

# ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA



**Request for Proposals Number 2025-01**  
**Automated Victim Notification System Application**  
**and Implementation Services**

Released February 24, 2025

Deadline March 18, 2025

**SECTION I  
INTRODUCTION**

1.1 REQUEST FOR PROPOSAL (“RFP”)

The Association of County Commissions of Alabama (the “ACCA”), as the administrator of a joint bid program for Alabama Counties, is requesting proposals from qualified firms and individuals to provide a compliant electronic application for Alabama crime victim registration and notification to be available to each of Alabama’s sixty-seven (67) counties. You are invited to provide a proposal in response to this RFP. All proposals must follow the requirements as provided in Section IV.

1.2 PROJECT DESCRIPTION

To provide crime victims with timely updates on the status of offenders and persons either accused of or convicted of a crime and within the custody, physical or custodial, of County jails, the ACCA is seeking an automated victim management system (“AVM System”) to be available to each of the sixty-seven (67) counties. The AVM System must comply with applicable federal and state laws, rules, regulations, and procedures and shall specifically comply with the provisions of statutes relating to Alabama Crime Victim’s Rights including, but not limited to, Alabama Code 1975, §§ 15-23-75, 15-23-78, and 15-23-80 with which the Counties are required to comply. Additional specifications of the AVM System and scope of work are included in Section III below.

1.3 PROPOSED PROJECT SCHEDULE

The following is an estimated proposed schedule:

RFP for Services Released	February 24, 2025
Deadline for Questions	March 4, 2025, 1:00 p.m. CT
ACCA’s Response to Questions	March 7, 2025
Proposals Due	March 18, 2025, 2:00 p.m. CT
Proposal Opening	March 19, 2025, 10:00 a.m. CT
Selection and Notification of Award	April 14, 2025

All dates set forth above and elsewhere in this RFP are tentative and subject to change at any time by the ACCA in the ACCA’s sole discretion. The ACCA reserves the right to delete or modify any part of the above Proposed Schedule.

1.4 RESULTING CONTRACTS

This RFP is issued by the ACCA as the administrator of a Joint Bid Program available to all sixty-seven (67) Alabama Counties. Following approval from the designated Awarding Authority, the Houston

County Commission, it is anticipated that the successful Proposer will enter into a contract agreement whereby the successful proposer agrees to provide an AVM System that meets the requirements of this RFP utilizing the firm, fixed pricing schedule provided in the proposal to any County for a period of three (3) years (“Option Contract”).

Individual Counties may then request a proposal for services from the successful Proposer based upon each County’s individual needs (*e.g.*, integration for specific Records Management Systems [“RMS”] or Jail Management System [“JMS”] utilized by that County). Following the review of an individualized proposal for services from the successful Proposer, in each County’s discretion, the County may elect to enter into a Resulting Contract. To the extent practical, and subject to modification by individual Counties based upon advice of counsel, the Resulting Contract will be in a format prescribed by the ACCA and shall, in any event, be subject to the terms and conditions of this RFP. The ACCA does not guarantee the number of Counties that may request or enter into a Resulting Contract, nor does an award by the designated Awarding Authority grant an exclusive right to provide an AVM System or related services to any Alabama County.

#### 1.5 COMMUNICATIONS

From the time that this RFP is published until such time as the Houston County Commission, the designated awarding authority for the ACCA Joint Bid Program, has made an award to a successful Proposer pursuant to the evaluation terms as set forth in Section V below, all informal communications between the ACCA and the Proposer, and any Alabama County and the Proposer relating to this RFP and the project shall cease. Only formal questions and clarifications pursuant to Subsection 1.5 will be permitted. Inappropriate communications related to this RFP between the Proposer or any agent of the Proposer and the ACCA, or any elected official, employee, or agent of the ACCA or any Alabama County will result in disqualification from the process.

#### 1.6 QUESTIONS AND CLARIFICATIONS

Questions and clarifications shall be directed to the ACCA’s sole point of contact, Katherine Jessip, at [kjessip@alabamacounties.org](mailto:kjessip@alabamacounties.org). The subject matter must read: “Questions for the AVM System RFP.”

Questions must be received by 1:00 p.m. Central Time, on March 4, 2025. If appropriate, the ACCA will post answers to questions on its website, [www.alabamacounties.org](http://www.alabamacounties.org), by close of business on March 7, 2025. All questions must be submitted in and responded to in writing to be relied upon by the Proposer.

**SECTION II**  
**PROPOSAL CONDITIONS AND LEGAL REQUIREMENTS**

**2.1 PURPOSE OF THE RFP**

This RFP process is for the benefit of the ACCA and its represented Counties only and is to provide the ACCA with competitive information to assist in the selection process of a qualified vendor capable of providing services to all sixty-seven (67) counties. All decisions on compliance, evaluation, term, and conditions will be made solely at the discretion of the ACCA and made to favor the ACCA and Alabama Counties.

**2.2 PROPOSAL AND CONTRACT INTERPRETATION**

No interpretation of any provision of the RFP, the Option Contract, or any Resulting Contract, including applicable specifications, is binding on the ACCA or any County unless furnished or agreed to in writing by the ACCA or the County.

**2.3 RESERVATIONS**

The ACCA reserves the following rights:

- a) To amend or modify this RFP;
- b) To reject or accept any and all proposals;
- c) To reject individual proposals for a failure to meet any requirement;
- d) To waive defects or irregularities in any proposal;
- e) To request additional information from Proposers to qualify or disqualify Proposers;
- f) To disqualify a Proposer for providing false statements or materials; and
- g) To cancel this RFP at any time.

**2.4 REASONABLE INVESTIGATION**

The ACCA may make such reasonable investigations as deemed proper and necessary to determine the ability of a Proposer to perform the services solicited pursuant to this RFP, and the Proposer shall furnish to the ACCA all such information and data for this purpose as may be requested. The ACCA further reserves the right to reject any proposal if the evidence submitted by or investigations of the Proposer fails to satisfy the ACCA that the Proposer is properly qualified to carry out the obligations of the Option Contract or any Resulting Contract and to provide the services contemplated in this RFP.

**2.5 CLARIFICATIONS**

The ACCA may seek clarification of the proposal from a Proposer at any time. Failure of the Proposer to respond is cause for rejection. A clarification submitted in response to such a request is not an opportunity to change the original proposal.

## 2.6 PROPOSER'S REPRESENTATION

The Proposer, by submission of a response to this RFP, represents that it has read and understands the RFP and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. The failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other documents, or to acquaint itself with conditions existing at the site shall in no way relieve Proposer from any obligations with respect to its proposal or to the Option Contract or any Resulting Contract.

## 2.7 FIRM PROPOSAL

All Proposals will remain firm and unaltered for ninety (90) days after the proposal due date or until an Option Contract is fully executed with any Proposer, whichever is earlier; provided, however, that if a Proposer is engaged in negotiations for an Option Contract, the Proposer will be allowed to make proposal modifications in accordance with and as requested by the ACCA or the designated Awarding Authority.

## 2.8 SUBMISSION DOES NOT CONFER A RIGHT ON PROPOSER

The submission of a proposal confers on the Proposer no right of selection or to a subsequent Option Contract or Resulting Contract.

## 2.9 COST OF RESPONDING

All costs incurred by the Proposer in preparation and delivery of responses to this RFP, including presentations to the ACCA or participation in an interview, shall be borne solely by the Proposer regardless of whether or not the Proposer is selected for negotiations. Any costs associated with this procurement will be the responsibility of the Proposer. The ACCA, in no way, shall be liable for any of these costs. At no time will the ACCA provide reimbursement for submission of a proposal.

## 2.10 OPEN RECORDS

Except as otherwise provided in this subsection, without regard to any designation made by the person or entity submitting a proposal, the ACCA considers all information submitted in response to this RFP subject to public disclosure without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission. If the Proposer believes that any portion of its Proposal contains trade secrets or other information that would not be subject to disclosure under Alabama's Public Records law, the Proposer may submit, in addition to an unredacted copy of the proposal, a second copy designated and marked prominently as a "REDACTED" copy, along with a letter detailing the Proposer's asserted grounds for each redacted portion. By submitting a redacted copy, Proposer agrees to indemnify, defend, and hold harmless the ACCA, its officers, employees, or designees for any claims relating to requests for any redacted information. For the avoidance of doubt, the entirety of any Option Contract or Resulting Contract, including pricing schedules of the successful Proposer, shall be subject to full disclosure.

## 2.11 ORAL PRESENTATIONS

The ACCA may, at its sole option, elect to require oral presentations by Proposers being considered for award. This will provide an opportunity for the ACCA to ask questions and Proposers to clarify or elaborate on their proposals. This is to be considered a fact-finding and explanation session only. The ACCA will schedule the time and location of these presentations, if required.

## 2.12 INSURANCE

- a) The Proposer shall procure and maintain pursuant to the terms of the Resulting Contract the following types of insurance coverages:
  - i. Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. Additionally, Proposer must provide Employer's Liability Insurance with a policy limit of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
  - ii. Comprehensive General Liability Insurance with policy limits of not less than \$1,000,000 for each occurrence and \$3,000,000 in the aggregate.
  - iii. Commercial Business Automobile Liability Insurance with policy limits of not less than \$1,000,000 (owned and rented) combined single limit and \$3,000,000 aggregate for bodily injury and property damage.
  - iv. Professional Liability (Errors & Omissions) Insurance with policy limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate.
- b) With the exception of Workers' Compensation coverage, the ACCA and the County shall be listed as an additional insured on each policy. Prior to execution of the Resulting Contract, the successful Proposer shall provide a Certificate of Insurance listing ACCA, County, their employees, partners, agents, and assigns, as the named certificate holder, which shall further specify that such insurance is not subject to cancellation without prior written notice to the County of at least thirty (30) days.
- c) Subject to express written approval from ACCA, Proposer may meet the required limits in this Subsection through an excess or umbrella liability coverage.
- d) The ACCA reserves the right to require other types of insurance coverage.

## 2.13 INDEMNIFICATION

Proposer shall indemnify, defend, and hold ACCA and its officers, employees, and agents and any County, its offers, employees, and agents harmless from and against liabilities, damages, losses, and judgments, relating to the Option Contract or any Resulting Contract including, but not limited to, reasonable attorneys' fees and expenses recoverable under applicable law. For the avoidance of doubt, this provision applies to any data breach of sensitive personally identifiable information and any technical, administration, notice, penalties, or damages resulting therefrom consistent with the Alabama Data Breach Notification Act of 2018.

## 2.14 CONFLICT OF INTEREST

Proposer covenants that it has disclosed to the ACCA and agrees it is under a continuing obligation to disclose financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that may conflict in any manner with Proposer's obligations under the Option Contract or any Resulting Contract. Proposer shall establish a conflict of interest policy prohibiting any employees, agents, consultants, and officers from receiving any funds or obtaining a financial interest or benefit from any activity, or have an interest or benefit from the activity; or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties with the ACCA or contracted County, during their tenure with the Proposer or for one (1) year thereafter.

## 2.15 ANTICOMPETITIVE PRACTICES PROHIBITED

Anticompetitive practices among vendors, the ACCA, the County, or affiliated persons will not be tolerated. Any person who offers or pays any money or valuables to any person to induce him or her not to submit a proposal in response to the RFP and any person who accepts money or other valuables for not submitting a proposal, or who withholds a proposal in consideration of the promise for the payment of money or other valuables shall be disqualified from this or future RFPs issued by the ACCA .

## 2.16 MINIMUM LEGAL REQUIREMENTS

Proposers selected for work by the ACCA must be compliant with federal and state statutes, regulations, and executive orders. At a minimum, the Option Contract or any Resulting Contract shall include the following terms:

- a) Section 13-31-9 of the Code of Alabama 1975 imposes conditions on the award of County contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. 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.
- b) Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the Agreement of County contracts. By signing this contract, the contractor 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.
- c) In compliance with Code of Alabama 1975, § 41-16-161, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Code of Alabama 1975, § 41-16-160. This requirement applies to contracts entered into on or after October 1, 2023, if the Contractor employs 10 or more

employees and the contract could exceed \$15,000 over the term of the contract. Code of Alabama 1975, § 41-16-161. The written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.



### SECTION III SCOPE OF WORK AND PROPOSAL CONTENT

Proposer must provide an AVM System that meets, at a minimum, the requirements set forth below. Based upon each County's individual needs, the AVM System proposed may be a stand-alone product or may be required to be integrated into each County's individual RMS or JMS software. A successful proposal shall demonstrate the ability to provide both solutions.

3.1 INDIVIDUAL COUNTY PROPOSAL Successful Proposer will be required to, upon request, and at no cost to the County, provide an Individual County Proposal ("ICP"), which shall include the following:

- 3.1.1 Implementation Plan: The ICP shall include an implementation plan with a brief description of the major tasks, the overall resources needed (such as hardware, software, facilities, materials, and personnel), data migration, migration from the existing system to the proposed solution, and site-specific implementation requirements.
  - a) The implementation plan shall recommend hardware necessary to implement the proposed solution for participating user agencies and may also recommend hardware to improve functionality.
  - b) The implementation plan must specifically address the County's needs for migration based upon the current County capabilities and whether or not the AVM System is to be a stand-alone or integrated system with the County's JMS or RMS.
  - c) Data Transition Methodology: The implementation plan must provide the County with more than one integration model alternative, to include a web service and direct transfer through Secure File Transfer Protocol (SFTP). A description of each offered standard integration model for data transmission should be provided.
  - d) The proposed solution must ensure all data is encrypted and secure during data migration.
- 3.1.2 Project Management Plan: The ICP shall include a project management plan with a statement of scope, critical success factors, deliverables, work breakdown structure, schedule, budget, quality, and personnel plan.
- 3.1.3 Budget Plan: A detailed itemized budget plan consistent with the cost proposal, as adopted in the Option Contract, including a breakdown of all covered costs for product and services provided and including an explanation of each.

The ICP will be utilized by individual Counties to determine whether to proceed with a Resulting Contract, and will be adopted and incorporated as part of the Resulting Contract. The ICP shall be tailored to each individual County's needs, and may, as directed by the County, require a stand-alone system or integration into the County's existing JMS or RMS system.

A proposal submitted in response to this RFP must address the Proposer's strategies or plans for creating an ICP for a requesting County including plans for solicitation of feedback from the County and an example of a proposed timeline for development of an ICP. Separate plans or strategies should be provided for Counties with a robust JMS or RMS system and Counties

without a formal system. Each plan or strategy must address data migration issues.

### 3.2 PROPOSED SYSTEM CAPABILITIES

3.2.1 Web-based Public Registration Portal: Provide a secure web application in English and Spanish languages serving as a comprehensive information and notification resource for registrants, including Alabama crime victims, law enforcement, victim service officers, and interested parties.

- a) The registration portal must provide the following minimum capabilities:
  - i. Allow a user to securely log-on to register as a victim, family member of a victim, public official, law enforcement, victim service provider, offender relative or friend, or other interested individual to create a password protected account; to recover forgotten passwords; and to update or modify all user account information. Mandatory registrant data will include, but may not be limited to, the following metrics: full name, mailing address, landline phone (or ability to designate N/A), cell phone, and email address of the registrant. User registration must allow for classification of users and permissions based upon the classifications identified in this subdivision as all users may not be entitled to all forms of notification.
  - ii. Create a historical record of all registered accounts, including, but not limited to, the date and time of account creation, the date and time of all subsequent amendments or modifications of any registrant data, and the date and time of termination of the registered account.
  - iii. Registrant must be allowed to register for unlimited notifications for all statutory notifications and designate who shall receive notifications; the preferred method or methods of notification; and the preferred phone, email, or physical address where selected notifications shall be sent. Registrant must also be allowed to update all registration information.
  - iv. Registrant must be allowed to self-select a four-digit PIN or alternative that may be used to confirm receipt of telephone notifications.
  - v. Once logged in, a registrant must be allowed to select an offender or multiple offenders (identified by name, case number, or other identifying information) for which the registrant wishes notification of any offender status changes.
  - vi. A registrant must also be allowed to opt out of notifications with regard to a specific offender without impacting other registrations and confirmation of the request to opt out must be provided to the victim.
  - vii. Portal must be accessible 24 hours a day, seven days a week, and 365 days a year.
  - viii. The proposed solution shall use adaptive or responsive design so that the web-based public registration portal may be accessed and used from a mobile device (*i.e.*, smart phone, tablet). Alternatively, vendors may propose mobile applications that provide for the same.

3.2.2 Administrative Portal: Provide a secure administrative web portal available to stakeholder agency users. Agency users shall be individuals employed by the County providing data for use in the proposed solution. The administrative portal must provide the following minimum capabilities:

- a) Allow a system administrator to generate and issue secure, unique identifiers to agency users. The unique user identifier shall identify the agency user's agency and shall restrict the agency user to the appropriate security access level.

- b) Allow an agency user to securely log-on with the pre-issued secure identification number, create a password protected account, and recover forgotten password.
- c) Provide multiple security access levels, restricting each agency user's rights, access authorities, and privileges to affect only the data supplied by the agency, which the agency user represents. The proposed solution should also allow for differing levels of security to be defined by each agency (e.g., an agency may allow some employees read-only access to monitor data or to print notifications, while allowing other employees full edit privileges).
- d) Create a historical record of all agency user accounts, including, but not limited to:
  - i. the date and time of account creation;
  - ii. the date and time any victim or offender records were accessed, the records accessed;
  - iii. the date and time of all victim or offender data amendments or modifications by any agency user; and
  - iv. the date and time of termination of the agency user's account.
- e) Agency users must be able to search victim and offender records within the proposed solution using any of the following search criteria: offender first name, middle name, last name, date of birth, other identifying number, status as a juvenile defender, or other data elements as may be identified by the County; or conduct a complex/advance search of all available data using the aforementioned search criteria in any combination. Search results must be able to display, at minimum, the following offender information: any available images, identifying information (name, date of birth, identification number, or other offender specific data elements), current location, and current status (e.g., held on bond, convicted or adjudicated, escaped, or released).
- f) Agency users, subject to agency security clearance, must be able to verify whether a victim qualifies as a "statutory victim" at the case-level, meaning the individual is entitled to paper notification, if requested, for a particular case or notification type.
- g) Agency users must be able to review and ensure the appropriate offender information is correctly matched with the appropriate victim information through acceptable report functionality or otherwise.
- h) Agency users must be able to designate public official or law enforcement registrations and match the same with appropriate case-level offender information as necessary to provide notice.
- i) Agency users with proper security clearance must have the ability to create and update all public official or law enforcement profiles to include the official's name and contact information necessary to provide notice.
- j) The administrative portal must automatically track and record each contact made with a victim/official/registrant through the system and provide reports to agency users with proper security clearance.

- k) Agency users must be allowed to create or update victim/registrant information and offender information, subject to agency user security level access.
- l) Create PDF documents, which may be printed as needed for mail notifications. A record of the PDF document shall be automatically stored electronically within the historical record and linked to the appropriate victim/official/registrant and offender. A record that the document was printed should also be stored within the historical record.
- m) Allow agency users to create, edit, and modify scripts in English and Spanish for automated, clear, and comprehensible phone, email, letter, and text notifications.
- n) Provide for and track all statutorily required notifications and provide reports to agency users with proper security clearance.
- o) Agency users must be allowed, subject to agency security clearance, to monitor victim notifications to ensure the victim's preferred methods of notification are being utilized; to verify notifications issued; to review content of issued notifications; to stop or cancel notifications; to provide emergency notifications; and to amend content of the various forms of notifications prior to issuance.
- p) Portal must be accessible 24 hours a day, 7 days a week, and 365 days a year.

3.2.3 Notifications: The proposed solution must provide for all of the following options for notifications, although additional electronic notifications may be provided:

- a) Phone: automated, clear, and comprehensible telephone notifications to any direct dial number. The proposed solution must offer continuous phone notifications until the associated registrant PIN or like alternative is entered thereby verifying notification receipt or an agreed upon time has passed.
- b) Email: email notifications initiated at the time of the status change.
- c) Short Message Service (text): SMS notifications, limited to 160 characters, initiated at the time of the status change. SMS notifications will include a link to the vendor website that will in turn include all statutorily required notification language.
- d) TTY (Text Telephone): TTY, for the hearing impaired, initiated at the time of the status change.
- e) Postal mail: the proposed solution shall generate PDF documents printable in hard copy format for mailing by agency users. For notifications to “statutory victims” required to receive notification through postal mail, the AVM System shall automatically prompt agency users to print hard copies, even if that is not a preference requested by the “statutory victim.” This includes, but is not limited to, notifications of pending release and death pursuant to Alabama Code § 15-23-78 and notification and copy of release opinion issued by the Alabama Department of Mental Health (“ADMH”) pursuant to Alabama Code § 15-23-80.

3.2.4 Automated tool:

- a) As changes occur in an offender’s status, based on data provided by an agency user, JMS or RMS, , the proposed system shall automatically and electronically notify all applicable registrants and/or provide PDF notifications automatically and electronically to responsible agency users to print and mail. At the time of this RFP, the following status changes are currently statutorily notifiable events applicable to Counties:

Custodial Custody	Physical Custody
Release on Bond (§ 15-23-75(4)) <ul style="list-style-type: none"> <li>Notification type not specified</li> </ul>	Escape and subsequent Return (§ 5-23-75(5)) <ul style="list-style-type: none"> <li>Notification type not specified</li> <li>Must be provided “as soon as practicable”</li> </ul>
Copy of Release Opinion from ADMH (§ 15-23-80) <ul style="list-style-type: none"> <li>Copy of Opinion must be Mailed</li> </ul>	End of Sentence (§ 15-23-78(1)) <ul style="list-style-type: none"> <li>Notification must be mailed</li> <li>Must be sent within 15 days of end of sentence date</li> </ul>
	Death of Detainee (§ 15-23-78(2)) <ul style="list-style-type: none"> <li>Notification must be mailed</li> <li>Must be sent within 15 days of the death of detainee</li> </ul>

The proposed system must allow for customization of status designations and notifications to adapt to changing laws.

- b) The proposed solution must provide an automated system, with additional manual control, which uses its logic to match and automatically map and identify offenders as they move through the criminal justice system and their status changes.
- c) Data Monitoring: The proposed solution must provide for systems and agencies data monitoring through operational business intelligence and remote monitoring by evaluating events, warnings, and alarms. The proposed solution should be capable of assigning action based upon configurable business rules and the event or alarm type received as well as provide for creating support tickets and performing automatic data reconciliation.
- d) Emergency Override Line (EOL): Proposed solution must provide mechanism to detect and track data or software outages from any agency user and notify the responsible agency user of the outage. The proposed solution must provide an EOL process ensuring, during an outage, notifications continue to be made in a timely and accurate manner.

3.2.5 Interfacing: To the extent that the Resulting Contract requires and interface with a County’s JMS or RMS, all interfaces will be in conformance with the National Information Exchange Model (“NIEM”).

- 3.2.6 Data Ownership: All data provided by the County will be and will remain the property of the County and shall be returned to the originating agency or the County on behalf of the originating agency upon the cessation of services by vendor as directed by the County.
- 3.2.7 Data Repository: The proposed solution shall provide access to the repository as a web service available in real time.
- 3.2.8 Scalability: The proposed solution must be capable of accommodating more than 2,000 simultaneous web users.
- 3.2.9 Security: The proposed solution shall include proper security measures in accordance with industry standards including, but not limited to, the following:
- a) Data Security: The proposed solution must adhere to and comply with National Institute of Standards and Technology (“NIST”) standards and must offer a comprehensive authorization and access control mechanism. The successful vendor agrees and certifies it will not mine data, use data for any private purpose, or use data for any purpose not expressly authorized by the appropriate authority from the originating agency user.
  - b) Data Encryption: The proposed solution must ensure all data is encrypted during data migration, during use within the proposed solution, and while stored or resting within the proposed solution.
  - c) Security and Application Patch Management: The proposed solution must implement automated software update tools ensuring the operating systems and third-party software used in the proposed solution run the most current available security updates.
  - d) Penetration Testing: The proposed solution must allow for penetration testing before deployment and at routine intervals thereafter for the vendor to mitigate and resolve any identified vulnerabilities.
- 3.2.10 Ongoing Maintenance and Scalability: Vendor must provide ongoing maintenance and updates to the proposed solution as needed to ensure that the system maintains the standards set forth in this RFP, as well as modifications due to arising needs identified by the County or changes in law. Requirements for ongoing maintenance shall include, at a minimum, the following:
- a) Maintenance and Support: The proposed solution shall include system maintenance, including updates to the public registration portal, administration portal, the centralized data repository, the web accessible user interfaces, system scripts, and normal programming changes for English and Spanish languages. Upon deployment of a compliant system under an awarded professional services contract, maintenance of the proposed solution shall be provided for three (3) years following deployment. Thereafter, system maintenance and support may be provided for under a separate contractual agreement as determined by the County.
  - b) Maintenance Schedules and Timing: All maintenance to the system shall be done in such a manner as to avoid disruptions to operations and ongoing requirements as

required by law.

- c) Analytical Tools: The proposed solution shall provide analytical tools allowing for changes to the system with minimal, if any, software development; reducing development time; allowing for testing prior to deployment of changes in a mimic concurrent production environment; and allowing deployment of changes to the system.
- d) Technology Enhancements: The proposed solution must provide a policy for regular system upgrades or service improvements in keeping with technological advancement.
- e) Survey Tool: The proposed solution shall provide a survey tool or like capability to gather user feedback to assist with making meaningful improvements to the system.

3.2.11 Disaster Recovery: The proposed solution must provide a backup system and backup protocol sufficient to ensure complete recovery of the system and all data in the event of a disaster or failure. Data, minimally, will be backed up daily and securely stored offsite. A copy of County and stakeholder data will additionally be supplied daily to the County, as directed, and in a format directed by the County. The proposed solution must ensure backups (remote and cloud services) are properly protected via physical security and encryption when stored as well as when moved across the proposed system network.

3.2.12 Reporting and Monitoring: The proposed solution must be capable of providing reports to agency users with appropriate access. Proposer should address capabilities for reporting and monitoring in the Proposal including, at a minimum, the following:

- a) Usage Reports: The proposed solution must describe all report capabilities available through the proposed solution.
- b) System and Data Monitoring Technologies: The proposed solution shall provide the ability to monitor frequency and accuracy of data, provide agency user notification of alarms, provide for alarm resolution, provide agency user access to system reports of metrics and alarms, and track incidents to resolve problems within the proposed solution. The proposed solution shall also include logging and audit trails for all activities within the proposed solution.

3.2.13 Technical Assistance and Training: The proposed solution will include technical assistance, including research, troubleshooting, and escalation, 24 hours per day, 7 days per week, and 365 days per year. Training shall be provided via the Internet or on-site when such training is indicated or otherwise requested by the County. Training materials shall include user manuals, training videos, brochures, posters, registration materials, and other relevant training records as may be required.

3.2.14 Marketing and Education: The successful vendor may be requested to provide assistance to the County with public education once the proposed solution is implemented. Vendors should address in their proposals any capabilities or experience with public education campaigns conducted for the proposed solution.

### 3.3 PROPOSAL CONTENTS

To help review each submission, the Proposal must be organized into two separate packages: a technical package and a separately sealed cost proposal.

- a) The Technical Package: This package must include the following information:
  - i. Title Page, which must include Proposer's contact information: company name, primary/authorized point of contact, mailing address, phone number, and e-mail address. Note: the e-mail address may be used for formal communications by the ACCA.
  - ii. ACCA Certification Form, included as Attachment 1 hereto.
  - iii. Letter of Introduction including, at a minimum:
    - a. Number of years of service providing similar services and products;
    - b. Brief overview of the company's history, including general background, experience in providing similar services and products, knowledge Alabama Victim Notification requirements, and working with relevant agencies.
  - iv. Explanation as to the firm's qualifications, knowledge, and expertise including:
    - a. Key Personnel. List of personnel to be assigned to the project, including organizational structure, and each person's area of responsibility. Resumes for each professional to be assigned to this project are also required.
    - b. References. At least three references for projects similar in scope, including a statement as to the type of services performed, time period of service, point of contact, and relevant contact information. The ACCA reserves the right to contact references and clients listed in the Proposal as part of its evaluation.
    - c. Lost Clients. A list of all clients lost within the last three (3) years. This list should include a contact person, title, phone number, an e-mail address for each lost client; the length of service; type of services rendered; and reason for loss. If Proposer has not lost any clients in the last three (3) years, state, "Proposer has not lost any clients."
    - d. Resource Management. Provide an explanation as to the relative prioritization this project, if awarded, would receive in comparison to other ongoing or anticipated projects for other clients.
  - v. A plan of operation as to how the Proposer expects to achieve the objectives in Subsections 3.1 and 3.2 of this RFP.
    - a. In responding to this Section, Proposer should specifically address each subdivision of Subsections 3.1 and 3.2.
    - b. Where relevant, examples or screenshots to demonstrate capability should be included.
  - vi. Consistent with Alabama law, the following forms are also required as part of the bid package:
    - a. Proposer must provide a copy of the CERTIFICATE OF COMPLIANCE WITH ACT 2016-312.
    - b. Proposer must provide a copy of the CERTIFICATE OF COMPLIANCE WITH ACT 2023-409.
    - c. Proposer must provide a copy of its Beason-Hammon Certificate. The Beason-Hammon Certificate of Compliance is available online at <https://www.alabamaag.gov/forms>.
    - d. Proposer must provide a copy of E-Verify MOU entered into with the Department of Homeland Security.
    - e. Proposer must provide a copy of its Form W-9. A Form W-9 is available online at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.

For your convenience, copies of these forms, with the exception of the Everify MOU, which must be printed once logged in, are also included as Attachment 3.



The ACCA reserves the right to contact references and clients listed in the Proposal as part of its evaluation.

- b) The Cost Proposal: Proposer must submit in a separate, sealed envelope, a proposed firm, fixed fee for all services included in this RFP utilizing the Cost Proposal Form Provided in Attachment 2. This Form will be utilized for the purposes of evaluating the proposals. Proposer may also propose an alternative fee structure for consideration during negotiations for the Option Contract.

**SECTION IV**  
**PROPOSAL SUBMISSION, EVALUATION, AND CONTRACT PROCESS**

4.1 SUBMISSION REQUIREMENTS

- a) **Proposals must be received no later than 2:00 pm CT on March 18, 2025.** All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. Proposers have the sole responsibility for assuring that proposals are received by the designated date and time.
- b) The RFP shall be in writing labeled “RFP 2025-01: VICTIM SERVICES NOTIFICATION SYSTEM” and directed to:

Association of County Commissions of Alabama  
Katherine Jessip  
2 N. Jackson Street, Suite 701  
Montgomery, Alabama 36104

- c) Proposer is responsible for ensuring that the outside package is appropriately labeled. Packages that are prematurely opened because they were not properly labeled will not be considered. In the event a proposal is sent via third party courier (*e.g.*, FedEx or UPS), it is recommended that Proposers provide a separately sealed interior envelope that has been appropriately marked so as to avoid premature opening.
- d) Faxed or oral proposals will not be accepted.

4.2 FORMAT REQUIREMENTS

- a) Submittals must include one (1) original and one (1) electronic PDF copy. It is the Proposer’s responsibility to ensure the electronic PDF copy is an exact, searchable copy of the original. ACCA reserves the right to rely upon the electronic copy for evaluation purposes.
- b) The Proposal must be in two (2) separate packages: a technical proposal and a cost proposal, as defined in Subsection 3.3. Failure to provide the cost proposal in a separately sealed package may result in disqualification. If possible, the technical package should be bound in a single volume.
- c) To be considered for selection, Proposer shall submit a complete response to this RFP. Proposals should be as thorough and detailed as possible so the ACCA may properly evaluate Proposer’s capabilities to provide the required services. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- d) All proposals should be organized in the order in which the requirements are listed in Subsection 3.3 of this RFP. Proposals that are not organized in this manner risk elimination from consideration or a lower score in the evaluation of the proposal if the evaluators are unable to find where the RFP requirements are specifically addressed.

#### 4.3 REQUEST TO MODIFY OR WITHDRAW PROPOSAL

Proposer may make a written request to modify or withdraw the proposal at any time prior to March 18, 2025. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original response to the RFP and plainly marked "Modification to, or Withdrawal of, Proposal." Only written requests received by the ACCA prior to March 18, 2025, will be accepted.

#### 4.4 EVALUATION CRITERIA

a) The ACCA will evaluate all proposals using the criteria outlined in the table below.

<b>Criteria</b>	<b>RFP Reference</b>	<b>Percentage</b>
Certification Form (Attachment 1)	3.3.a.ii	P/F
State Law Certifications (Attachment 3)	3.3.a.vi	P/F
Proposer Background (Title Page, Introduction Letter)	3.3.a.i & 3.3.a.iii	5%
Qualifications	3.3.a.iv	25%
Plan of Operation	3.3.a.v	30%
Cost Proposal (Attachment 2)	3.3.b	40%

- b) Notwithstanding the foregoing, the ACCA reserves the right to make the selection on the basis of best value or quality alone or to accept or reject any or all proposals if it is determined to be in the best interest of the ACCA.
- c) Proposals found to be technically or substantially non-responsive at any point in the evaluation process may be rejected and not considered further.
- d) Following a determination that the technical proposal demonstrates that the firm is qualified to perform the work, the cost proposal will be opened. If the ACCA determines that the firm is not qualified to perform the project based upon the criteria above, the cost proposal will be returned unopened.

#### 4.5 ORAL INTERVIEWS

The ACCA may, at its sole option, elect to require oral presentations by Proposers being considered for award. This provides an opportunity for the ACCA to ask questions and Proposers to clarify or elaborate on their proposals. This is a fact-finding and explanation session only and does not include negotiation. Should the ACCA elect to allow presentations, the ACCA reserves the right to amend the above scoring percentage to accommodate for the presentation.

#### 4.6 FINAL SELECTION

All proposals will be evaluated by an evaluation team composed of ACCA staff and participating County members based upon the criteria outlined in Subsection 4.4 to determine the Proposer whose submission conforms to this RFP and is the most advantageous to the ACCA and its represented Counties. ACCA staff will make a recommendation to the designated Authorized Authority, the Houston County Commission, who will make the final selection. Proposers will be notified in writing.

#### 4.7 PUBLIC RECORDS

Only the final results of the evaluation will be available for review. Any work papers, individual evaluator or consultant comments, notes, or scores will be considered confidential. Further, to protect the integrity of the process, any confidential or trade secret information of Proposers, and the ability of the ACCA to successfully negotiate a contract in the best interest of the ACCA and its represented Counties, no proposal or evaluation information will be made available until following the execution of the Option Contract.

#### 4.8 NOTICE OF AWARD

Upon selection by the Awarding Authority, the ACCA will notify the successful proposer in writing of its intent to negotiate an Option Contract. Following the execution of the Option Contract, the successful vendor may be engaged directly by individual counties to negotiate a separate Resulting Contract.

#### 4.9 CONTRACT NEGOTIATION

The Proposer designated by the Awarding Authority will enter into contract negotiations. If an agreement cannot be reached to the satisfaction of the ACCA within thirty (30) days of notification of intent to negotiate an Option Contract, the ACCA may reject the proposal or revoke the selection and begin negotiations with the next qualified proposer.

To the extent practical, and subject to modification by individual Counties based upon advice of counsel, Resulting Contracts will be in a format prescribed by the ACCA and shall, in any event, be subject to the terms and conditions of this RFP and be consistent with the Option Contract between the Awarding Authority and the successful vendor.

#### 4.10 CONTRACT EXECUTION

Following a successful negotiation, the Option Contract will become effective upon the passage of a resolution by the Houston County Commission. Resulting Contracts will become effective upon the passage of resolution by the individual County.

# **Attachment 1**

## **CERTIFICATION FORM**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Bid Submitted by: \_\_\_\_\_

(Name of company representative)

Title: \_\_\_\_\_ Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

By submitting this Proposal, we agree:

Initials

That the Proposer has read, understands, and agrees to the conditions of the RFP.

\_\_\_\_\_

That the services and proposed solution meet the specifications of the RFP.

\_\_\_\_\_

That the Cost Proposal will be honored for all counties participating in the ACCA Joint Bid Program throughout the term of the Option Contract.

\_\_\_\_\_

That the Proposal includes the forms required under Alabama law as defined in this RFP.

\_\_\_\_\_

To be compliant with the minimal legal terms as defined in this RFP, and will further comply with any applicable state or federal law or regulation.

\_\_\_\_\_

That bidder will provide a performance bond upon request.

\_\_\_\_\_

That no conflict of interest, real or perceived, exists by submitting this Proposal or with any Resulting Contract.

\_\_\_\_\_

Signature of company representative submitting bid: \_\_\_\_\_

Title: \_\_\_\_\_

# **Attachment 2**

## **COST PROPOSAL**

**Bidder Name:**

---

Proposer must include the costs for all services outlined in the RFP. These firm fixed costs for the project include any costs for overhead and resources. In completing the form below, please consider the following.

Line Item 1: Proposer should include one firm, fixed cost for the implementation and provision of a solution that complies in all material aspects of the RFP, with the assumption that the solution provided is a stand-alone system.

Line Item 2: Cost for integration into an RMS or JMS system must be provided on an hourly rate. It is anticipated that the migration of data will be included as part of the interfacing for Counties with sophisticated JMS or RMS systems.

Line Item 3: Cost for the migration of data into a stand-alone system must be provided on an hourly rate. For the purposes of this RFP, it is assumed that the migration of data will be into a stand-alone system and will be performed by the Proposer.

Line Item 4: Cost for maintenance must be provided on an annual rate. Per the RFP, maintenance shall be provided for a period of three (3) years following implementation of the proposed solution.

In completing this form, the Proposer should multiply the Quantity Column with the Cost Column to create a Total Price per line item, which will then be totaled in the bottom right cell. For the purposes of this RFP, the number of hours has been estimated to provide for a fair assessment of Proposals. The actual number of estimated hours should be included in the ICP pursuant to Subsection 3.1 of the RFP.

Item Description	Quantity	Cost Per Unit	Total Price
1. Firm-fixed cost for Proposed Solution	1		
2. Hourly Cost for Integration	100 hours		
3. Hourly Cost for Migration Services	40 hours		
4. Annual Maintenance Cost	3 years		
<b>Total Proposed Cost</b>			

By signing below, bidder agrees to supply the products and services at the prices above in accordance with the terms, conditions, and specifications of this RFP.

Submitted by :

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment 3**  
**REQUIRED FORMS**

**CERTIFICATE OF COMPLIANCE WITH ACT 2016-312  
(BOYCOTT CERTIFICATE)**

The undersigned, as a duly authorized representative of \_\_\_\_\_,  
(the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor and is authorized to provide the representations set out in this Certificate as the official and binding act of Contractor and has knowledge of the provisions of Alabama Act 2016-312.
  
2. In compliance with said Act, 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.

Certified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR NAME:** \_\_\_\_\_

**By:**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Its:** \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WITNESSED BY:**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_



**CERTIFICATE OF COMPLIANCE WITH ACT 2023-409  
(ECONOMIC BOYCOTT CERTIFICATE)**

The undersigned, as a duly authorized representative of \_\_\_\_\_,  
(the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor named above, is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Act 2023-409 of the Alabama Legislature.
2. The Contractor is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.
3. The Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Contractor does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:
  - a. Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.
  - b. Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.
  - c. Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.
  - d. Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.
  - e. Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Certified this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR NAME:** \_\_\_\_\_

**By:**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Its:** \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above on this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESSED BY:**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON  
ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT**

STATE OF ALABAMA     §  
                                  §  
COUNTY OF \_\_\_\_\_ §

(Act 2011-535, as amended by Act 2012-491)

The undersigned, as a duly authorized representative of \_\_\_\_\_, (the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of \_\_\_\_\_ with Contractor and is authorized to provide the representations set out in this Certificate as the official and binding act of Contractor 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 (hereinafter "the Act").
2. Using the following definitions from Section 3 of the Act, Contractor has selected the appropriate description of its business structure and indicated the same by initialing its choice below:

**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) Contractor is a business entity or employer as those terms are defined in Section 3 of the Act.

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

3. 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.

4. The Contractor 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\_\_\_\_\_.

**CONTRACTOR NAME:** \_\_\_\_\_

**By:**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Its:** \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WITNESSED BY:**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                 <input type="checkbox"/> C Corporation                 <input type="checkbox"/> S Corporation                 <input type="checkbox"/> Partnership                 <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/> <hr/>

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

### 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*