State of Alabama



REQUEST FOR PROPOSAL

DATA VALIDATION

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Executive Summary:

The Alabama Department of Labor (ADOL) is requesting responses in the form of a "Letter of Interest"/ Request for Qualifications for an experienced contractor to continue the work of previous UI DV IV&V endeavors; to verify and certify that the 21 (16 benefits and 5 tax) files that ADOL produces for DV are in accordance with the federal standards and can be used to accurately validate ADOL's UI Required Reports (UIRRs). The selected contractor will be required to work directly with ADOL program staff, concentrating on those populations and issues that were identified previously as deficient; to implement changes and fixes such that both state and federal standards for reliability and validity are met. The contractor will follow procedures and guidelines specified in the ETA Unemployment Insurance Data Validation Handbooks and will utilize the new Sun-Based Data validation software. This solicitation is issued in accordance with the Code of Alabama 1975- Article 2- State Bid Laws, which are available on the Internet at http://purchasing.alabama.gov/pages/code_alabama.aspx.

Background:

ADOL has received supplemental funding from the United States Department of Labor, Employment and Training Administration (ETA) to obtain the assistance of a vendor to continue data validation efforts and correct issues with previously identified problem populations. During an independent verification and validation, deficiencies were identified within benefits populations 3, 3a, 4, 5, 8, 12, 13, 14, 15 and tax population 4. This funding will allow ADOL to utilize the expertise of a third-party vendor to correct those populations and issues that were identified previously as deficient by implementing changes and fixes to meet both state and federal standards for reliability and validity. It will allow for the selected contractor to assist and train state staff in proper validation procedures and to use the Sun-Based Unemployment Insurance Data Validation Software. It will allow selected contractor to improve data quality of UI federal reports.

Scope of Work:

The contractor will follow procedures and guidelines specified in the ETA Unemployment Insurance Data Validation Handbooks and will utilize the new Sun-Based Data validation software. The contractor will perform the following tasks to continue the work of previous UI DV IV&V endeavors to verify and certify that the 21 (16 benefits and 5 tax) files that ADOL produces for DV are in accordance with the federal standards and can be used to accurately validate ADOL's UI Required Reports (UIRRs). Specifically, the vendor will concentrate on those populations and issues that were identified previously as deficient and implement changes and fixes to meet both state and federal standards for reliability and validity. The specific objectives and tasks for the UI DV IV&V project follow:

- 1. Work with ADOL program staff and programmers to remediate deficiencies previously identified to improve ADOL's ability to generate reliable, valid validation files to support critical UIRRs. Specifically, those issues previously identified that reside in UI benefits populations 3, 3a, 4, 5, 8, 12, 13, 14, and 15 which validate 7 UIRRs in total. Perform comprehensive code review of legacy code; research and review individual records and transactions to support changes and fixes; and develop specifications to correct known issues and errors.
- 2. Correct inconsistent and unreliable accounting of tax receivables established, liquidated, removed, and aged as produced from the validation file for tax Population 4. This will entail a careful look at logic to identify and correct issues in the validation code, especially for reimbursable employer receivables established, liquidated, removed, and aged. Also correcting issues in double counting contributory (and reimbursable) receivables declared uncollectible. Finally, trying to understand and, thus, incorporate specific logic for reimbursable employers that do advanced payments especially those employers that have credits in their account. Ensuring accuracy and reliability in the validation file will allow for a more credible check on reporting counts on the ETA 581 report.
- 3. Create a technical design for the ETA 227 report from verified valid and reliable UI benefits population 12-15.
- 4. Update ADOL's state-specific validation instructions (Module 3) for benefits and employer contributions to ensure that validation and programming staff both refer to the same appropriate data elements and sources. Many things have changed as the programming code has been updated and, thus, it necessitates a review and update to ensure the rules are captured sufficiently.
- 5. Perform DEV for a sample of records from each completed, revised, and validated UIDV file to ensure that the data elements in the sampled records adhere to federal definitions and are valid according to identified definitive sources for each element.
- 6. Support ADOL's staff by providing technical assistance in identifying and correcting issues and errors detected throughout the review process.

Instructions and Notifications to Offerors:

- Potential offerors are advised to review all sections of this request carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- All costs associated with developing or submitting a proposal in response to this request, or to provide oral or written clarification of its content, shall be borne by the offeror. The State assumes no responsibility for these costs.
- Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- Proposals misdirected to other state locations or which are otherwise not present in the Department of Labor Central Office at the time of opening for any cause will be determined to be late and may not be considered.
- Offerors are advised that all materials submitted to the State of Alabama for consideration in response to this request for proposals will be considered to be public record and may be released for inspection immediately upon request, once an award has been made.
- It is intended that an award pursuant to this request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the offeror's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.

1.0 **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:

RFP#: 70130005

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 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.

2.2 **Procurement Timetable**

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

•	Issue RFP	04/03/2017
•	Questions about the RFP due	04/14/2017
•	Responses to questions issued	04/25/2017
•	Closing date for receipt of proposals	05/02/2017 – 12:00 pm CST
•	Proposal Selection	05/09/2017

2.3 Submission of Questions

Questions, comments, and requests for clarification must be submitted via email to <u>RFPinfo@labor.alabama.gov</u> 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 email by 5:00 pm CST on April 14, 2017. Responses to questions will be issued by 5:00 pm CST on April 25, 2017 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 email transmission. Responses to all communications as posted on the <u>http://www.labor.alabama.gov</u> 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.

2.4 Reference Checks & Information from Other Sources

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

2.5 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 Single Point of Contact

CONTRACTOR and ADOL will each assign a Single Point of Contact (SPOC) with respect to the RFP. It is expected the SPOC will not change throughout the period of the RFP. In the event 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, email address, etc.).

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

4.0 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.
- Prevent interception and manipulation of data during transmission to and from any servers as applicable.

CONTRACTOR will notify 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.

5.0 **Project Managers**

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

5.1 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 any weekly meetings with CONTRACTOR as necessary.
- Coordinate participation from internal and external stakeholders as required.
- Establish an ADOL project team.
- Coordinate ADOL's review of deliverables and recommend acceptance.

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

5.2 Contract 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 meetings 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.
- 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.

5.3 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 Unemployment Compensation Administrator and the CONTRACTOR.

5.4 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 RFP. Any changes to the RFP will require an official modification to the original contract which will require the same signature process.

5.5 Key Personnel

CONTRACTOR will assign all of the following personnel to the PROJECT on the time basis established in Table 1 below. In the event 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

6.0 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 list of employees who will need access to the building and to state systems as required for the execution of the Business Process Analysis. Any CONTRACTOR employee(s) who requires access to IT resources must sign and comply with ADOL and ISD Policies.

7.0 Contractor Tasks & Deliverables

CONTRACTOR will provide to ADOL 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 Statement of Work have been met based on written response from ADOL.

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 Excel. 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.

7.1 Deliverables

CONTRACTOR must provide timeline and deliverables in proposal. Final invoice for contract must be submitted prior to August 31, 2018.

7.2 Who is Eligible to Apply

Qualified CONTRACTOR must have a minimum of three (3) years experience and expertise with ETA's UI data validation methodology and data validation tools including the Sun System and a minimum of three (3) years experience providing training and technical assistance to states on their UI data validation efforts. The methodological and implementation experience must include UI Benefits and Tax. The CONTRACTOR must be able to provide experienced UI data validation personnel to conduct a full data validation for the sixteen benefits' populations and the five tax populations on-site.

In order to conduct business with the State of Alabama, a vendor must be **registered** with the STAARS Vendor Self Service (VSS). A vendor number is assigned by STAARS and this number must be included in the proposal. Vendors not currently registered with the STAARS system may register at <u>http://procurement.staars.alabama.gov</u>. In addition to becoming a registered vendor, should you want to be a **subscribed** vendor, a subscription fee is requested. Being a subscribed vendor is voluntary and not required. There is no fee for registering, without subscribing, in the STAARS system.

7.3 Qualifications & Proposal

Selection of the CONTRACTOR will be based on Qualifications, the proposed Scope of Services and proposed Fee. The CONTRACTOR must have a successful track record in projects of similar nature and demonstrate competency and qualifications to plan, implement, and manage this PROJECT. 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)
 - a. Include STAARS vendor number
- 2. History of firm and description of services offered (2 pages maximum)
- 3. Project team (5 pages maximum)
 - a. Team organizational 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 (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 minimum of 3 business reference contact names for Contractor, with preferred contact phone numbers and email addresses. References for projects of similar size and scope are highly preferred (1 page maximum)
- 9. Resumes one required for all assigned personnel (2 page maximum per person)
- 10. Additional materials (no page limit)
- 11. Completed E-Verify Memorandum of Understanding
- 12. Completed Certificate of Compliance with the Beason-Hammon Act
- 13. Completed Form W-9
- 14. Completed Disclosure Statement
- 7.4 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 RFP#: 70130005 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 May 2, 2017 to the following address:

Alabama Department of Labor 649 Monroe Street, Room 3438 Montgomery, AL 36131 Attention: Miriam Patterson

The selected CONTRACTOR may be required to provide a redacted proposal for public use.

7.5 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 Secretary of Labor and other stakeholders on the progress of the project.

- 1. Information Systems Programmer
- 2. Information Systems Programmer
- 3. Assistant Labor Market Information Director
- 4. Tax Performance System Coordinator
- 5. Data Validation Coordinator

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.

7.6 Evaluation Criteria

A technical review team consisting of staff from the department's Benefit, Tax, LMI, and Information System divisions will evaluate all proposals meeting the criteria of this RFP. Proposals will first be examined to eliminate those that do not respond to the stated requirements. Additional information on the proposal may be sought from the vendor.

Responses will be evaluated using the following criteria:

- Up to 30 points will be awarded based on CONTRACTOR's ability to perform work onsite.
- Up to 20 points will be awarded based on CONTRACTOR's experience in working on projects of similar nature.
- Up to 20 points will be awarded based on CONTRACTOR's experience with ETA's UI data validation methodology and data validation tools.
- Up to 20 points will be awarded based on CONTRACTOR's experience providing training and technical assistance to states concerning their UI data validation efforts.
- Up to 10 points will be awarded based on CONTRACTOR's proposal for the cost of the Independent Verification and Validation.

Notwithstanding the above, State reserves the right to award on the basis of cost alone, accept or reject any or all bids, and to act in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by offers clearly in consideration for award.

8.0 Funding

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

8.1 Payment

This is a fixed price contract. CONTRACTOR agrees to invoice ADOL for the deliverables or work completed per the requirements set forth. ADOL will make payments to CONTRACTOR only after receiving accurate invoice for deliverables completed and accepted. A deliverable will be considered "complete" when ADOL has determined that the acceptance criteria for that specific deliverable has been met. Contractor shall provide a payment table based on deliverables in response including a timeline for deliverables.

Payments will be made in accordance with ADOL's bill paying policy.

9.0 **Proposal Submission Date**

For consideration, the proposal must be received by May 2, 2017 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.

CONTRACTOR 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.

10.0 Schedule

Work must be completed and final invoices submitted before August 31, 2018.

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. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
- C. Title VI of the Civil Rights Act of 1964 as amended, which prohibits discrimination on the bases of race, color and national origin;
- D. The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- E. The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- F. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- G. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- H. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- I. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury;
- J. 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;
- K. the condition that if selected workmen's compensation insurance will be provided as required by the laws of Alabama;
- L. the State of Alabama Proposer Disclosure form;
- M. the Alabama Computer Access, Security, Privacy, and Code of Conduct; and
- N. 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

Legal Requirements

The Proposer must be able to agree to the following language which is required to be included in any awarded contract:

- A. In dealing with ADOL data, the Proposer must agree to be bound by all of the confidentiality provisions as set out in 20 CFR Part §603, <u>Ala. Code</u> §§25-2-22, 25-4-116, 25-4-118 & 25-5-294.
- B. The Agreement shall be governed by the laws of the State of Alabama. The parties hereto agree 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 No. 26. It is further agreed that if any provision of this Agreement shall conflict with any statute or constitutional provision or amendment thereof, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void. The Contractor's sole remedy for 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 Adjustments for the State of Alabama.
- C. 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.
- D. Department Does Not Waive Sovereign Immunity. Notwithstanding anything to the contrary in this Agreement, the Department of Labor does not waive sovereign immunity and expressly reserves sovereign immunity as a defense to any and all claims against the Department.
- E. Boycott/Open Trade Paragraph:

In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Proposer Name, Authorized Signature, Title, and Date

State of Alabama)

County of Montgomery

Alabama Department of Labor

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

DATE:

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

_____ by and between (Contractor/Grantee) and _____(State Agency, Department or Public Entity)

Nam

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____.

e of Contractor/C	rantee/Recipient		
By:			
Its:			

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

this ______day of _______20____.

Printed Name of Witness

WITNESS

Name (as shown on your income tax return)

ן page נ	Business name, if different from above		
or type ructions on	Check appropriate box: Individual/Sole proprietor Corporation Partnership Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=pa	rtnership) ♦	Exempt payee
Print c Inst	Address (number, street, and apt. or suite no.)	Requester's name and ac	ddress (optional)
Print Specific Instr	City, state, and ZIP code		
See	List account number(s) here (optional)		
Part	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.

		Definition of a U.S. namen For federal tax numbers well are
Here	U.S. person 🔶	Date 🔶
Sign	Signature of	
<u><u></u></u>		

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,

 $\bullet\,$ 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 $\ensuremath{\mathsf{TIN}}\xspace,$

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	Generally, exempt payees 1 through 7		

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

²However, 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*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *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.

What Name and Number To Give the Requester

	For this type of account:	Give name and SSN of:
	Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account
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
	b. So-called trust account that is not a legal or valid trust under state law	The actual owner
5.	Sole proprietorship or disregarded entity owned by an individual	The owner ^³
	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 ^₄
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

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*. 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* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

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.

^Circle the minor's name and furnish the minor's SSN.

²You 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.

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. 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 notax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

Page 4

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 RESPONSIBL	E FOR GRANT AWARD
ADDRESS	
CITY, STATE, ZIP	TELEPHONE NUMBER
This form is provided with:	
□ Contract □ Proposal □ Request for Proposal	\Box Invitation to Bid \Box Grant Proposal
Agency/Department in the current or last fiscal year?	ess units previously performed work or provided goods to any State ne goods or services, the type(s) of goods or services previously pro- services.
STATE AGENCY/DEPARTMENT TYPE OF GO	ODS/SERVICES AMOUNT RECEIVED
Have you or any of your partners, divisions, or any related busine Agency/Department in the current or last fiscal year?	ess units previously applied and received any grants from any State
If yes, identify the State Agency/Department that awarded the grar	nt, the date such grant was awarded, and the amount of the grant.
STATE AGENCY/DEPARTMENT DATE GRA	NT AWARDED AMOUNT OF GRANT
any of your employees have a family relationship and who may	blic employees with whom you, members of your immediate family, or directly personally benefit financially from the proposed transaction. als/public employees work. (Attach additional sheets if necessary.)
NAME OF PUBLIC OFFICIAL/EMPLOYEE ADI	DRESS 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/	STATE DEPARTMENT/
FAMILY MEMBER		PUBLIC EMPLOYEE	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.





THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

<u>ARTICLE I</u>

PURPOSE AND AUTHORITY

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

<u>ARTICLE II</u>

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).





4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer antidiscrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.





8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

- A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
- B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
- 5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including





the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.





10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 11. 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative The Employer further understands that any violation of the unfair nonconfirmations. immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be





authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties





performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

Form I-9 procedures for Federal contractors: The Employer may use a e. previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-todate and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA





1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation again as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit





the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

Α. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or





DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer		
Name (Please Type or Print)	Title	
Signature	Date	
Department of Homeland Security – Ve	rification Division	
Name (Please Type or Print)	Title	
Signature	Date	





Information Required for the E-Verify Program				
Information relating to your Company:				
Company Name:				
Company Facility Address:				
-				
_				
Company Alternate Address:				
-				
-				
County or Parish:				
Employer Identification				
North American Industry Classification Systems				
Parent Company: _				
Number of Employees:				
Number of Sites Verified for:				
-				

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)





Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:		
Name		
Nume		
Telephone Number:		
Fax Number:_		
E-mail Address:		
Name:		
Fax Number:		
F-mail Address		