

Alabama Department of Labor  
Request for Proposal for Business Process Analysis  
Inquiries and Responses

**Question 1, Page 20:** This Certification of Compliance appears to be a “general” certification (not the Certificate of Compliance with the Beason-Hammon Act) and is not mentioned under “11.3 Qualifications and Proposal” on page 16 of the RFP. Is there a particular order the Agency would like this completed form to appear in the proposal order? (ie #14 – after the Completed Disclosure Statement)

**Answer:** The Certification of Compliance and the Immigration Status form may be placed prior to the completed Beason-Hammon Act.

**Question 2, Page 21:** Could you please confirm that the “Immigration Status Form” is meant to be completed to meet Item #10 under “11.3 Qualifications and Proposal” on page 16 of the RFP? If not, where would the Agency like this completed form to appear in the proposal order?

**Answer:** Item #10 is the actual E-Verify Memorandum of Understanding that can be obtained after logging into your e-verify account at <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>. The “Immigration Status Form” can be placed prior to the completed Beason-Hammon Act.

**Question 3, Pages 6-11:** Is the contractor required to follow ADOL’s suggested framework for the analysis (Discovery, Assess and Analyze, Define and Develop, Document and Validate) or can the contractor propose changes to the approach?

**Answer:** The project approach listed is simply a suggestion. The contractor may propose changes to the approach.

**Question 4, Page 15:** Can the contractor suggest additional deliverables besides the pre-defined deliverables in Section 11.1?

**Answer:** The contractor may suggest additional deliverables besides the predefined deliverables. Deliverables will be finalized when a contractor is selected, but must be approved by ADOL before a final contract may be executed.

**Question 5, Page 15:** Should the contractor assume a project finish date of August 15<sup>th</sup>, 2013, since the start date and project duration is already defined?

**Answer:** The project may begin prior to 4/15/13. The contract may propose a different schedule. The project must be completed no later than 8/2/13 due to the nature of the funding source.

**Question 6, Pages 7 & 9:** Has Alabama Dept. of Labor identified the key performance indicators (KPI) that they would like measured and validated such as (1) Improper Payment Rate, (2) Benefits Timeliness, (3) Quality Score, (4) Payment Time Lapse, (5) Customer Satisfaction, (6) Cost, (7) Waste, (8) Wait Times; Or will these KPI's be jointly defined during the discovery phase by the contractor and ADOL?

**Answer:** Key performance indicators will be jointly defined during the discovery phase by the contractor and ADOL, but are expected to include Nonmonetary Determination Quality, Payment Time Lapse, Wait Times, and Benefit Overpayment Detection and Recovery.

**Question 7, Page 12:** In addition to the project manager, can you please identify what other types of dedicated staff will ADOL be providing for the project?

**Answer:** The contractor will be working with representatives from ADOL UC Management including Division Directors, Section Supervisors, and other program stakeholders to identify the key performance indicators (KPI) that ADOL would like measured and validated. Contractor will be given access to staff performing daily functions related to the KPIs identified.

**Question 8, Page n/a:** Can ADOL provide at a high level (1) number of total number of call center staff at ADOL's two call centers (2) is this a virtual call center model or do each of these centers operate independently (3) Can you provide an approximate # of calls, wait time per call over the last twelve months?

**Answer:** The ADOL call centers are staffed by a total of about 140 employees. It is a virtual call center model. Approximately 381,716 claims and inquiry calls were taken over the last twelve months with an average wait time of about 31:35 minutes.

**Question 9, Page 15:** Is Deliverable E a high level strategic plan document or more of an operational/implementation document?

**Answer:** The Deliverable E is an operational/implementation document.

# State of Alabama



## REQUEST FOR PROPOSAL

BUSINESS PROCESS ANALYSIS

# RFP Table of Contents

1.0	Purpose of this RFP	3
1.1	Introduction	3
1.2	RFP Identification	3
2.0	Issuing Office	4
2.1	Length of Contract	4
2.2	Discussions with Proposers (Oral Presentations)	4
2.3	Procurement Timetable	4
2.4	Submission of Questions	4
2.5	Reference Checks	5
2.6	Information from Other Sources	5
2.7	Verification of Proposal Contents	5
3.0	Introduction	5
3.1	Project Description	5
3.2	Project Definition	6
3.3	Project Approach	6
3.4	Project Discovery	7
3.5	Project Assessment and Analysis	8
3.6	Project Define and Develop	9
3.7	Document and Validate	10
4.0	Single Point of Contact	11
5.0	System Security	11
6.0	Project Managers	11
6.1	ADOL Project Manager	11
6.2	Contractor Project Manager	12
6.3	Issue Resolution	13
6.4	Changes in Task Order Scope of Work	13
6.5	Key Personnel	13
7.0	Equipment, Work Space, Office Supplies	13
8.0	Related Project Knowledge	14
9.0	Resume & References	14
10.0	Plan Proposal	14
11.0	Contractor Tasks & Deliverables	14
11.1	Deliverables	14
11.2	Timeline	15
11.3	Qualifications and Proposal	15
11.4	Proposal Submittal	16
11.5	Evaluation Criteria	16
11.6	Selection Committee/Process	17
12.0	Funding	17
12.1	Payment	18
13.0	Proposal Submission Date	18
14.0	Schedule	19

## **1.0 Purpose of this RFP**

The Alabama Department of Labor (ADOL) is soliciting proposals from qualified Proposers to evaluate the current business processes for Benefits Operations including initial claims-taking, fact-finding and adjudication as well as processes for the prevention, detection, and recovery of overpayments and also make recommendations for improvements so that ADOL is in full compliance with the U.S. Department of Labor, hereinafter referred to as USDOL, standards.

This RFP is designed to provide interested Offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

### **1.1 Introduction**

In order to improve performance of the Alabama Department of Labor Unemployment Compensation Program, hereinafter referred to as ADOL, seeks to engage a consultant, hereinafter referred to as CONTRACTOR, to evaluate the current business processes for Benefits Operations to include initial claims-taking, fact-finding and adjudication as well as the processes for the prevention, detection, and recovery of overpayments and make recommendations for improvements in order for ADOL to be in and remain in full compliance and with the U.S. Department of Labor, hereinafter referred to as USDOL, standards. The CONTRACTOR must have an in-depth knowledge of federal and state Unemployment Compensation (UC) law, regulations, rules and system supports. This review is critical due to shifts in federal policy and priorities, the depth and breadth of the economic downturn, a loss of institutional knowledge due to personnel changes as a result of retirements, a need to enhance customer service, the number of federal extensions, and the advanced age of system supports. This review will include operations, work flow, policies/procedures, frontline service delivery and system supports including technology. Through this engagement, other problem areas may be identified that would require a new Statement of Work (SOW) and subsequent amendment(s) to implement corrective action.

This document will serve as the basis for the SOW between ADOL, and the selected CONTRACTOR to apply to work on the ADOL Business Process Analysis Project, hereinafter referred to as PROJECT. Work effort under this SOW will include but not be limited to services relating to the ADOL Business Process Analysis process.

### **1.2 RFP Identification**

The State of Alabama Department of Labor has assigned the following RFP identification. It should be used in all communications regarding the RFP:

ADOL.RFP.BPA

## **2.0 Issuing Office**

The State of Alabama Department of Labor is the issuing office for this document and all subsequent addenda related to it.

## **2.1 Length of Contract**

The contract resulting from this RFP will be for a period of 16 weeks, dependent upon the awarding of the contract. The contract may be amended to include additional UC Program business processes for reengineering purposes.

## **2.2 Discussions with Proposers (Oral Presentations)**

An oral presentation by a Proposer to clarify a proposal may be required at the sole discretion of ADOL. However, ADOL may award a contract based on the initial proposals received without discussion with the Proposer. If oral presentations are required, they will be scheduled after the submission of the proposals. Oral presentations will be made at the Proposer's expense.

## **2.3 Procurement Timetable**

The following dates are set forth for information and planning purposes; however, ADOL reserves the right to change the dates.

- Issue RFP 12/19/2012
- Questions about the RFP due 01/16/2013
- Responses to questions issued 01/30/2013
- Closing date for receipt of proposals 02/08/2013-12:00pm CST
- Oral presentations (optional) 02/20/2013
- Contract Award 02/22/2013
- Contract start date No later than 04/15/2013

## **2.4 Submission of Questions**

Questions, comments, and requests for clarification, must be submitted via e-mail to [RFPinfo@labor.alabama.gov](mailto:RFPinfo@labor.alabama.gov) and must cite in the subject the RFP identification and cite in the body the specific RFP section number and associated page numbers. Questions, comments, and requests for clarification must be received via e-mail by 5:00 pm CST on January 16, 2013. Responses to questions will be issued by 5:00pm CST on January 30, 2013 via ADOL website, <http://www.labor.alabama.gov>.

ADOL assumes no responsibility for delays or non-receipt or liability for any CONTRACTOR problems or errors (including but not limited to missing deadlines) that may arise due to temporary technical failure related to the website or E-mail transmission. Responses to all communications as posted on the <http://www.labor.alabama.gov> website will be considered the ONLY official and binding

response from ADOL. ADOL reserves the right, at its sole discretion, to determine appropriate and adequate responses to questions, comments, and requests for clarification. Any information other than provided by this RFP should be deemed for informational purposes only, and if a CONTRACTOR relies on said information it should either (1) independently verify the information, or (2) obtain ADOL'S written consent to rely thereon.

## **2.5 Reference Checks**

ADOL reserves the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in the proposal and to discuss the Offeror's qualifications and the qualifications of any subcontractor identified in the proposal.

## **2.6 Information from Other Sources**

ADOL reserves the right to obtain and consider information from other sources concerning a CONTRACTOR, such as the CONTRACTOR'S capability and performance under other contract.

## **2.7 Verification of Proposal Contents**

The contents of a proposal submitted by a CONTRACTOR are subject to verification. Misleading or inaccurate responses may result in disqualification.

## **3.0 Introduction**

This section describes the Scope of Services and Requirements requested by the Alabama Department of Labor.

### **3.1 Project Description**

In order to improve the performance of the ADOL UC Program for initial claims-taking, fact-finding, adjudication, and the detection, prevention, and recovery of overpayments, ADOL seeks to engage a CONTRACTOR with considerable professional experience administering and delivering UC programs on the state level; knowledge, experience and demonstrated proven results for the UC program and experience in intensive, process-reengineering efforts involving UC or workforce programs.

The CONTRACTOR will work with representatives from ADOL UC Management and program stakeholders to conduct an intensive analysis (five to ten business days) of the current UC benefits processes including claims-taking from intake to adjudication through payment of the claim, prevention of overpayments, and detection through recovery of overpayments. This intensive reengineering project will identify each step in the processes, assess its impact on the process in terms of efficiency and timeliness, and develop recommended improvements. This would ensure that the ADOL UC program meets USDOL performance standards for claims processing, fact-finding, adjudication,

and the detection, prevention, and recovery of overpayments. The CONTRACTOR will produce an Action Plan for Process changes after the sixteen (16) week process reengineering project.

### **3.2 Project Definition**

ADOL has two Call Centers and the state Central Office that provide services for unemployed workers. These areas handle initial claims, subsequent claims, and questions and other matters regarding claims and the claims process. ADOL has identified several key issues including (in order of significance):

1. “Extra” workload volume caused by service level problems and overall process issues.
2. Wait times and responsiveness on contacts.
3. Systems capabilities, built over time, not optimized for today’s environment.

Claim volumes have increased significantly, overburdening staff and resources. Identifying opportunities for process improvement and an actionable plan that emphasizes effectiveness and efficiencies in the Call Centers and Central Office will benefit employers and claimants as well as ADOL.

An assessment of operations and related claims processing and overpayment workflows will cover strategy, operations, processes, metrics, call routing, quality monitoring, self-service strategy, workflow and technology. An assessment and planning effort will define quick hits that can reap immediate benefits, create a vision and prioritize recommendations that will provide the best value and operational efficiency, while ensuring employer and claimant centric operations that support business objectives.

### **3.3 Project Approach**

The approach we are seeking will effectively and efficiently create a plan that is actionable. The following provides a framework for the analysis of our approach. The details of each step follow.

1. Discovery: Understand the ADOL environment, issues, and goals through information review, site visits, and discussions. Develop process maps.
2. Assess and Analyze: Identify issues, opportunities, and options based on understanding of ADOL environment, best practices and market knowledge. Conduct initial analysis. Develop recommendations.
3. Define and Develop: Define and develop plans based on discussion of issues, opportunities, options, tradeoffs and recommendations in working session.
4. Document and Validate: Document plan. Revise, discuss, validate/revise and finalize.

### **3.4 Project Discovery**

The discovery process provides an understanding of the ADOL environment - what is unique about it, the issues we face, the directions of our organization, and the operations, processes, and the technology we have today and plan for tomorrow. Discovery provides a complete view of the current environment, as well as the challenges and opportunities we are trying to address, and the goals and needs defined for going forward.

Discovery will cover the benefits operations, claims processing, fact-finding, adjudication, and overpayment prevention, detection, and recovery.

After a kick-off call or meeting to review the project scope, objectives, and approach, the discovery process will begin, which consists of:

**Background information review:** A review of background information provided on the current strategy, organization, operations and technology. In response to a detailed information request by the CONTRACTOR, ADOL will provide available information (in addition to the process flows already provided) such as lists of technology that the Call Centers and Central Office use, high level system diagrams, overview of technology infrastructure, screen shots, operational overviews that show the functions and sizes, organizational charts, quality assurance forms, key performance indicators, sample reports, and any documentation that defines goals, directions, and strategy. All this information will help the CONTRACTOR to gain a basic understanding of our environment today and planned directions.

**Site visits:** The CONTRACTOR will conduct a site visit to a Call Center with the site being mutually agreed upon by ADOL and the CONTRACTOR. The site visit allows the CONTRACTOR to experience operations first hand, and gain a deeper understanding of how the organization and operations work, how technology is used, claims, fact-finding and adjudication processes, the support functions and processes, what works well, and what challenges are faced. The CONTRACTOR will discuss current and planned operations and the technology environment, and begin to identify opportunities for improvement. The CONTRACTOR will spend time in the Call Center and Central Office, as well as with the appropriate technology staff and support functions. In meetings, the CONTRACTOR may pose "what if" scenarios and gain input and feedback on some preliminary ideas. The CONTRACTOR will provide ADOL with a detailed agenda identifying how the CONTRACTOR'S time will be spent. The visit will include:

Overview of operations and how ADOL uses technology;

Meetings with leadership to understand issues, opportunities, challenges, and goals, and planned changes;

System and process demonstrations;

Side-by-side observation and process walk through including the claims, fact-finding, adjudication and overpayment processes;

Meetings with operations leaders to discuss current operations, the challenges faced, strengths and weaknesses, and additional opportunities;

Meetings with supervisors/managers and any relevant support roles to discuss support functions such as workforce planning, quality assurance, reporting/metrics/performance optimization, process optimization, etc. to understand current processes, issues, opportunities, and directions;

Meetings with technology staff to discuss the current technology infrastructure and applications, how it is being applied, issues, and potential directions;

Focus groups with staff to understand their view of the strengths and challenges in meeting constituent needs; and

Focus groups will interact with employers and claimants to understand their view of the strengths and challenges in service delivery.

Additional information needs:

Following the on-site visits, the CONTRACTOR will identify any additional information that would be helpful to them as well also requesting any follow up discussions needed in order to prepare process maps.

### **3.5 Project Assessment and Analysis**

The CONTRACTOR will use the information and insights gained from the discovery process, as well as their industry knowledge and experience, to conduct an assessment and analysis. This step creates input to the definition and development of the recommendations and action plan, including quick hits. The CONTRACTOR will identify issues, opportunities, options, pros and cons, and generate topics for further discussion based on the assessment of ADOL's situation and the CONTRACTOR'S knowledge of best practices and business functions. The CONTRACTOR will frame preliminary recommendations, priorities, options, and tradeoffs and also conduct any research necessary. The focus of the CONTRACTOR'S effort will cover strategy, operations, processes, metrics, call and work routing, quality monitoring, self-service strategy, technology and other opportunities identified through discovery. The CONTRACTOR will develop options as appropriate, with supporting analysis of tradeoffs and decisions. The CONTRACTOR will also assess the potential impact of the changes identified for their value to ADOL's organization. The CONTRACTOR will identify short-term changes that can quickly improve ADOL's operations and performance.

The assessment and analysis should address these topics:

Business, operations, and technology strategy - definition, clarity, communication of strategies, and their alignment;

Operations and processes - process design and definition, contact routing, workflows, quality review, process improvement approach and opportunities, etc.;

Organizational structure - including roles and responsibilities;

Metrics and reporting and alignment with goals - including reporting, Key Performance Indicators, processes for review, feedback, and action; and

Technology (voice and data) infrastructure and applications - including use of technology, support structure and processes, addressing your existing systems and their optimization, as well as opportunities for other technologies.

The CONTRACTOR'S analysis in each of these areas addresses strengths to build on, opportunities to improve, actions to take, critical success factors, priority, and outcomes to expect for each recommendation. Further, each of these areas should provide a list of topics that the CONTRACTOR can address based on the current environment and ADOL goals. The CONTRACTOR will evaluate the pros and cons of options, and identify key decision factors and impacts. The CONTRACTOR will also identify the value the key recommendations may have for consideration in phasing and prioritization.

During this phase of the project, the CONTRACTOR will provide any preliminary information for review and validation or discussion. The CONTRACTOR will use conference calls as needed to address preliminary information, or to seek additional information review, input or validation to support their analysis.

### **3.6 Project Define and Develop**

The CONTRACTOR will conduct this step with preparation for and execution of a working session with ADOL's team. This collaborative approach maximizes the efficiency of the process and leverages best practices, while creating an action plan optimized to ADOL's specific needs and what is achievable for ADOL. The CONTRACTOR will schedule a working session with ADOL to discuss the scope defined. The CONTRACTOR will provide a detailed agenda for the working session that focuses on achieving the goals defined, and addressing the issues and opportunities identified. The CONTRACTOR will develop charts to support the discussion, based on the assessment and analysis. These charts should provide the CONTRACTOR'S preliminary findings and recommendations.

The working session should be a highly interactive event. The session will cover the following topics, at a minimum, and discuss findings, recommendations, and key areas for discussion and refinement to reach an action plan:

Introduction - validation of goals, objectives, and scope (this should be brief, as they should be validated prior to the meeting);

Feedback from discovery and analysis steps - provide comments on discovery observations; validate or correct understanding of key factors; discuss specific issues identified (brief, as expected to be validated these prior to the meeting);

Vision of operations and technology - review suggested operational, organizational and technology characteristics; define vision to meet goals; discuss challenges and ways to mitigate risks;

Operations and process recommendations - identify process and operational changes that are recommended for contact handling, claims processing, fact-finding and adjudication, or support functions;

Technology implications - identify issues in using existing systems differently, or priorities for new technology; Metrics considerations - review issues and opportunities to change metrics and reporting; Organization and people impacts - identify impacts on staff and changes that are required in organizational structure or roles and responsibilities to support other changes;

Value - discuss value of recommended changes and cost and benefit considerations;

Implementation approach - define key steps to pursue the changes defined, prioritization (including quick hits), target timeline and phasing;

Critical success factors - define factors to ensure success in executing the plan; and

Next steps:

The CONTRACTOR will vary the time and depth on these various topics depending on their findings. The outcome of the working session is a commonly understood vision and action plan, with specific recommendations and timing. It will serve as a roadmap for moving forward.

### **3.7 Document and Validate**

Following the working session, the CONTRACTOR will conduct any follow up actions required, either internal or external research, information gathering, analysis, or idea development. The CONTRACTOR will finalize the recommendations, action plan and supporting information.

The CONTRACTOR will document the recommendations and action plan in an executive summary. The CONTRACTOR should provide a starter outline. The CONTRACTOR will review and update the plan with ADOL to ensure they have accurately and completely captured what was discussed and agreed to, and that the plan is

clear and complete. The CONTRACTOR will conduct this review by sending ADOL the document electronically, and discussing it in a conference call (or, optionally, a face-to-face meeting). The CONTRACTOR will make any changes needed. Completion of this meeting will finalize the assessment and plan, and define next steps.

#### **4.0 Single Point of Contact**

CONTRACTOR and ADOL will each assign a Single Point of Contact (SPOC) with respect to the SOW. It is expected that the SPOC will not change throughout the period of the SOW. In the event that a change is necessary, the party requesting the change will provide a written notice to the other party as soon as possible. ADOL retains the right of refusal of the CONTRACTOR'S new SPOC. Specific information regarding the CONTRACTOR'S contact person must be provided upon execution of this contract (i.e., name, title, phone, fax, address, e-mail address, etc.).

The ADOL SPOC name and contact information will be provided upon execution of this contract.

#### **5.0 System Security**

The CONTRACTOR will be required to use ADOL data and IT resources in order to fulfill part of its specified tasks. For purposes of this work effort, "ADOL Data" shall mean data provided by ADOL to the CONTRACTOR. Any data provided by ADOL to the CONTRACTOR will be sanitized test data. CONTRACTOR shall not copy any live data or attempt to remove any live data from the sites. In connection with such data, the CONTRACTOR will implement reasonable safeguards necessary and required by ADOL and the State of Alabama Information Systems Division (ISD) to:

Prevent unauthorized access to ADOL Data from any public or private network:

Prevent unauthorized physical access to any ADOL data and/or information technology resources involved in the PROJECT; and

Prevent interception and manipulation of data during transmission to and from any servers as applicable.

CONTRACTOR will notify the ADOL immediately if any breaches to the system occur.

CONTRACTOR will be required to conduct criminal background checks on all personnel who will be on-site or who will have access to ADOL information systems. CONTRACTOR will be asked to sign an ADOL Confidentiality Policy as he/she may acquire or have access to confidential information including unemployment compensation information (including wage records) and employer service information as well as personal data.

#### **6.0 Project Managers**

The CONTRACTOR and ADOL will both identify their respective Project Managers and their respective roles are detailed below.

### **6.1 ADOL Project Manager**

Project management of this PROJECT will be performed by ADOL. ADOL's Project Manager will:

Work closely with the CONTRACTOR Project Manager to ensure successful completion of the project;

Consult with the CONTRACTOR Project Manager to develop the Project Management Plan;

Review weekly status reports and schedule weekly meetings with CONTRACTOR, as necessary;

Coordinate participation from internal and external stakeholders as required;

Establish an ADOL project team; and

Coordinate ADOL's review of deliverables and recommend acceptance.

ADOL's Project Manager reports to the ADOL Assistant Unemployment Compensation Administrator, who reports to the ADOL Unemployment Compensation Administrator, who reports to the Commissioner of the Alabama Department of Labor, who reports to the Governor of the State of Alabama.

### **6.2 Contractor Project Manager**

The CONTRACTOR Project Manager will:

Serve as an interface between the ADOL Project Manager and all CONTRACTOR personnel participating in this engagement;

Develop and maintain the Project Management Plan, in consultation with the ADOL Project Manager;

Facilitate regular communication with the ADOL Project Manager, including weekly status reports/updates, and review the project performance against the project plan;

Facilitate weekly project status meeting for the duration of the engagement;

Update the project plan on a weekly basis and distribute at weekly meetings for the duration of the engagement; and

Be responsible for the management, coordination and deployment of CONTRACTOR personnel.

The CONTRACTOR must provide the following information prior to contract execution: CONTRACTOR'S Project Manager's line of authority until reaching engagement partner or equivalent. This individual being an authorized signatory named in the CONTRACTOR'S response to PROJECT, will sign this contract and all amendments thereto on behalf of CONTRACTOR.

### **6.3 Issue Resolution**

The Project Managers from each organization bear the primary resolution responsibility for ensuring issue resolution. If they mutually agree that they are unable to resolve an issue, they are required to escalate the issue to the ADOL Assistant Unemployment Compensation Administrator and the CONTRACTOR (contractor information).

### **6.4 Changes in Task Order Scope of Work**

The Project Manager who would like to request a change in scope of this PROJECT will submit suggested change in writing to the other team's Project Manager. The Project Managers will jointly determine whether the change impacts the PROJECT schedule. The parties must mutually agree to the change through a written amendment to the SOW. Any changes to the SOW will require an official modification to the original contract which will require the same signature process.

### **6.5 Key Personnel**

CONTRACTOR will assign all of the following personnel to this PROJECT on the time basis established in Table 1 below. In the event that a change is necessary, CONTRACTOR SPOC must provide prompt written notice to ADOL Project Manager of the proposed change. If the personnel change is a result of a non-emergency, a two-week written notice must be provided by CONTRACTOR SPOC to ADOL Project Manager.

**TABLE 1 Key Personnel**

Staff Members	Role	Hours	Rate Per Hour
---------------	------	-------	---------------

### **7.0 Equipment, Work Space, Office Supplies**

ADOL will provide workspace necessary to conduct meetings for the PROJECT for CONTRACTOR team members working on-site for activities required by this project. CONTRACTOR will submit a list of employees who will need access to the building and to state systems as required for execution of the Business Process Analysis. Any CONTRACTOR employee(s) who requires access to IT resources must sign and comply with ADOL's and ISD Policies.

## **8.0 Related Project Knowledge**

In addition, to contract specifications, CONTRACTOR shall, prior to commencing any other work will become familiar with the following documents: USDOL performance reports, ADOL tracking reports, and other relevant data to be provided by ADOL SPOC upon award of this contract.

## **9.0 Resume & References**

Resumes are required from CONTRACTOR for all assigned personnel. The CONTRACTOR must submit three (3) business reference contact names, with preferred contact phone numbers and email addresses. References for projects of similar size and scope are highly preferred.

## **10.0 Plan Proposal**

CONTRACTOR to provide in this RFP a detailed plan on how he/she proposes to lead an intensive sixteen (16) week process reengineering program with ADOL staff to breakdown, end-to-end, the current UC claims taking process from intake through adjudication through payment of claim and processes related to overpayment prevention, detection, and recovery; identify inefficiencies in said process; develop and map a new process for doing the same; and provide recommendations (workflow analysis) on how to quantify/evaluate effectiveness.

## **11.0 Contractor Tasks & Deliverables**

This section describes the tasks and deliverables that CONTRACTOR will provide to ADOL and the tasks that CONTRACTOR will complete by the end of the engagement described in this RFP. Deliverables will be considered "complete" when all the acceptance criteria set forth in the SOW have been met based on written response from ADOL. The task/deliverable numbers are referred to in subsequent sections throughout this RFP.

All written documents should be delivered in machine-readable format, capable of being completely and accurately reproduced by computer software on a networked printer. All itemized and/or annotated lists shall be delivered in Excel computer spreadsheets or spreadsheet data capable of being imported to. Meetings shall be scheduled at a mutually agreed upon time and location acceptable to all parties. All meeting results will be described in a follow-up report generated by the CONTRACTOR'S Project Manager and approved by the ADOL Project Manager as set forth above.

The PROJECT will be a fixed price contract. The PROJECT, without amendment(s), should not exceed the amount submitted through this report.

**11.1 Deliverables:**

**CONTRACTOR must be available to commence work on or before April 15, 2013**

**TABLE 2 – DELIVERABLES**

**Deliverable**

- a. Process map based on completion of the Discovery Phase

**Deliverable**

- b. Gap analysis and best practice report based on completion of the Assess and Analyze Phase

**Deliverable**

- c. Draft Vision and Strategy Report based on completion of the Design and Develop Phase

**Deliverable**

- d. Conduct a one day follow-up session around the Draft Vision and Strategy Report

**Deliverable**

- e. Provide Action Plan for Process changes which should include recommendations and actions summaries including quick hit items, as well as a timeline for implementation of the items based on completion of the Document and Validate Phase.

**Deliverable**

- f. Monthly Status Report

**11.2 Timeline:**

Proposed - dependent upon awarding of the contract.

Proposed Project Timeline

4 Weeks

4 Weeks

3 Weeks

Discovery

5 Weeks

Assess and Analyze

Define and Develop

Document and Validate

Total: 16 Weeks

### **11.3 Qualifications and Proposal:**

Selection of the CONTRACTOR will be based on Qualifications, the proposed Scope of Services and proposed Fee. Page limits for each section of the proposal are provided.

The proposal must include the following items in order:

1. Cover letter (1 page maximum)
2. History of firm and description of services offered (2 pages maximum)
3. Project team (5 pages maximum)
  - a) Team organization chart
  - b) Project manager resume
  - c) Key team member skill sets (may be presented as bios or a matrix)
4. Experience on similar projects (3 page maximum)
5. Detailed Scope of Services, based on Scope listed in this RFP (6 pages maximum)
6. Proposed Timeline, including major milestones and meetings to be obtained in 16 weeks (3 pages maximum)
7. Proposed fee - to be presented as a lump sum including all staff time, travel, communications and report preparation, billing should be based on deliverables completed. (1 page maximum)
8. References (1 page maximum)
9. Additional materials (no page limit)
10. Completed E-Verify Memorandum of Understanding
11. Completed Certificate of Compliance with the Beason-Hammon Act
12. Completed Form W-9
13. Completed Disclosure Statement

Proposals must be received by 12:00pm CST on February 8, 2013.

### **11.4 Proposal Submittal**

CONTRACTOR must submit one (1) signed and notarized original hardcopy proposal and one (1) softcopy CD of the entire proposal including attachments to the RFP Coordinator in a sealed package and clearly marked:

**“Proposal in Response to ADOL.RFP.BPA Do Not Open”**

Proposals not signed and notarized may be rejected.

The softcopy CD version of the proposal must contain a complete copy of the proposal, including attachments, in Adobe Acrobat PDF format.

Proposals must be submitted to the RFP Coordinator by 12:00 pm CST on February 8, 2013 to the following address:

**Alabama Department of Labor  
649 Monroe Street  
Montgomery, AL 36131  
Attention: Ellen Bura-Room 3680**

### **11.5 Selection Committee/Process:**

The following will comprise the committee empowered to select the CONTRACTOR as well as monitor and provide guidance to the CONTRACTOR once under contract. This committee will be responsible for updating the Commissioner for the Alabama Department of Labor and other stakeholders on the progress of the project.

1. Assistant UC Administrator
2. Director- Call Center Operations
3. Section Supervisor- Benefit Services

The top rated proposer will be determined by the selection committee.

Proposers may not contact members of the selection committee at any point during the selection process. Unauthorized contact with the employees of ADOL or the RFP Evaluation Committee regarding the RFP may result in disqualification from this procurement process.

### **11.6 Evaluation Criteria:**

Selection committee will score each proposal based on the following criteria with the corresponding total possible points for each criterion.

Firm Experience – CONTRACTOR’S experience includes similar projects with complex management systems and multiple brands, agencies, divisions or departments.

**Points Possible 10**

Project Manager - The point person assigned to manage the project has experience working with similar clients on similar projects.

**Points Possible 10**

Project Team - Staff assigned to the project have experience with similar or complex projects and the variety of disciplines required to fulfill scope is represented.

**Points Possible 10**

Innovation/Creativity - Firm, project manager and staff demonstrate creativity and innovation in past experience

**Points Possible 5**

Project Approach - CONTRACTOR is responsive to the scope and demonstrates an approach that improves upon the written scope. CONTRACTOR proposes a reasonable timeline for completion of the proposed Scope.

**Points Possible 20**

References - Listed references provide positive feedback about their experience with the CONTRACTOR and would use the CONTRACTOR again.

**Points Possible 10**

Cost - Proposed fee for services is within budget and reasonable for the scope of the project.

**Points Possible 15**

Specialized Expertise – CONTRACTOR’S experience working with and related to Unemployment Compensation and State Workforce Agencies.

**Points Possible 20**

**12.0 Funding:**

The project may be funded in part or whole using Unemployment Grant funds. All applicable reporting requirements must be met.

**12.1 Payment:**

This is a fixed price contract. CONTRACTOR agrees to invoice the ADOL for the deliverables or work completed per the requirements set forth in the appropriate Deliverables in Table 2. ADOL will make payments to CONTRACTOR only after receiving an accurate invoice for deliverables completed and accepted. A deliverable will be considered "completed" when ADOL has determined that the acceptance criteria for that specific deliverable has been met as specified in Table 2 of this SOW. Payments for specific deliverables shall be made in accordance with Table 3.

**Table 3 - Payment - 4 Areas**

**1. Deliverable:**

Completion of the deliverables associated with the Discovery Phase

**Milestone Payment:**

25% Project payment upon receipt of the deliverables associated with the Discovery Phase accompanied by a payment voucher/invoice

**2. Deliverable:**

Completion of the deliverables associated with the Assess and Analyze Phase

**Milestone Payment:**

25% Project payment upon receipt of the deliverables associated with the Assess and Analyze Phase accompanied by a payment voucher/invoice

**3. Deliverable:**

Completion of the deliverables associated with the Design and Develop Phase

**Milestone Payment**

15% Project payment upon receipt of the deliverables associated with the Design and Develop Phase accompanied by a payment voucher/invoice

**4. Deliverable:**

Completion of the deliverables associated with the Document and Validate Phase

**Milestone Payment**

35% Project payment upon receipt of the deliverables associated with the Assess and Analyze Phase accompanied by a payment voucher/invoice

**Payments will be made in accordance with the ADOL’s bill paying policy**

**13.0 Proposal Submission Date:**

For consideration, the proposal must be received by February 8, 2013 at 12:00 pm CST. Postmarking by the due date shall not substitute for actual proposal receipt by ADOL. Late proposals shall not be accepted nor shall additional time be granted to any potential CONTRACTOR.

CONTRACTORS shall respond to the RFP and any exhibits, attachments, or amendments. CONTRACTOR'S failure to submit a proposal as required by the submission deadline shall cause the proposal to be disqualified.

**14.0 Schedule:**

The tentative start date for the project is no later than April 15, 2013. It is anticipated that work should be completed within 16 weeks.

## Certification of Compliance

---

Proposer Organization Name

By indication of the authorized signature below, the Contractor does hereby make certification and assurance of the Contractor's compliance with:

- A. the laws of the State of Alabama;
- B. Title VI of the Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
- E. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury;
- F. the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with the procurement under this RFP;
- G. the condition that if selected workmen's compensation insurance will be provided as required by the laws of Alabama;
- H. the State of Alabama Proposer Disclosure form;
- I. the Alabama Computer Access, Security, Privacy, and Code of Conduct; and
- J. other terms and conditions as described in the Attachments as they apply.

---

Proposer Name, Authorized Signature, Title, and Date

**Immigration Status Form**

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

\_\_\_\_\_  
Witness Signature/Date

\_\_\_\_\_  
Proposer Signature/Date

State of Alabama )

County of Montgomery )

**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):

SBR-642 Core Activity-Business Process Analysis

by and between  
(Contractor/Grantee) and

Alabama Department of Labor

(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. "Business entity" shall include, but not be limited to the following:

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

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

\_\_\_\_\_(a)The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

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

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

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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 Line 1 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.

Social security number
or
Employer identification number

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

### 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.

<b>Sign Here</b>	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 28% 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.

## 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” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business 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” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### 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, 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 chart below 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 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, 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](http://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](http://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 [www.irs.gov](http://www.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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**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.

## 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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal 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](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> 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.** 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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



# 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

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
----------------------------------	---------	-------------------------

OVER

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.