

**ALABAMA STATE
BOARD OF PUBLIC ACCOUNTANCY
REQUEST FOR PROPOSAL**

**LICENSE, CONTINUING PROFESSIONAL EDUCATION,
COMPLAINT, AND ENFORCEMENT TRACKING SYSTEM**

SECTION I – INTRODUCTION AND PROCEDURAL INFORMATION

1.1 PURPOSE.

The Alabama State Board of Public Accountancy (ASBPA) has issued this Request for Proposals (RFP) to seek proposals from qualified firms (Vendors) to provide an integrated licensing, continuing professional education tracking, complaint and enforcement tracking system. “Services” include web hosting, consulting and support services and all necessary administrative and support services that will enable the Board to track databases, revenue, documents and manage document imaging, with a web inquiry interface, and to provide maintenance and help desk support for such system.

1.2 RFP NAME.

The ASBPA has assigned the following RFP Identification Name, and it must be referenced in all Communications regarding the RFP:

RFP 15-01: License, Continuing Professional Education, Complaint and Enforcement Tracking System

1.3 RESPONSE PREPARATION AND PROPOSAL FORMAT.

This RFP is issued in accordance with the requirements of Code of Alabama 1975, § 41-16-72. This RFP is not an offer to contract but seeks the submission of proposals from interested professional service providers that may form the basis for negotiation of a professional service contract. Proposals must be prepared in compliance with all instructions, conditions and requirements included in this RFP. Vendors are responsible for examining all documentation, schedules and requirements relevant to this RFP, and failure to observe all terms and conditions may cause any submitted proposal to be invalid. Information submitted by vendors must be sufficiently detailed to verify that services offered meet or exceed required specifications. Unless otherwise stated, the requirements outlined in this RFP are mandatory, and the ASBPA reserves the right to use information available from any source other than vendors in the process of evaluating and selecting a suitable proposal. *The ASBPA reserves the right to reject any or all proposals and to solicit additional proposals if that is determined to be in the best interests of the ASBPA.*

1.4 SUBMISSION OF PROPOSALS.

Vendors must submit a signed and notarized printed proposal with one (1) additional printed copy. In addition, a soft copy on a CD/DVD or USB flash drive that is properly labeled, and containing ALL TECHNICAL AND PRICING DATA, must be submitted. **Any proposals submitted, that do not adhere to the instructions for submission, will not be accepted.** Whether mailed or hand delivered, proposals must be received in the Office of the ASBPA, 770 Washington Avenue, Suite 226, Montgomery, Alabama 36104, no later than 5:00 p.m., Central Standard Time, November 10, 2014. The proposal and documentation become the property of the Board and will not be returned. It is the responsibility of each provider to ensure that the proposal is delivered at the proper time and place. It is the intent of the ASBPA to evaluate all proposals in a standardized and objective manner. For this reason, proposals that do not conform to the format specified in this RFP and which are not delivered as specified in this RFP will not be considered.

1.4.1 LOCATION.

Proposals must be received at the location below by the date and time specified in the Submission of Proposals at Section 1.4:

Alabama State Board of Public Accountancy

ATTN: Carol J. Preston, RFP Coordinator

(via US Postal): P.O. Box 300375, Montgomery, AL 36130-0375

OR

(via Courier UPS/FedEx): 770 Washington Avenue, Suite 226, Montgomery, AL 36104-3807

It must be the respondent's sole risk to assure delivery at the designated location by the designated time. A RFP received after the deadline may not be accepted and may be disqualified from further consideration.

1.5 RFP WEBSITE.

This RFP, and all notices, amendments, and public communication regarding this RFP will be posted at the following websites:

<http://www.asbpa.alabama.gov>

<http://rfp.alabama.gov>

Reasonable effort will be made to maintain reliable and efficient access to this site and its associated content. However, the ASBPA is not liable for any respondent's problems or errors (including but not limited to missed deadlines) that may arise due to temporary technical failures related to this website.

1.5.1 LETTER OF INTENT.

A letter of the ASBPA's intent to issue this RFP was posted on October 10, 2014 and placed on the ASBPA's website at <http://www.asbpa.alabama.gov>.

1.6 DISCLAIMERS.

All statistical and fiscal information contained in the RFP and its exhibits, including amendments and modifications thereto, reflect the best and most accurate information available to the ASBPA at the time of RFP preparation. No inaccuracies in such data must constitute a basis for an increase in payments to the respondent, a basis for delay in performance, nor a basis for legal recovery of damages – actual, consequential or punitive – except to the extent that such inaccuracies are shown by clear and convincing evidence to be the result of intentional misrepresentation by the ASBPA.

The RFP does not obligate the ASBPA to contract for services specified herein. The respondent is advised that a contract is valid and enforceable only if sufficient funds have been appropriated to conduct the stipulated undertaking. Additionally, that contract is subject to any additional restrictions, limitations, or conditions enacted, which may affect the provisions, terms, or funding of the contract in a timely manner.

1.7 LICENSURE.

Before an agreement pursuant to this RFP can be contracted, the respondent must hold all applicable business and professional licenses required to transact business in the State of Alabama. The ASBPA may require respondents to submit proof of licensure accordingly.

1.7.1 COMPLIANCE WITH BEASON-HAMMON AL TAXPAYER/CITIZEN PROTECTION ACT (ACT 2012-491)

Act 2012-491 of the Alabama Legislature, codified as Code of Alabama 1975, §§ 31-13-1 et seq., regulates Illegal immigration in the State of Alabama. Effective April 1, 2012, all contracts with the State or a political subdivision thereof must comply with the provisions of that law whether or not the vendor has a presence in Alabama or the work will be performed outside of the State. Compliance with Act 2012-491 is due upon contract award and not part of the RFP process. Information regarding Act 2012-491 can be found at the following website:

<http://immigration.alabama.gov/>

Compliance with Act 2012-491 is due upon contract award and not part of the RFP process (Exhibit 4).

1.8 PROJECT COSTS.

Respondents/vendors are solely responsible for the cost of preparing their proposals. Neither the ASBPA nor the state has any liability for any costs incurred by a prospective vendor, responding to this RFP for the preparation, production, demonstration, presentation or any other work performed prior to the issuance of a contract. If this RFP is cancelled at any time in the proposal process, vendors may not collect any costs incurred in preparation of their proposals.

1.8.1 INCIDENTAL COSTS.

The Alabama State Board of Public Accountancy, 770 Washington Avenue, Suite 226, Montgomery, Alabama 36104 is the primary location where major work and project operations are to be performed, completed, and managed.

All costs associated with travel to Montgomery by the respondent/vendor for the project, as well as associated costs for lodging and per diem, must be inclusive as part of the respondent's Cost Proposal, but should not be broken out separately. The respondent/vendor is expected to cover travel and related costs for the project and will not be reimbursed by the State of Alabama. All requests for consideration of alternative work sites based upon project roles and/or limited client/user interaction must be reviewed by the ASBPA and require ASBPA's express approval.

1.9 RESPONSIVENESS.

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The respondent is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. Any RFP that does not meet the requirements and provide all required documentation may be considered non-responsive.

The ASBPA also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

1.10 REVISIONS TO THE RFP.

In the event it becomes necessary to revise any part of this RFP, addenda will be posted on the websites listed in Section 1.5. For this purpose, the published questions and answers and any other pertinent information will be considered an addendum to the RFP and also posted on the website. If the changes are of major / extensive concern, the ASBPA may, at its discretion, withdraw this RFP any may / may not issue a follow-up replacement RFP. Failure to incorporate addenda in submitted responses may result in the Respondent's proposal being categorized Non-Responsive and may result in disqualification.

1.11 SOURCE FOR PROPOSAL REQUIREMENTS.

Proposals must be based solely on this RFP. The ASBPA is not bound by oral explanations or instructions given during the procurement process, unless specifically included in this RFP, as a subsequent addenda issued prior to the closing date.

1.12 PROPOSAL VALIDITY.

Submitted proposals must be valid for at least ninety (90) days after the closing date of this RFP.

1.13 PERFORMANCE GUARANTEE.

Within ten working days after notification of award, the successful vendor must provide an acceptable performance bond to the ASBPA in an amount equal to one hundred percent (100%) of the total proposal as a guarantee for delivery, implementation and acceptance of services in compliance with specifications, and as a warranty that services awarded meet all performance standards and criteria outlined in this RFP. If a vendor fails to deliver, implement or perform to the satisfaction of the ASBPA during the acceptance period, the contracting authorities for the ASBPA reserve the right to proceed against the performance bond and to cancel any purchase orders and any associated agreements without incurring present or future liability to the ASBPA. The performance bond must remain in place for a period of thirty calendar days after the system is placed in production status without significant downtime caused by system failure. If significant downtime occurs because of system failure, the evaluation period will be extended for an additional thirty days. The ASBPA will be the custodian of the performance bond, and the bond will be returned to vendor when the project is completed and the Board of Public Accountancy has signed an acceptance agreement.

1.14 ORAL PRESENTATIONS.

Oral presentations may be requested if necessary to properly clarify compliance with the requirements of this RFP. The ASBPA will not be liable for any costs associated with oral presentations.

1.15 CONVERSION.

The proposal must include the conversion of the current licensing database system. The current system is available for vendors to review BY APPOINTMENT ONLY. Please contact Carol J. Preston, Chief Operating Officer, 770 Washington Avenue, Suite 226, Montgomery, Alabama 36104 (334) 242-5700; carol.preston@asbpa.alabama.gov.

SECTION II – VENDOR INFORMATION

2.1 CONTACT INFORMATION.

The vendor must specify the name, title, office address, brief resume' and business telephone number of those individuals responsible for the performance under the anticipated contract resulting from this RFP, including those individuals with primary day-to-day responsibility for the services contemplated herein, and specifying their relevant industry experience and location.

2.2 ORGANIZATION BACKGROUND.

Provide a brief, general background description of the organization, including:

- Full company or corporate name, physical address of the headquarters office and the office to serve the Alabama State Board of Public Accountancy;

- How the business is organized (proprietorship, partnership, corporation, LLC), parent or subsidiary corporations;
- The year in which the vendor was first organized to do business;
- Documentation that the vendor is qualified to transact business within the State of Alabama in accordance with the Code of Alabama 1975 §Section 10-2B-15.01, et seq., and possesses a Certificate of Authority issued by the Secretary of State at the time a professional services contract is executed. For the entire term that the contract is in effect the selected provider must continuously be in good standing with the State of Alabama and with any political subdivisions thereof which have jurisdiction over the provider's operations;
- The organization's experience in providing services comparable to the type presented in this RFP;
- Other types of services the vendor provides.

2.3 FULL-TIME EMPLOYEES.

The vendor must specify the number of full-time employees and the role of each in performing the services required in this RFP. The vendor must also designate the location to be utilized for development during the course of this project.

2.4 REFERENCES AND RELATED EXPERIENCE.

Provide a comprehensive history of the provider's experience in providing services identified as required by the Board in this RFP, including a list of at least three (3) references of similar organizations currently using the application services which are the same or substantially similar to those specified in this RFP. These applications must have been operational for at least two (2) years. A brief description of the application must be provided with the name, title, business address and telephone number of the client, for contact purposes, regarding the services provided. The ASBPA reserves the right to contact each client listed in the proposal.

2.5 FINANCIAL STATEMENTS.

The vendor must submit a copy of its audited financial statements for the most recent two (2) years. Any financial statements submitted will not be made available for public release.

2.6 POTENTIAL CONFLICTS OF INTEREST.

The vendor must state clearly any potential conflicts of interest and any current or past relationship with the ASBPA. The proposal must include a completed Disclosure Statement using the form described in Section 6.1 of this RFP. The Disclosure Statement must be signed by a duly authorized officer of the provider organization.

2.7 STATE BUSINESS – RELATIONSHIPS.

The vendor must state clearly any current or past relationships with the State of Alabama and provide the name and address of the person to contact to verify the relationship. The proposal must include a completed Disclosure Statement using the form described in Section 6.1 of this RFP, signed by a duly authorized officer of the provider organization.

2.8 SUBCONTRACTORS.

Any subcontractor employed by the vendor in the course of this project must be clearly documented, with organizational information as requested in SECTION II.

SECTION III – EVALUATION OF PROPOSALS AND SELECTION OF PROFESSIONAL SERVICE PROVIDER

3.1 PROCEDURE.

After receipt of the proposals, the ASBPA will evaluate all proposals to determine those vendors that are qualified, and then based solely on its own judgment, will further determine which has offered the best proposal to meet requirements.

3.2 CRITERIA FOR SELECTION.

Proposals will be evaluated upon the contents of the proposal, information received from other sources, and public knowledge. Selection will be based on all factors listed below and others implicit within this RFP.

The presentation sequence of the criteria below does not indicate their precedence but the vendor must satisfy the ASBPA’s requirements in (1) through (4) to be considered in the price competition in (5).

- 1) Requirements. Proposal must meet the format as presented in Section 4.2 for designating the ability of the vendor system to satisfy each requirement.
- 2) These criteria include an evaluation of:
 - a. Qualification Vendor’s past experience with applications of this type and scope, as well as with other state boards of accountancy;
 - b. ability of the vendor to perform the terms of the RFP;
 - c. quality and relevancy of the services proposed.
- 3) Support. This criterion includes an evaluation of any and all support proposed by the vendor.
- 4) Installation. Proposal must include the estimated conversion time line and installation date.
- 5) Cost. The ASBPA awards contracts to the lowest cost, responsible vendor responding to the RFP that in the ASBPA’s determination meets or exceeds the criteria specified for selection as defined by the Alabama Competitive Proposal Laws.

Upon review and evaluation of all proposals, the Executive Director of the Board may select the professional service provider determined to best meet the needs of the Board. Upon selection of the preferred professional service provider, the Executive Director of the Board may initiate negotiations for contract terms and conditions, including fees.

3.3 RESERVATIONS.

The ASBPA reserves the right to award or reject any of the proposals, or any parts thereof, received in response to this RFP, if it is considered to be in the best interests of the ASBPA and the ASBPA may solicit additional proposals.

3.4 RECISSION OF AWARD.

If an award is made by the ASBPA, and prior to execution of a contract, subsequent information indicates that the award was not in the best interests of the ASBPA, or that parties are unable to come to agreement on terms, the ASBPA reserves the right to rescind the award and either award the contract to another vendor candidate or reject all proposals. If the vendor is unable to comply with any or all terms of this proposal, the contract will be null and void.

3.5 FALSE OR MISLEADING STATEMENTS

Proposals containing false or misleading statements, or which provide references not supporting attributes or conditions claimed by a vendor may be rejected solely at the ASBPA's discretion.

3.6 COMPLETENESS OF PROPOSAL.

A proposal may be rejected if it is conditional, incomplete, contains any alterations of form or other irregularities, or is judged to constitute a deviation from the RFP requirements.

3.7 PROFESSIONAL SERVICES CONTRACT.

The professional service provider selected to provide the services specified in this RFP must enter into a written contractual agreement with the Board. The terms and conditions of such an agreement will be subject to review and approval by legal counsel for the Board, and the Legal Advisor to the Governor.

3.8 STANDARD FORM CONTRACTS.

Should a professional service provider desire to utilize a standard form contract in the provision of the services specified herein, it should include the standard form contract with its proposal. If any term or condition of its standard form contract is non-negotiable, such term or condition should be clearly identified. Non-negotiable terms or conditions determined to be unacceptable to the Board may result in the disqualification of the professional service provider submitting the proposal.

3.9 LEGISLATIVE CONTRACT REVIEW.

Any professional services contract resulting from this RFP is subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq., Code of Alabama 1975. This process requires a provider to submit a completed Vendor Disclosure Statement, the form (Exhibit 1) is also available on the Attorney General's website at www.ago.state.al.us/Page-Resources.

SECTION IV – SCOPE OF SERVICES

4.1 DESCRIPTION.

This section provides vendors the functional and technical requirements which must be addressed in the proposal to satisfy the proposal requirements.

4.2 RESPONSE REQUIREMENTS.

Vendors must indicate whether or not their application satisfies each requirement listed in Section IV. The response to each separate requirement should indicate if the requirement is met, currently, within the vendor's proposed application, with an explanation of how the requirement is met. If any requirement is not met, the vendor must indicate the extent of effort necessary to make the application conform to the stated requirements.

4.3 SCOPE OF SERVICES (REQUIREMENTS).

- Vendor must provide a web-based, hosted, automated system to improve the processing of applications, registrations, revenues, tracking licensee information and unlicensed CPAs while providing security of private data.
- The automated system must be capable of integrating electronic files with the licensee records.
- The automated system must interface and be compatible with Windows as well as work with common business applications such as Microsoft Word; Excel; Adobe, Office 365, etc.
- New software system should be developed in Microsoft.Net utilizing a SQL server database and SQL server reporting services that is configurable and already in use by State regulatory agencies.
- Vendor will provide on-site assessment of existing system and daily workflow with assistance from key ASBPA staff members.
- Conversion of current data to the new, hosted, web-based software system.
- On-line registration for annual renewal/registration of licensees.
- Secure portal with password protection for the purpose of uploading and tracking Continuing Professional Education (CPE).
- Link to Disciplinary Board Orders.
- Provide training and regular group conferences for system users.
- On-line lookup available to public.
- Continuous software upgrades, enhancements, defect corrections, new releases and patches to maintain efficiency, security and functionality of system.
- Project management through a dedicated point of contact to ensure effective communication and provide clear progress reports.
- Clear and credible estimates of project completion timelines to assist in evaluating overall progress of any specific project.
- Continuous maintenance, emergency support and help desk support for the software system. Help desk support must be available 8:00 am through 5:00 pm Central Standard Time, Monday through Friday each week. Vendor must provide an online portal for reporting and tracking issues.
- Coordination with State of Alabama, Department of Finance, Information Services Division (ISD) as necessary to ensure security, recovery, and compliance with State of Alabama requirements related to information technology.
- Coordination with Alabama Interactive and the National Association of State Boards of Accountancy (NASBA) to ensure export and import of data with the new system.
- Vendor must provide on-site and off-site daily back-up of the new system and data along with restore process when data is lost, corrupted, etc. Vendor must provide weekly back-up of data to ASBPA.
- State of Alabama ISD must have access to vendor's back-up and recovery.
- Vendor must relinquish all ASBPA data and provide same to ASBPA immediately, in the event the vendor is dissolved, acquired or the product is discontinued.
- Vendor must begin work on conversion and new software system within two weeks of a signed and executable contract.
- Vendor must complete all work on conversion and new software system, including testing, within ten months of start of conversion and new software development.
- Vendor must have prior solutions utilized by other state boards of accountancy.

SECTION V – PROPOSAL FORMAT

All vendors should respond to the RFP, utilizing the format described in this section providing, at a minimum, the information requested for each section. Vendor must expressly set forth in response to Part E any exception (s) it has to the RFP requirements. Any exception(s) not expressly set forth will be deemed waived.

Part A: Proposal and Administrative Requirements

1. Include all documents, information, and statements required in Section I, II, III, and IV.
2. Acknowledge acceptance of all vendor requirements and all terms set forth throughout this RFP.

Part B: Response to Specifications

1. Any exceptions to the RFP Requirements set forth in response to this Part B must be restated in response to Part E below.
2. All responses to requirements listed in Section IV should be presented as addressed according to the rules in item 4.2.

Part C: Fee Proposal

1. Vendor must provide a "Fee Proposal" to include all aspects of installation. A separate "Fee Proposal" that will project a flat monthly rate to include all components of the RFP, i.e., software, hosting, initial and continuous software development, installation, training, maintenance, etc. The Fee Proposal should project costs for the first three (3) years during which time, further software development and enhancements may be expected. The Fee Proposal should include alternative rates and fee schedules for initial installation and monthly maintenance.
2. The proposed monthly fee should begin after data conversion at start-up of the new software system.

Part D: Innovation and Comment

1. Vendor may include any other information believed to be pertinent but is not specifically requested in the RFP.
2. The vendor may provide suggestions of other services available from the vendor that may assist in this project.

Part E: Exceptions Summary

List and fully explain all exceptions taken to any term or condition of this RFP.

SECTION VI – EXHIBITS LISTING

- 6.1 State of Alabama Disclosure Statement
- 6.2 Sample – State of Alabama Contract Terms
- 6.3 IRS Form W-9
- 6.4 Immigration Compliance Certificate

STATE OF ALABAMA
BOARD OF PUBLIC ACCOUNTANCY

BY: J. Lamar Harris
J. Lamar Harris, CPA
Executive Director

DATE: 10/10/2014



State of Alabama

Disclosure Statement

(Required by Act 2001-955)

Exhibit I

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

Contract

Proposal

Request for Proposal

Invitation to Bid

Grant Proposal

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

Yes

No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

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

Yes

No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

STATE OF ALABAMA
MONTGOMERY COUNTY

Exhibit II

AGREEMENT

This Agreement, which results from RFP _____ entitled _____, is made and entered into effective _____ between the Alabama State Board of Public Accountancy ("ASBPA") and _____, hereinafter referred to as "Contractor."

SERVICES

Contractor shall provide _____ services to the ASBPA in accordance with the guidelines, terms, and conditions set forth in the ASBPA's RFP _____ and Contractor's Proposal dated _____, all of which documents are attached hereto as Exhibit A and incorporated herein by reference.

CONSIDERATION

As consideration for the services rendered pursuant to this Agreement, the ASBPA agrees to compensate the Contractor an amount equal to the rates set forth in Contractor's Proposal, as amended by Contractor's Revised Proposal.

TERM

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

OTHER

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

Contractor acknowledges that Contractor is an independent contractor, and neither Contractor nor Contractor's employees are to be considered employees of the ASBPA or entitled to benefits under the State of Alabama Merit System.

In the event of proration of the funds from which this Agreement is to be paid, the Agreement will be subject to termination by the ASBPA.

Contractor acknowledges that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama 1901, as amended by Amendment Number 26. It is further agreed that if any provisions of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. Contractor may not assign this Agreement or any interest herein or any money due hereunder without the expressed written consent of the

ASBPA. Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment of the State of Alabama.

Contractor acknowledges and agrees that, notwithstanding anything to the contrary contained herein or in any other agreement between the parties hereto, the ASBPA shall not indemnify or hold harmless Contractor, its affiliates, administrators, officers, employees or agents. Contractor further acknowledges and agrees that the ASBPA shall not be liable to Contractor for any late fees, penalties, collection fees or attorney fees unless specifically agreed to in a writing signed by the ASBPA.

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

APPLICABLE LAW

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

TERMINATION

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

Contractor Federal Tax ID Number

By: _____

Its: _____

Alabama State Board of Public Accountancy

By: J. Lamar Harris, CPA

Its: Executive Director

Reviewed by:

Legal Counsel for ASBPA

Request for Taxpayer Identification Number and Certification

Exhibit III

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) - _____ <input type="checkbox"/> Other (see instructions) - _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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 *
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General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).
Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8. What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Also see Special rules for partnerships on page 1.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form. Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

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

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

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

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.

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.

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 ³
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* ⁴
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.

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.

Exhibit IV

State of _____
County of _____

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

DATE: _____

RE: Contract/Grant/Incentive (describe by number or subject): _____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department of Public Entity)

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

- 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".
- Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

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

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

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

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

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

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

Certified this _____ day of _____ 20____.

Name of Contractor/Grantee/Recipient
By:

Its:

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

This _____ day of _____ 20____.

WITNESS _____

Printed Name of Witness