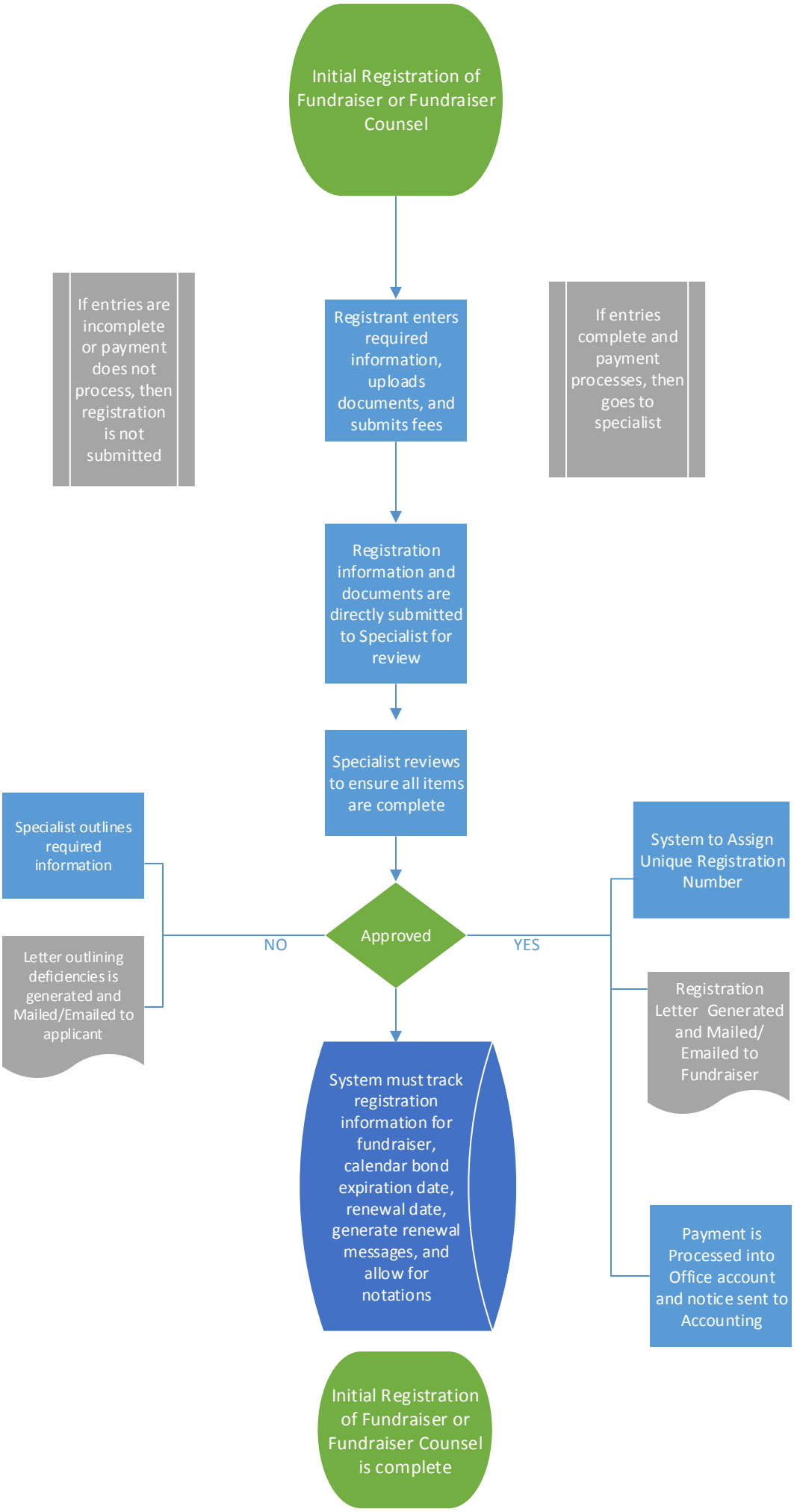

Health Studio Registration
If entries are incomplete then registration is not submitted
Registrant should enter required information and upload documents
If entries complete, then goes to specialist
Registration information and documents are directly submitted to Specialist for review
Specialist reviews to ensure the registration is complete
Specialist outlines required information
Letter outlining deficiencies is generated and Mailed/Emailed to applicant
NO
Approved
YES
System to Assign Unique Registration Number
Registration Letter Generated and Mailed/ Emailed to Registrant
System must track registration information and allow for notations
Registration is Complete

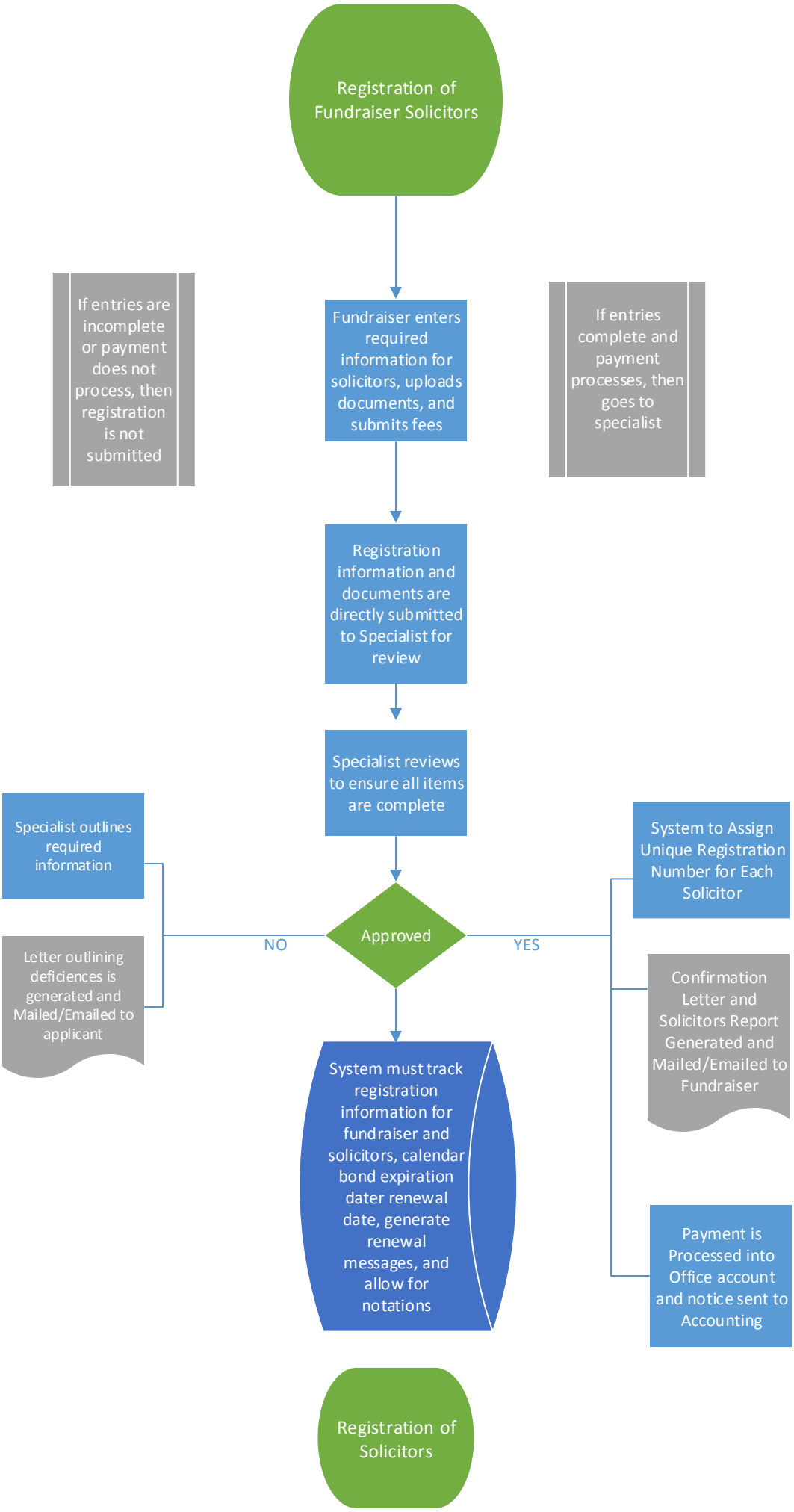

Initial Telemarketing Registrations and Licensing of Salespersons
Telemarketer enters required information for self and all salespersons, uploads documents, and submits fees
If entries are incomplete or payment does not process, then registration is not submitted
If entries complete and payment processes, then goes to specialist
Registration information and documents are directly submitted to Specialist for review
Specialist reviews to ensure all items are complete
Approved
NO
YES
Specialist outlines required information
Letter outlining deficiencies is generated and Mailed/Emailed to applicant
System to Assign Unique Registration Number to Telemarketer and Unique Licensing Number for Each Salesperson
Registration Letter and Salesperson Report Generated and Mailed/ Emailed to Registrant
Payment is Processed into Office account and notice sent to Accounting
System must track registration information for telemarketer and salespersons, calendar bond expiration dater renewal date, generate renewal messages, and allow for notations
Initial Telemarketing Registrations and Licensing of Salespersons

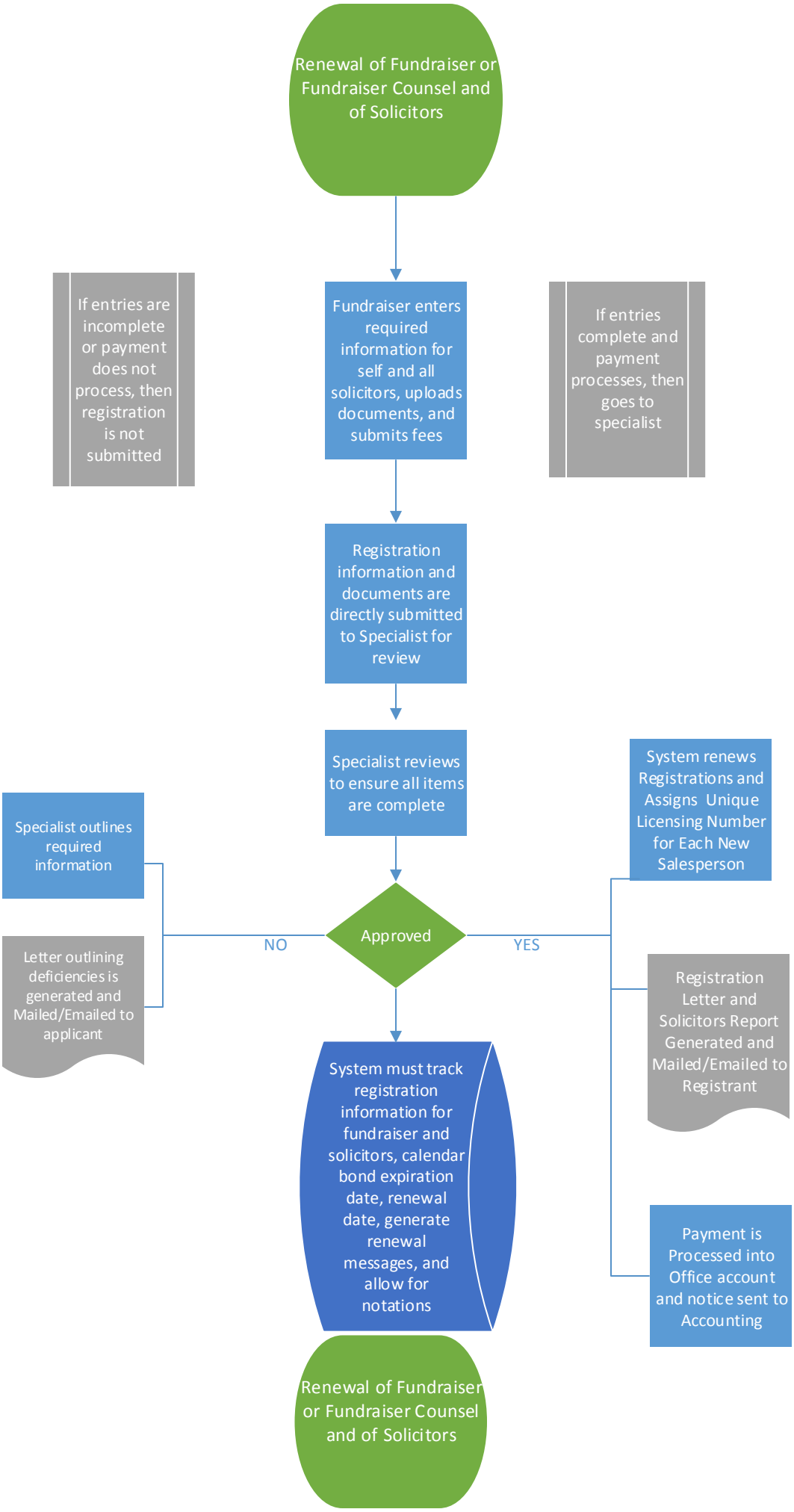

Renewal of Telemarketing Registrations and Licensing of Salespersons
Telemarketer enters required information for self and all salespersons, uploads documents, and submits fees
If entries are incomplete or payment does not process, then registration is not submitted
If entries complete and payment processes, then goes to specialist
Registration information and documents are directly submitted to Specialist for review
Specialist reviews to ensure all items are complete
Approved
NO
YES
Specialist outlines required information
Letter outlining deficiencies is generated and Mailed/Emailed to applicant
System renews Registration/ Licenses and Assigns Unique Licensing Number for Each New Salesperson
Registration Letter and Salesperson Report Generated and Mailed/ Emailed to Registrant
Payment is Processed into Office account and notice sent to Accounting
System must track registration information for telemarketer and salespersons, calendar bond expiration date, renewal date, generate renewal messages, and allow for notations
Renewal Telemarketing Registrations and Licensing of Salespersons


Salesperson Renewal for Telemarketers
System must generate monthly reports for each telemarketer to identify salespersons whose licenses will expire in the next ___ days
Renewal Notice for Salespersons Generated and Mailed/Emailed to Telemarketer
If entries are incomplete or payment does not process, then registration is not submitted
Telemarketer enters salespersons' renewal information, uploads documents, and pays fee
System Terminates Salespersons not renewed but keeps record with notation
If entries complete and payment processes, then goes to specialist
Specialist reviews to ensure all items are complete for renewals
Specialist outlines required information
Approved
NO
YES
Letter outlining deficiencies is generated and Mailed/Emailed to applicant
Salespersons' licenses are renewed
Updated Salespersons' report and renewal notice are produced and sent to telemarketer
Payment is Processed into Office account and notice sent to Accounting
Salesperson Renewal for Telemarketers


Licensing of New Salespersons
Telemarketer enters required information for new salespersons, uploads documents, and submits fees
If entries are incomplete or payment does not process, then registration is not submitted
If entries complete and payment processes, then goes to specialist
Registration information and documents are directly submitted to Specialist for review
Specialist reviews to ensure all items are complete
Approved
NO
YES
Specialist outlines required information
Letter outlining deficiences is generated and Mailed/Emailed to applicant
System to Assign Unique Licensing Number for Each Salesperson
Confirmation Letter and Salesperson Report Generated and Mailed/ Emailed to Telemarketer
Payment is Processed into Office account and notice sent to Accounting
System must track registration information for telemarketer and salespersons, calendar bond expiration dater renewal date, generate renewal messages, and allow for notations
Licensing of New Salespersons


Initial Registration of Fundraiser or Fundraiser Counsel
Registrant enters required information, uploads documents, and submits fees
If entries are incomplete or payment does not process, then registration is not submitted
If entries complete and payment processes, then goes to specialist
Registration information and documents are directly submitted to Specialist for review
Specialist reviews to ensure all items are complete
Approved
NO
YES
Specialist outlines required information
Letter outlining deficiencies is generated and Mailed/Emailed to applicant
System to Assign Unique Registration Number
Registration Letter Generated and Mailed/ Emailed to Fundraiser
Payment is Processed into Office account and notice sent to Accounting
System must track registration information for fundraiser, calendar bond expiration date, renewal date, generate renewal messages, and allow for notations
Initial Registration of Fundraiser or Fundraiser Counsel is complete


Registration of Fundraiser Solicitors
If entries are incomplete or payment does not process, then registration is not submitted
Fundraiser enters required information for solicitors, uploads documents, and submits fees
If entries complete and payment processes, then goes to specialist
Registration information and documents are directly submitted to Specialist for review
Specialist reviews to ensure all items are complete
Specialist outlines required information
Letter outlining deficiences is generated and Mailed/Emailed to applicant
NO
Approved
YES
System to Assign Unique Registration Number for Each Solicitor
Confirmation Letter and Solicitors Report Generated and Mailed/Emailed to Fundraiser
Payment is Processed into Office account and notice sent to Accounting
System must track registration information for fundraiser and solicitors, calendar bond expiration dater renewal date, generate renewal messages, and allow for notations
Registration of Solicitors


Renewal of Fundraiser or Fundraiser Counsel and of Solicitors
Fundraiser enters required information for self and all solicitors, uploads documents, and submits fees
If entries are incomplete or payment does not process, then registration is not submitted
If entries complete and payment processes, then goes to specialist
Registration information and documents are directly submitted to Specialist for review
Specialist reviews to ensure all items are complete
Approved
NO
YES
Specialist outlines required information
Letter outlining deficiencies is generated and Mailed/Emailed to applicant
System renews Registrations and Assigns Unique Licensing Number for Each New Salesperson
Registration Letter and Solicitors Report Generated and Mailed/Emailed to Registrant
Payment is Processed into Office account and notice sent to Accounting
System must track registration information for fundraiser and solicitors, calendar bond expiration date, renewal date, generate renewal messages, and allow for notations
Renewal of Fundraiser or Fundraiser Counsel and of Solicitors

Appendix B:
Customer References

Please provide three customer references that the Alabama OAG may contact that have used the solution you are proposing for at least six months:

REFERENCE 1

Company Name	
Contact Name	
Contact Telephone Number	
Contact E-mail	
Company Address	
Description of Solution provided	
Benefits of Solution provided	

REFERENCE 2

Company Name	
Contact Name	
Contact Telephone Number	
Contact E-mail	
Company Address	
Description of Solution provided	
Benefits of Solution provided	

REFERENCE 3

Company Name	
Contact Name	
Contact Telephone Number	
Contact E-mail	
Company Address	
Description of Solution provided	
Benefits of Solution provided	

Appendix B:
Customer References

Complete the following information – please print or type.		
Company Name		
Address		
City	State	Zip Code
Authorized Representative Name		
Title	Telephone Number	
Email		
Vendor's Signature (Sign in ink)		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

OFFICE OF THE ATTORNEY GENERAL

ADDRESS

501 WASHINGTON AVENUE / POST OFFICE BOX 300152

CITY, STATE, ZIP

TELEPHONE NUMBER

MONTGOMERY ALABAMA 36130-0152 (334) 242-7305

This form is provided with:

☐ Contract ☐ Proposal ☒ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

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

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

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.

Disclosure Statement Information and Instructions

Section 41-16-82, *Code of Alabama* 1975 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. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts, and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

Pursuant to Section 41-16-84 (b), *Code of Alabama* 1975 the State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information as required.

Pursuant to Section 41-16-86, *Code of Alabama* 1975, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Section 41-16-81, *Code of Alabama* 1975

(1) **Family Member of a Public Employee** – The spouse or a dependent of the public employee.

(2) **Family Member of a Public Official** – The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, or a sibling and his or her spouse, of the public official.

(3) **Family Relationship** – A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

(4) **Person** – An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

(5) **Public Official and Public Employee** - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), *Code of Alabama* 1975, (see below) except for the purposes of the disclosure requirements of this article, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature. (Note: The definitions for public official and public employee are now denoted as Sections 36-25-1 (25) and 36-25-1 (26), *Code of Alabama* 1975. However, Section 41-16-86 (5), *Code of Alabama* 1975 has not been codified to reflect such updates.)

Section 36-25-1(25), *Code of Alabama* 1975, defines a **public employee** as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(26), *Code of Alabama* 1975, defines a **public official** as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-13-40, *Code of Alabama* 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

THE DISCLOSURE STATEMENT MUST BE SIGNED, DATED, AND NOTARIZED PRIOR TO SUBMISSION.

Appendix D

Insurance Requirements

A. GENERAL LIABILITY INSURANCE

(1) Policy Coverage. All liability insurance will be provided by the Insurance Services Office (ISO) Commercial General Liability Coverage form (current edition as of the effective date of the Contract) on an "occurrence" basis, or an equivalent liability form that is at least as broad.

(2) Limits Required.

- General Aggregate $2,000,000
- Products-Completed Operations Aggregate $2,000,000
- Each Occurrence $1,000,000

(3) This insurance will apply to insurable obligations of the Indemnity Clause in the Contract and the Commercial General Liability policy will not be restricted in this respect.

(4) Policy Endorsement. The policy will be amended as follows:

"This policy expressly provides:

i "Insured contracts" coverage applies to contracts of the Vendor with the State of Alabama and the Office of the Attorney General.

ii In the event of cancellation or material reduction in coverage, thirty (30) days registered mail notice of such cancellation or material reduction will be given to the Office of the Attorney General.

(5) Additional Insured. The Office of the Attorney General and their employees will be named as "additional insureds" on Contractor's General Liability policies. Coverage will be written on an ISO Occurrence Form or equivalent coverage.

B. AUTOMOBILE LIABILITY INSURANCE

In the event that services delivered pursuant to the Contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required as follows:

(1) Policy Coverage. All auto liability insurance will be provided by the ISO Business Auto Coverage form or an equivalent automobile policy that is at least as broad.

(2) Autos covered. Coverage will apply to any automobile operated by or on behalf of the Contractor.

(3) Limits required (either option).

- Combined Single Limit $1,000,000
- Split Limit

  Bodily Injury Per Person $1,000,000
  Per Accident $1,000,000
  PD Per Accident $1,000,000

C. WORKERS' COMPENSATION INSURANCE

(1) Policy Coverage. Standard Workers' Compensation.

(2) Limits. Alabama Statutory benefits.

D. PROFESSIONAL LIABILITY/ERRORS AND OMMISSIONS INSURANCE

When any system technicians or engineers, web/cyber architects or engineers, project/program managers/administrators, training professionals, electronic data processing (EDP) professionals including but not limited to system programmers, hardware and software designers/consultants or other professional consultants perform work or services in connection with this Contract, Professional Liability Insurance (including covering acts, errors or omissions) must be maintained with limits of not less than $2,000,000. Coverage must include performance of or failure to perform EDP, performance of or failure to perform other computer services and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Contract.

Subcontractors performing professional services for the Contractor must maintain limits of not less than $1,000,000 with the same terms herein.

CERTIFICATE OF INSURANCE

This is to certify to the State of Alabama, that the described policies are in force.

_____
Insurance Company

_____
Insured

_____

_____
Address of Insured

Description of Operations/Locations/Vehicles: Special Provisions

TYPE OF INSURANCE	POLICY #	POLICY PERIOD	LIMITS OF LIABILITY
STANDARD WORKER'S COMPENSATION			Alabama Statutory Requirements
GENERAL LIABILITY Commercial General Liability Occurrence Form			Per Occurrence $_____ Products/Completed Operations Aggregate $_____ General Aggregate $_____
Professional Liability ☐ Claims Made ☐ Occurrence			Per Claim $ _____ Per Occurrence $_____ Aggregate $ _____
AUTOMOBILE LIABILITY Any Auto			Combined Single Limit $_____ Bodily Injury (per person) $_____ Bodily Injury (per accident) $_____ Property Damage $
EXCESS LIABILITY ☐ Umbrella Form ☐ Other Excess			Each Occurrence $ _____ Aggregate $ _____

In the event of cancellation of or material reduction in coverage, thirty (30) days' registered mail notice of such cancellation or material reduction will be given to:

_____
Name of Local Authorized Representative

_____
Date Issued

_____

_____
Address

_____
Signature of Local Authorized Representative

Appendix D

RFP OAG Licensing and Registration Management System

Complete the following information – please print or type.		
Company Name		
Address		
City	State	Zip Code
Authorized Representative Name		
Title	Telephone Number	
Email		
Vendor's Signature (Sign in ink)		Date

APPENDIX E

This Office of the Attorney General Contract Packet contains required documentation and procedural information mandated by law, of all State of Alabama governmental entities when securing contracts. Contractors must follow all guidelines and procedures in order for a contract to be executed between the contractor and the Office of the Attorney General.

Required Contract Forms and Documentation Overview

(Note: All forms are available in electronic format via our website at http://www.ago.alabama.gov/Page-Resources)

Contract Review Report

The Contract Review Report form is the required cover page for non-legal services contracts submitted to Contract Review Permanent Legislative Oversight Committee.

Disclosure Statement (Section 41-16-82, Code of Alabama 1975)

The disclosure statement must be completed and filed with all contracts to the State of Alabama in excess of five thousand dollars ($5,000).

Pursuant to Section 41-16-84 (b), Code of Alabama 1975 the State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information as required.

Pursuant to Section 41-16-86, Code of Alabama 1975, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed ten thousand dollars ($10,000). The contract shall be voidable by the awarding entity.

Standard Invoice for Non-Attorney Services

The Attorney General requires the submission of invoices within the contracting period using the Standard Invoice for Non-Attorney Services. A copy of this form is included in this Appendix.

W-9 Form and Instructions

In order for payment to be processed with the Department of Finance, contractors are required to submit a completed IRS form W-9. The W-9 provides your taxpayer identification number for you or your business when providing services to the state.

Additional Requirements

If the Vendor is located in Alabama or employs an individual or individuals within the State of Alabama, the Vendor shall provide a copy of its Employment Eligibility Verification (E-Verify) Memorandum of Understanding (MOU). Further, the Vendor must also complete and return the Certificate of Compliance form.

If the Vendor is not located in the State of Alabama and does not employ an individual or individuals within the State of Alabama, then an E-Verify MOU is not required. Instead, the Vendor shall complete and return the certification of Compliance form.

Contract Review Permanent Legislative Oversight Committee
Alabama State House
Montgomery, Alabama 36130

CONTRACT REVIEW REPORT

(Separate review report required for each contract)

Name of State Agency:_____

Name of Contractor:_____

_____ _____ _____
Contractor's Physical Street Address (No P.O. Box) City ST

***** Is Contractor organized as an Alabama Entity in Alabama? YES_____NO_____
***** If not, has it qualified with the Alabama Secretary of State to do business in Alabama? YES_____NO_____

Is Act 2001-955 Disclosure Form Included with this Contract? YES_____NO_____
Does Contractor have current member of Legislature or family member of Legislator employed? YES_____NO_____
Was a lobbyist/consultant used to secure this contract OR affiliated with this contractor? YES_____NO_____
If Yes, Give Name:_____

Contract Number:_____

Contract/Amendment Total: $_____(estimate if necessary)

% State Funds:_____ % Federal Funds:_____ % Other Funds:_____**

**Please Specify Source of Other Funds (Fees, Grants, etc.) _____

Date Contract Effective:_____Date Contract Ends:_____

Type Contract: NEW:_____RENEWAL:_____AMENDMENT:_____
If Renewal, was it originally Bid? Yes_____No_____

If AMENDMENT, Complete A through C:

(A) Original contract total $_____

(B) Amended total prior to this amendment $_____

(C) Amended total after this amendment $_____

Was Contract Secured through Bid Process? YES_____NO_____Was lowest Bid accepted? Yes_____No_____

Was Contract Secured through RFP Process? YES_____NO_____**Date RFP was awarded:_____**
Posted to Statewide RFP Database at http://rfp.alabama.gov/Login.aspx YES_____No_____
If no, please give a brief explanation:

Summary of Contract Services to be Provided:_____

_____

_____

Why Contract Necessary **AND** why this service cannot be performed by merit employee: _____

_____

_____

I certify that the above information is correct.

_____ _____
Signature of Agency Head Signature of Contractor

_____ _____
Printed Name Printed Name

Agency Contact:_____Phone:_____

Revised: 2/20/2013

Disclosure Statement Information and Instructions

Section 41-16-82, *Code of Alabama* 1975 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. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts, and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

Pursuant to Section 41-16-84 (b), *Code of Alabama* 1975 the State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information as required.

Pursuant to Section 41-16-86, *Code of Alabama* 1975, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Section 41-16-81, *Code of Alabama* 1975

(1) **Family Member of a Public Employee** – The spouse or a dependent of the public employee.

(2) **Family Member of a Public Official** – The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, or a sibling and his or her spouse, of the public official.

(3) **Family Relationship** – A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

(4) **Person** – An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

(5) **Public Official and Public Employee** - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), *Code of Alabama* 1975, (see below) except for the purposes of the disclosure requirements of this article, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature. (Note: The definitions for public official and public employee are now denoted as Sections 36-25-1 (25) and 36-25-1 (26), *Code of Alabama* 1975. However, Section 41-16-86 (5), *Code of Alabama* 1975 has not been codified to reflect such updates.)

Section 36-25-1(25), *Code of Alabama* 1975, defines a **public employee** as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(26), *Code of Alabama* 1975, defines a **public official** as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-13-40, *Code of Alabama* 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

THE DISCLOSURE STATEMENT MUST BE SIGNED, DATED, AND NOTARIZED PRIOR TO SUBMISSION.

State of Alabama
Disclosure Statement

Required by Article 3B of Title 41, *Code of Alabama* 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP | TELEPHONE NUMBER ( )

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

OFFICE OF THE ATTORNEY GENERAL

ADDRESS

501 WASHINGTON AVENUE

CITY, STATE, ZIP | TELEPHONE NUMBER

MONTGOMERY ALABAMA | **(334) 242-7305**

This form is provided with:

☐ Contract ☐ Proposal ☒ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

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

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

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

Article 3B of Title 41, *Code of Alabama* 1975 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.

NON-ATTORNEY SERVICES
(Experts, Court Reporters, etc.)

Name of Hiring Attorney: _____

Style of Case: _____ v. _____

Case Number: _____

Type of Service: _____

Name of Provider: _____

Mailing Address _____

City: _____ State: _____ Zip: _____

Name of Person Providing Service, if Different than Above: _____

Business Phone: ( ) _____ Taxpayer ID#: _____

E-mail Address: _____

Date	Description of Services Provided	Hours (in tenths)	Approved Rate		Amount
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	

TOTALS $

State of _____

_____ County

AFFIDAVIT

Before me, the undersigned Notary Public, in and for the said County and State, personally appeared the undersigned affiant, who is known to me and after first being duly sworn by me deposes and states under oath of as follows: that the claims for payment herewith made against the State of Alabama reflect actual services performed and/or expenses for the State of Alabama and are in all respects true and correct.

_____

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____ 20 _____

My Commission expires: _____

_____

Notary Public Signature

NOTE: Attorney/Firm must provide supporting documentation of payment for services.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▸

☐ Other (see instructions) ▸

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Taxpayer Identification Number (TIN)

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

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

Social security number

– –

Employer identification number

–

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▸** **Date ▸**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

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

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

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

State of)

County of)

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

DATE:

RE Contract/Grant/Incentive (describe by number or subject):

by and between

(Contractor/Grantee) and

(State Agency, Department or 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.

   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and 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.

(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, the 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. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors 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

REQUIRED CONTRACT LANGUAGE

PROFESSIONAL SERVICES CONTRACT
BETWEEN THE ALABAMA OFFICE OF THE ATTORNEY GENERAL
AND

_____

Because of an identifiable need for professional services to assist the Office of the Attorney General (hereinafter referred to as the Office) providing a licensing and registration management system, _____ (hereinafter referred to as the Contractor) and the Office have entered into a contract for the provision of such services effective August 1, 2016.

WHEREAS, the Office has statutory authority to enter into contracts with any private person, organization, or group; and

WHEREAS, the Office has a need for the professional services;

NOW, therefore, the Office and the Contractor, intending to be mutually bound and in consideration of the mutual covenants and stipulations set out herein, agree as follows:

I. Services to be Provided:

The Contractor represents to the Office that it can and will provide services as outlined in Attachment One, which is the Office's Request for Proposal (RFP). The Contractor and the Office agree that the provision of services shall be consistent with the terms outlined in the Contractor's Response to the Office's RFP, which is herein identified as Attachment Two.

II. Period of Contract:

This contract shall be let for a period of two years beginning August 1, 2016. At that time, the Contractor will commence performance of the contract and shall complete performance on or before July 31, 2018. Such contract is also subject to an additional two-year renewal period.

III. Termination of Contract

A. The contract may be terminated at any earlier date upon mutual agreement of the

parties, or upon a thirty-day written notice by one of the contracting parties to the other contracting party.

B. The Contractor will cease work upon receipt of the Office's termination notice, and all costs incurred prior to the issuance and receipt of cancellation shall be paid by the Office.

C. It is expressly understood and agreed by the parties hereto that the Office shall, in all events, anything herein to the contrary notwithstanding, have the option to terminate this Contract at the end of any fiscal year of the State of Alabama so as not to be obligated under the terms herein for the following fiscal year.

IV. Financial Arrangements:

A. The parties hereto agree that this contract is a fee for services contract and that the fees for shall be charged as specified in Attachment Two.

1. In the event of cancellation of the contract by either party, payment shall be made as specified above.

B. The Contractor shall submit an itemized written statement or invoice for services provided during the course of the contract based upon completion of phases identified in Attachment Two. Such invoice shall be submitted using the Standard Invoice for Non-Attorney Services. The presentation of the invoice shall adhere to the RFP requirements as identified in Appendix C of Attachment One.

V. Indemnity

A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the OAG, and its agents, employees, and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly

employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

1. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage that arise out of, relate to, or result from performance of the services.

2. This indemnification does not apply to the extent of the sole negligence of the OAG.

VII. Insurance

The Contractor agrees to secure and maintain insurance as required in Appendix D of Attachment One, which a part of this Contract by reference. All insurance shall be provided by insurers licensed to do business in Alabama and insurers must be rated "A-" or better by the A.M. Best Company. Before beginning any work, the Contractor shall have on file with the OAG a valid Certificate of Insurance showing the types and limits of insurance carried.

VIII. Merit System Benefits Excluded:

It is further understood that the Contractor is an independent contractor; and, as such is not entitled to the benefits of the State Merit System Act for any work which is done for the Office under any terms of this agreement.

IX. Findings Confidential:

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this agreement which the Office requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Office, unless such confidentiality would be contrary to the laws of the State of Alabama or the United States.

X. Coordination Contact:

The Office agrees to designate a single source contact for the purpose of coordination and problem-

solving during the terms of this contract. The designation shall be made in writing immediately after the signatures to the agreement have been obtained.

XI. Equal Employment Opportunity:

There shall be no discrimination against any employee who is employed in the work covered by this agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

XII. Availability of Funds:

This agreement is conditional upon the receipt of sufficient funds from the Alabama Legislature.

XIII. Not to Constitute a Debt of the State

Under no circumstances shall the commitments by the Office contained herein constitute a debt of the State of Alabama as prohibited by Section 213 of the Constitution of Alabama 1901, as amended by Amendment 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then such conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

XIV. Alternative Dispute Resolution Clause

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute

resolution including, but not limited to, mediation.

XV. Proration Cancellation Clause

In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

XVI. Immigration Clause

By signing this contract, the contracting parties affirm, for the duration of the contract, 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on this _____ day of July 2016.

ALABAMA OFFICE OF THE ATTORNEY GENERAL

_____

Luther Strange
Attorney General

_____

Robert Bentley
Governor of Alabama

CONTRACTOR

_____

Contractor Name
Government Contracts

_____

Contractor's FEIN