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Section I: GENERAL INFORMATION

1. Purpose and Information

Alabama Secretary of State John H. Merrill (hereinafter "Secretary of State") hereby solicits a Request for Proposals (hereinafter "RFP") from business entities that provide professional services that encompass a high degree of specialized skill and knowledge in the comprehensive development and implementation of a computerized electronic Fair Campaign Practice Act System for the State of Alabama (hereinafter "Computerized FCPA System") that meets and exceeds the requirements, recommendations, and mandates of all state and federal laws, rules and regulations. Specifically, the Computerized FCPA System must meet the requirements set forth at Code of Alabama (1975), § 17-5-1, et seq., and it is the responsibility of each and every business entity submitting a response to this RFP to review, understand and ensure their proposals comply with Code of Alabama (1975), § 17-5-1, et seq. The Secretary of State has determined that the experience and professional qualifications of the service provider are particularly relevant to the provision of these services. The current contract will expire October 1, 2021.

Further, this RFP is issued in accordance with the requirements of Code of Alabama (1975), § 41-16-72(4). This RFP is not an offer to contract but seeks the submission of proposals from qualified, professional companies that may form the basis for negotiation of an agreement to provide comprehensive development and implementation of a secure Computerized FCPA System that meets and exceeds the requirements, recommendations, and mandates of all state and federal laws, rules and regulations.

The selected solution, if any, shall serve as the official and secured Computerized FCPA System for the State of Alabama.

Failure to provide any information requested in this RFP or any information requested by the Secretary of State will result in immediate disqualification from consideration.

The Secretary of State reserves the right to reject any or all proposals and to solicit additional proposals if that is determined to be in the best interests of the State of Alabama. The Secretary of State further reserves the right to amend this RFP in whole or in part. Any amendments to the RFP shall be made by written addendum and will be mailed and/or electronically forwarded to all vendors who submitted a proposal to this RFP.

2. Issuing Office & Contact Information

From the date of the issuance of this RFP until the selection of a Contractor, if any, is announced, all inquiries and questions concerning any aspect, component or part of this RFP shall be directed to the point of contact listed below.

During the RFP process, neither the Secretary of State nor other employees of the Secretary of State's office, except the below designated point of contact, should be contacted by any individual or company that intends to submit a response.

All proposals should be submitted in the format provided in Section II to:

Clay S. Helms

Deputy Chief of Staff & Director of Elections

Office of Secretary of State John H. Merrill

Overnight Mailing Address (e.g. FedEx, UPS, etc.) and In-Person Delivery

600 Dexter Avenue, Suite E-206

Montgomery, Alabama 36130

334-353-7177 – telephone

clay.helms@sos.alabama.gov – email

3. Minimum Qualifications

Each Respondent must have successfully implemented a similar solution(s) in other states, countries or political subdivisions thereof. Written certification of these qualifications is required in the response. Each Respondent must employ individuals who possess a high degree of specialized skill and knowledge; as such experience is particularly relevant to the provisions of the required services.

4. Written Proposals

To be considered, each Respondent must submit a complete written proposal in response to the requirements of this RFP. Verbal proposals will not be accepted. Proposals should be as thorough and detailed as possible so that the company's capabilities to provide the required services can be properly evaluated.

5. Due Date & Submission

Proposals must be received in the Secretary of State's office on or before May 12, 2021 5:00 p.m. (Central Standard Time). Respondents' proposals may be submitted electronically. Verbal or facsimiled proposals will not be accepted. Proposals received after the due date and time will not be considered.

It is the responsibility of the Respondent to ensure that its complete proposal is timely delivered and received in the proper office on or before the deadline for responding to this RFP. The Secretary of State will not consider incomplete proposals or any proposals received after the date and time specified herein. The Secretary of State assumes no responsibility for late delivery by the U.S. Postal Service, the State of Alabama's Central Mail Facility, a commercial courier service, overnight delivery service, or any other method of delivery selected by the Respondent.

All proposals received by the Secretary of State will be subject to public disclosure in accordance with Alabama public records laws.

All proposals received by the Secretary of State will be subject to public disclosure in accordance with Alabama public records laws.

During the RFP process, neither the Secretary of State nor other employees of the Secretary of State's office should be contacted by any individual or company that intends to submit a response unless specified herein below:

1. Any questions concerning the RFP must be directed to the Deputy Chief of Staff & Director of Elections, Clay S. Helms.
2. If the individual or company already has an agreement with the Secretary of State, the individual or company may contact the appropriate member of the Secretary of State's office concerning that agreement only.

The proposal must include a statement as to the period during which the proposal is valid. Respondent is responsible for any costs incurred in developing or submitting a proposal, or in presenting information to the Secretary of State.

The proposal must be signed by an official in the responding company who has the authority to bind the company.

6. Selection of Provider

The Secretary of State will review and evaluate all complete proposals. After the review and evaluation of the proposals, the Advisory Proposal Evaluation Committee referenced in Section III of this RFP may recommend that the Secretary of State conduct interviews or request further information. Any finalists chosen for interviews, if necessary, will be notified. The Secretary of State reserves the right to request a best and final offer from finalists. The Secretary of State will select the company the Secretary of State determines, in his sole discretion, to be fully qualified to provide highly specialized professional services and best suited among those submitted proposals to best meet the needs of the State of Alabama. *All proposals received in response to this RFP may be*

rejected and the Secretary of State may solicit additional proposals or may cancel the RFP completely without making a selection.

Upon selection, the Secretary of State will initiate negotiations for contract terms and conditions, including fees. The selection process is discussed in Section III.

7. Immigration Law Requirements

Pursuant to Code of Alabama 1975, §§ 31-13-9(a)-(f) and 31-13-9(k), as a condition for the award of any contract by the state to a business entity or employer that employs one or more employees, Respondents will be required to meet the following requirements:

§ 31-13-9(a). As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

§ 31-13-9(b). As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

§ 31-13-9(c). Any subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien

within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.

31-13-9(d). *A contractor of any tier shall not be liable under this section when such contractor contracts with its direct subcontractor who violates subsection (c), unless it is shown that the contractor knew or should have known that the direct subcontractor was in violation of subsection (c).*

31-13-9(f). *(1) This section shall not be construed to deny any procedural mechanisms or legal defenses included in the E-Verify program or any other federal work authorization program.*

(2) A business entity or employer that has enrolled in the E-Verify program and has used the program to verify the work authorization of an employee shall not be liable under this section for violations resulting from the hiring of that employee.

31-13-9(k). *All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause: "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."*

8. Agreement

The Respondent selected to serve as Provider must enter into an agreement with the Secretary of State. Said agreement shall comply with all state and federal laws, rules, and regulations. In the event that the Secretary of State selects a Provider, the company shall submit a proposed Scope of Services, Payment Schedule and any other information, each as separate exhibits in Word format to the Secretary of State within five (5) calendar days of being notified by the Secretary of State of such selection. The Secretary of State will use its own professional services agreement and Provider's submissions shall only serve as exhibits thereto.

9. Qualification to do Business in Alabama

All companies submitting proposals in response to this RFP must be qualified to transact business in the State of Alabama in accordance with to include, but not be limited to, Code of Alabama 1975, § 10A-1-7.01 et seq., and shall have filed and possess a valid "Application for Registration" issued by the Secretary of State at the time the agreement is executed.

All proposals submitted in response to this RFP must also include the completed Disclosure Statements as required by Code of Alabama 1975, § 41-16-80 et seq. (Disclosure Statement, Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Immigration Status Form, W-9, E-Verify Memorandum of Understanding, and Certificate of Existence Form issued by the Alabama Secretary of State's Office to verify corporate registration). Copies of the Disclosure Statement, Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, and Immigration Status Form are attached to this RFP.

10. Required Contract Language

Certain language is required in agreements (contracts) issued by the State of Alabama or by the Alabama Secretary of State's Office. The successful Respondent will be required

to enter into an agreement which contains to include, but is not limited to, language concerning the following or language as specified.

A. **Immigration/E-Verify** - The contract must set forth the penalties for violations of Code of Alabama 1975, § 31-13-9.

a. Requirement of Code of Alabama (1975), § 31-13-9

By signing this Agreement, 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 the provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

b. E-Verify Program

The Provider agrees to provide documentation establishing that it is enrolled in the E-Verify program. During the performance of the Agreement, the Provider shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

c. Subcontractor Compliance with E-Verify Program

If the Provider uses any subcontractor in the performance of this Agreement, such subcontractor shall enroll in the E-Verify program prior to performing any work on the project during the performance of the Agreement and, furthermore, the subcontractor shall participate in the E-Verify Program and verify every employee that is required to be verified according to the applicable federal rules and regulations.

B. **Total Contract Amount** – Maximum dollar amount to be paid under the contract and specific statement of what is included in this amount.

C. **Term of Agreement** – The beginning and ending date. The term of the agreement will not exceed two (2) years commencing upon the effective date of the agreement and expiring two (2) years thereafter. However, the Secretary of State may require the term to be less than the two-year period. The agreement

will not allow for automatic renewal. If the agreement is renewed it will require review of the Alabama Contract Review Permanent Legislative Oversight Committee. If the agreement is amended, at any time during its term, it will require review of the Alabama Contract Review Permanent Legislative Oversight Committee.

- D. **Contract Not A Debt** – It is agreed that the terms, conditions, and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void.
- E. **Effective Date Language** – Provider acknowledges and understands that this agreement is not effective until it has received all requisite state government approvals, and shall not begin performing work under this contract until notified to do so by the Secretary of State. Specifically, the effective date of the agreement will commence upon the Governor of the State of Alabama’s approval. Provider is not entitled to compensation for work performed prior to the effective date of the Agreement.
- F. **Termination Language** – All agreements shall contain provisions regarding termination for cause, without cause as well as providing remedies not involving termination. All agreements shall explicitly provide that a party’s sole remedy regarding any final dispute involving the payment of money will be addressed by the party filing a claim with the Alabama Board of Adjustment.
- G. **No Assignment of Contracts (Agreements)/No Agency Created** – A professional services contract/agreement cannot be assigned to a third party. If a different contractor is required, the original contract/agreement must be canceled and a new contract must be initiated. Specifically, the agreement shall provide that neither party may assign its rights or obligations arising out of the

agreement without the other party's prior written consent. The agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the Provider on behalf of Secretary of State. Furthermore, the agreement expressly forbids the creation of an agency or any other action that would create or imply that the Provider is an agent of the Secretary of State.

- H. **No applicability of Alabama Merit System** - Neither the Provider nor any contractor or subcontractor or agents related thereto is/are to be considered an Alabama Merit System employee and is/are not entitled to any benefits of the Alabama Merit System.
- I. **Severability** - If any term of the agreement is held to be unenforceable, the other terms of this agreement shall be enforced to the fullest extent permitted by law.
- J. **Governing Law and Jurisdiction** - The agreement shall be governed by and interpreted in accordance with all applicable laws of the State of Alabama without application of any conflicts of law provisions. In the event of a dispute resulting in litigation, the parties hereto consent to the personal jurisdiction and venue of the courts of the State of Alabama in Montgomery, Alabama.
- K. **Compliance with Alabama Act No. 2016-312** - By signing the agreement, the provider affirms and represents to the Secretary of State that the Provider is not currently engaged in, and that it shall not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- L. **Cybersecurity and Enterprise Architecture**

Throughout the term of the agreement and at all times in connection with its actual or required performance, Provider shall maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its processing of any data/confidential information that comply with the requirements of the State of Alabama Office of Information Technology Policies promulgated by the State of Alabama Office of Information Technology and its predecessor entities pursuant to Ala. Code §§ 41-4-221(8), 41-

4-282, and 41-28-4(10). Such policies are currently posted at <https://oit.alabama.gov/governance-library/>. The State reserves the right to introduce new policies during the term of the agreement and require Provider to comply with same. At the request of the State, and at no additional cost to the State and/or State of Alabama Office of Information Technology, Provider shall provide to the State of Alabama Office of Information Technology Security Operations Center (SOC) ongoing security-related logs for use in State of Alabama Office of Information Technology SOC monitoring. Access to certain state properties including but not limited to state data centers, network wiring closets, any Alabama Law Enforcement Agency (ALEA) facility, and any other physically secure criminal justice locations (i.e. corrections, courts, academies, training facilities, sheriff's office, police department, etc.) requires escort by an authorized State employee or contractor. Should physical access be necessary, it shall be the responsibility of Provider to coordinate escorted access through the State of Alabama Office of Information Technology Service Desk. Escort requests shall include the business name and contact information, location being visited, reason for visit, date, time, and duration of visit, and name of person escorting. Unescorted access requires a state and national fingerprint-based background check performed by ALEA and completion of appropriate security awareness training, the costs for which shall be borne by Provider.

M. Data Breach Notification

Provider agrees to notify the Alabama Secretary of Information Technology within 24 hours in the event of any Breach, as defined in Chapter 38 of Title 8 of the Code of Alabama (1975), the Alabama Data Breach Notification Act of 2018 (the "Notification Act"), of any State data. Notwithstanding the forgoing, if Provider determines that Sensitive Personally Identifying Information which directly relates to any data processed or held as a result of the agreement has been acquired or is reasonably believed to have been acquired by an unauthorized person, Provider shall give notice of the breach to the Alabama Secretary of Information Technology, regardless of whether such acquisition is reasonably

likely to cause substantial harm to the individuals to whom the information relates. Provider further agrees that any notification under the Notification Act which Provider sends to the Alabama Attorney General shall also be forwarded to the Alabama Secretary of Information Technology. Notification under this section shall be performed in the same manner and under the same procedures as defined in the Notification Act, unless otherwise defined in this agreement or subsequently agreed in writing by Provider and the State. Terms capitalized in this section which are not defined elsewhere in the agreement shall have the meaning defined in Notification Act. This provision shall survive termination or expiration of this agreement. Any notification to the Alabama Office of Information Technology and/or the Alabama Secretary of Information Technology shall be addressed to: Chief Information Security Officer, 64 North Union Street, Suite 200, Montgomery, Alabama 36103; (334) 242-3800.

Section II: PROPOSAL

Proposals received will be evaluated based on the contents of the proposal, including the Respondent's ability to provide the services of individuals who possess a high degree of specialized skill and knowledge, as said experience and professional qualifications are particularly relevant to the provisions of these services. Proposals will also be evaluated on to include, but not be limited to, the Respondent's ability to perform the requested services, expertise, fees, completeness of proposal and any past positive or negative experiences the Secretary of State has had with a Respondent. Code of Alabama (1975) § 41-16-21 and § 41-16-70, et seq., and without limitation, provides direction to the State of Alabama in securing professional services. The professional services provider shall best meet the needs as expressed in the RFP. Price shall be taken into consideration.

The proposal must include, but is not limited to, the following:

1. Background Information, Administration and Personnel

A. Corporate Overview

1. Provide an overview of the Respondent, including the following:
Corporate profile, including the financial condition of the Respondent, overall business objectives, Respondent's experience, quality control procedures and ownership.
2. Provide an audited financial statement covering the Respondent's most recently concluded fiscal year.
3. Provide any restrictions, consent orders, litigation or mediation involving the Respondent, principals, or key personnel within the past five years; provide prior formal administrative protests or actions such as notices of default, unsatisfactory performance, etc., involving state or federal government and private companies related to the quality or performance of Computerized FCPA Systems or related services for any local, county, State or Federal government agency, public or private association, or private company.
4. Provide detailed information on any Respondents or subcontractors your company will partner with to provide services to the Secretary of State.
5. Provide a statement regarding the Respondent's commitment to minority business involvement.

B. Personnel

1. Provide the name, title, contact information and total years' experience of each staff member assigned to the professional services required in this RFP. This information must include a brief summary indicating the specific expertise each staff member will provide to accomplish the contracted services.

C. Client Information

1. Provide the organization name, address, contact name and telephone number of other clients for whom similar services described in this RFP are or have been provided.

2. Technical Capability & Required Services

A. Technical Capability

1. Describe your system's security capabilities and any federal or industry standards it meets or exceeds.
2. Describe in detail any security test(s) that your system has been submitted for and the results of the test(s), e.g. who, what, when, etc.
3. Explain any area of expertise that sets your company apart from other providers as well as your company's resources and institutional stability.

B. Required Services

The proposal must include respective descriptions explaining how its system will meet the following requirements:

1. Computerized FCPA System

- 1.1 The system must allow Principal Campaign Committees (PCCs), and Political Action Committees (PACs) to enter and submit and store the data required for reports (annual, monthly, weekly, daily, major contribution, and termination) directly through the proposed solution's internet website interface. The required reports may, at a minimum, consist of a Summary Form, Contributions Form, In-Kind Contributions Form, Receipts from Other Sources Form, Expenditures Form, and Line of Credit Expenditures Form.
- 1.2 The system must allow the Secretary of State to create filing calendars including specific reports in which PCCs and PACs opt in and file reports at specific times. The system must allow PCCs and PACs to opt in to and file reports in multiple calendars simultaneously.
- 1.3 The system must allow PCCs and PACs to store contributions and expenditures data and data on receipts from other sources and line of credit expenditures entered directly through the proposed solution's internet website interface for future retrieval before submission of reports.
- 1.4 The system must allow PCCs and PACs to submit required data for reports (annual, monthly, weekly, daily, major contribution, and termination) via a file upload of the following file types: Microsoft

Excel, XML, and tab-delimited ASCII text. The file uploads are to contain PCC or PAC report data for upload to the proposed solution's internet website interface.

- 1.5 The system shall allow an annual report to be automatically assigned to all active, non-pending and non-dissolved PCCs and PACs on January 1st of every year.
- 1.6 The system shall remove remaining unrequired filings when a PCC or PAC is dissolved.
- 1.7 The system must allow PCCs and PACs to upload supplemental documentation in PDF and image formats to include TIFF and PNG.
- 1.8 The system must have a public search capability, allowing the public to search the database of campaign finance reports, supplemental statements, data, and other related filings.
- 1.9 The system's searching capability must allow the public to search by, at a minimum, a recipient's name, a contributor's name, a contributor's or recipient's zip code, and dates of contributions and expenditures. The search results must show the most recent date of activity for the PCC or PAC.
- 1.10 The system shall allow reports filed by dissolved committees to remain searchable in the same manner as active committees.
- 1.11 The system must be securely accessible through the internet to verified and authorized users and authorized election administration personnel.
- 1.12 The system must allow election administration personnel to track and log session activity for use in forensic processes.
- 1.13 The system must allow PCCs and PACs to assign/appoint committee members (chairpersons, treasurer, etc.).
- 1.14 The system must be regarded by users as user-friendly.
- 1.15 The system must provide a 'How to Guide' to PCCs and PACs which provides information and instructions regarding the use of the system on its internet website interface. The guide must be specific to the Alabama computerized FCPA system and must be searchable by keyword.

- 1.16 The system must provide third party vendors the ability to provide additional services as deemed appropriate by the Secretary of State.
- 1.17 The system must allow the ability for lists to be pulled of PACs with zero (0) balances for one (1) calendar year, including contact information.
- 1.18 The system must allow PCCs and PACs to register on the internet website interface. The registration page must be easily found and contain instructions on registration procedures, mailing in the initial committee appointment form, and general information about filing requirements and legal information about administrative fines.
- 1.19 The system must allow a designated filing agent and dissolution designee.
- 1.20 The system must allow the ability for reports to be pulled for non-filers and late filers.
- 1.21 The system must allow the ability to produce data downloads of all contributions, receipts from other sources, expenditures, and line of credit expenditures, and for all specific PCCs and PACs by year.
- 1.22 The system must allow the ability to produce a list or report of all PCCs, and PACs with officers' and members' names, designated filing agent, dissolution designee, address of the candidate, principal campaign committee, and/or PAC, organization date, and dissolution date (where applicable).
- 1.23 The system must provide online and email notifications to PCCs, and PACs regarding upcoming and late reports, including a reminder email on the date the report is due. The system must also provide online and email notifications at intervals and frequencies to be specified and set by Secretary of State or the elections administration staff.
- 1.24 The system must present for viewing by the public the information submitted by PCCs and PACs when registering and for scheduled filings on the forms prescribed for registering and for scheduled reporting.
- 1.25 The system shall present to the public in graphical format as a pie chart data reflecting total contributions, receipts from other sources, and expenditures for each calendar year.

- 1.26 The system shall remove from a PCC's or a PAC's filing calendar:
- (a) a weekly report for the week preceding an election if the PCC or PAC is required to file a daily report,
 - (b) a monthly report in the month the election is held, if the PCC or PAC is required to file a weekly report, and
 - (c) an annual report in the year the election is held, if the PCC or PAC is required to file a monthly report
- 1.27 The system must present optional suggested payee names at the time a user enters an expenditure. At the time a user selects a payee name, the system will prepopulate address information. Suggested information must originate from comprehensive PAC and PCC information.
- 1.28 The system must provide a free-form "notes" table in which Secretary of State and election administration personnel can enter information pertinent to each PCC's or PAC's account. This table should be viewable and usable only by Secretary of State and election administration personnel when accessing the PCC's or PAC's records through an administration utility. Once a note is entered into the table, the note shall not be subject to edit or deletion, except by a designee of the Secretary of State who has this authority associated with his or her user account. Each record in the table must include 1) the text of the note, 2) the name or username of which Secretary of State and election administration personnel created the record, 3) the time and date the record was created, and 4) an identifying alphanumeric value that links the record to the applicable PCC or PAC. Secretary of State and election administration personnel must be able to run reports or data exports of the information entered in this table along with the names, postal addresses, email addresses, names of officers or members of the associated PCCs or PACs, time and date of each record, and the alphanumeric value that identifies the PCC or PAC associated with the record.

2. Help Desk Services

The proposal must include respective descriptions explaining how its system will meet the following requirements:

- 2.1 A Help Desk must be provided for PCCs, PACs, and Secretary of State and election administration personnel.
- 2.2 The Help Desk must be available Monday through Friday from 7:00 a.m. to 6:00 p.m. Central Standard Time.

- 2.3 The Help Desk must provide support at a minimum by toll-free telephone number and email.
- 2.4 The Help Desk must respond to PCCs, PACs, and Secretary of State and election administration personnel within twenty-four (24) hours of contact. The Help Desk must respond to the Secretary of State and election administration personnel within four (4) hours of contact if requested to do so.
- 2.5 The Respondent will maintain Help Desk statistics on help request volume, resolution and response time, and provide reports to the Secretary of State upon request.

3. Security and Privacy Protections

The proposal must include respective descriptions explaining how its system will meet the following requirements:

- 3.1 Confidently authenticate the users of the electronic campaign finance system.
 - 3.1.1 Protect private or confidential information.
 - 3.1.2 Protect the server from malware.
 - 3.1.3 Warn users of the risk of phishing attacks.
 - 3.1.4 Warn users of the risk of host malware attacks.
 - 3.1.5 Protect against server-based Denial of Service attacks.
 - 3.1.6 Protect against host-based Denial of Service attacks.

4. Training

The proposal must include respective descriptions explaining how its system will meet the following requirements:

- 4.1 The Respondent shall train all designated Secretary of State and elections administration personnel on the use and administration of the system including, but not limited to, the provision of training materials and webinars.

- 4.2 Training shall be done in person with follow-up training available online, at the option of the designated Secretary of State and elections administration personnel.

5. Disaster Recovery

The proposal must include a description explaining how its system will meet the following requirement:

- 5.1 The Respondent must have, and shall provide written confirmation to the Secretary of State by January 1 of each year that it has in place, a disaster recovery plan and a secondary system available for use in case a disaster causes primary system degradation and/or loss of availability.

3. Price Proposal

A. Overview

1. Each response should provide prices for professional services only. No equipment is to be priced in the proposal. Prices for all "hardware" items discussed in the system overview are to be stated separately and are **NOT** to be included in the total price of the proposal. The State of Alabama is required to purchase any hardware through the State Purchasing Department. Prices are to be stated for items within categories as follows, with a total for each category and a grand total.
 - 1.1 Design
 - 1.2 Development
 - 1.3 Implementation
 - 1.4 Training
 - 1.5 Maintenance
 - 1.6 System Support
 - 1.7 Disaster Recovery
 - 1.8 Hourly cost for Additional Services requested by the Secretary of State.

Section III: SELECTION & AWARD

1. Overview

The Secretary of State will designate an Advisory Proposal Evaluation Committee which will be led by the Deputy Secretary of State & Chief of Staff. The Committee will review and evaluate proposals received from eligible Respondents in response to this RFP and, if a recommendation is made, will make its recommendation to the Secretary of State. The Secretary of State will, at his sole option, choose a proposal to proceed with contracting services. *The Secretary of State reserves the right to reject any or all proposals and to solicit additional proposals if that is determined to be in the best interests of the State of Alabama.*

2. Proposed Contract

The selected Respondent shall submit a proposed Scope of Services, Payment Schedule and any other information, each as separate exhibits in Word format to the Secretary of State within five (5) calendar days of being notified by the Secretary of State of such selection. The Secretary of State will use its own professional services agreement and Provider's submissions shall only serve as exhibits thereto. Time is of the essence and the Respondent will provide prompt responses during the contract negotiation. If there is a successful negotiation of a contract, the Respondent and the Secretary of State will comply with all of the terms and conditions of that document(s) and all other applicable federal and state laws, rules and regulations. Review of any proposed contract will be a comprehensive analysis of its legality of form and compliance with all applicable federal and state laws, rules, and regulations, and shall be subject to review by the Alabama Contract Review Permanent Legislative Oversight Committee, Alabama Department of Examiners of Public Accounts, or other entities designated by the Secretary of State.

3. Invoicing

The Secretary of State will make no advance payments. All invoices shall be submitted in arrears on a monthly basis and are subject to the laws, policies and procedures of the State of Alabama Department of Finance. Be advised that laws, policies and procedures

of the State of Alabama Department of Finance and Secretary of State may change from time-to-time. Respondent will be required to comply with all said laws, policies and procedures as aforesaid.

4. News Releases

No news releases, press conferences or advertisements pertaining to this solicitation or to awards made as a result of this solicitation, will be made and/or conducted without prior written approval of the Secretary of State.

5. Workspace and Equipment

The Respondent must provide its own workspace and equipment needed to carry out the services required under this RFP.

6. Insurance

Upon award, the Respondent will be asked to provide the Secretary of State within ten (10) working days of notification of award, certificates of insurance from an entity licensed to provide insurance within the State of Alabama. The Respondent will carry and maintain, during the entire period of performance under this contract, the following:

1. Worker's Compensation and Employee's Liability insurance with a minimum of \$200,000 per incident;
2. Comprehensive General Liability insurance with a minimum of \$1 million bodily injury per occurrence; and
3. Bonding of Respondent's employees (permanent, temporary or contracted) with a minimum of \$200,000 per incident.

Certificates of Insurance will be necessary for any and all sub-contractor(s), joint venture partner(s), or related entity of the Respondent. It is the sole responsibility of the Respondent to immediately provide updated documentation of insurance renewal in the case that an insurance policy expires during the coverage period of this contract.

Section IV: SYSTEM FAILURES

The Respondent must provide details on any failures that have affected user's ability to use its computerized electronic Fair Campaign Practice Act System or similar service. Failure to reply to this subsection may result in the removal of the Respondent from consideration.

Section V: IMPLEMENTATION TIMELINE

The Respondent must provide a detailed project management timeline reflecting specific deadlines for performing the required services to build, test and implement a system that complies with this RFP prior to the current agreement expiration date, and which will be 100% fully operational, on October 1, 2021. Failure to comply with this requirement will disqualify the vendor from further consideration.



State of Alabama

Disclosure Statement

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

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

Contract Proposal Request for Proposal Invitation to Bid Grant Proposal

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

Yes No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

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

Yes No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

State of _____)

County of _____)

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

DATE: _____

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

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

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

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

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

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

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

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

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

Certified this _____ day of _____, 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

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

this _____ day of _____, 20____.

WITNESS: _____

Print Name of Witness

IMMIGRATION STATUS

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.

Signature of Contractor

Witness