

**MORGAN COUNTY COMMISSION
INVITATION TO BID
BID INVITATION NUMBER: 23-10
Record Digitization: Scanning of Historical Probate Records**

Morgan County Commission is soliciting sealed bids for the items listed above. Bids will be received by the Morgan County Commission at the Morgan County Courthouse, Commission Office, 5TH Floor, 302 Lee Street, Decatur, Alabama 35602, until

Wednesday, February 22nd, at 1:00 p.m. C.S.T.

Bids will be opened in the County Commission Chambers at the above stated time and date. Time is of the essence in submitting bids and only sealed bids received in the commission office by the time listed above shall be opened and considered. Bidders and other interested individuals are invited to attend the bid opening.

Prospective bidders are instructed to read the General Terms and Conditions and Bid Specifications very carefully. Bids must be made in compliance with the guidelines in the sections referred to herein and ***each page initialed by the bidder representative to denote understanding of such compliance and returned with the submitted bid.***

Bid envelopes should be sealed and marked as follows:

**Bid Invitation Number 23-10
Record Digitization
February 22, 2023 at 1:00 p.m.**

Bids may be mailed to Morgan County Commission, P.O. Box 668, Decatur, AL 35602 or delivered to 302 Lee St NE, Decatur, AL 35601.

If there are any questions about bid procedures or to obtain copies of the General Terms and Conditions and Bid Specifications, please contact Jessica Smith at 253.351.4732 or jsmith@morgancounty-al.gov.

Morgan County Commission **General Terms and Conditions**

Bid Requirements:

- All bids must be typed or handwritten in ink on the attached Bid Proposal Form. Bids submitted in pencil and bids not submitted on the Bid Proposal Form will not be considered. All corrections shall be initialed and dated by the bidder representative. Bids that are submitted without being signed will automatically be rejected.
- Bid envelopes must be sealed and must indicate clearly the appropriate bid number, bid item, and bid opening date, as indicated on the cover sheet of the bid packet. Bids opened prematurely for failure of bidder to properly mark the bid will not be considered. Bids by Facsimiles and emails will not be accepted. The County is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the County, or any other means of delivery employed by the bidder. Similarly, the County is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.
- All bidders must comply with applicable sections of the Alabama Competitive Bid Law, Code of Alabama, 1975 § 41-16-50, *et seq.*
- The following documents must be included as part of your bid package. Copies of all relevant forms, except the bidder's Everify MOU, are attached for your convenience.
 - **All bid amounts shall be submitted on the attached Bid Proposal Form. Total bid should be submitted as a total project bid.** Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Commission will assume no transportation or handling charges other than specified in the bid.
 - **A completed W-9 should be included with the bid package.**
 - **A completed affidavit of compliance with E-Verify must be included with the bid package.**
 - **Bidder's Everify MOU with the Department of Homeland Security (printed from bidder's home screen once logged in) must be included with the bid package.**
 - **A completed Boycott Certificate must be included in your bid package.**
 - **If the total bid exceeds, \$100,000, a completed Anti-Lobbying Certificate must be included in your bid package.**
 - **Certificate of Attendance**
- The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of equipment, supply, and/or service the Commission is seeking to purchase. Any references to a specific model or product is included as a reference to quality only. Similar products are acceptable provided that bidder can demonstrate that the product proposed meets the same quality requirements."

Award Terms:

- The Commission provides equal opportunities for all businesses and does not discriminate against any bidder regardless of race, sex, creed, age, disability, national origin or religion in consideration for an award. Bidders must abide by the provision of the Americans with Disabilities Act of 1990 and assure that in connection with the performance of work under this agreement that they are an equal opportunity employer and do not discriminate on the basis of race, sex, creed, age, disability, national origin or religion.
- All bids will be awarded to the lowest responsive and responsible bidder. The determination of responsiveness and responsibility of the bidder may involve all or some of the following factors: price, conformity to specifications, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objective and accountable factors which are reasonable. When responsive and responsible bids are equal, a local vendor shall be favored. The commission reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps deemed necessary and in the best interest of the Commission. Bidders may be disqualified and bid proposals may be rejected for any of (but not limited to) the following causes:
 1. Failure to use the bid forms furnished by the Commission;
 2. Lack of signature by an authorized representative on the Bid Proposal Form;
 3. Failure to properly complete the bid form; and
 4. Failure to furnish performance bond, when required. A performance bond is not required for this project.
- Morgan County will not award sections of this project to multiple vendors. Any partial bids will not be considered.

Contract Terms:

- By submitting a bid, the bidder agrees to these terms and conditions and specifications. Award of the bid in response to this solicitation, shall constitute exclusively and entirely the agreement for the service as described within.
- The Morgan County Commission reserves the right to cancel the contract with a 30-day written notice to the contractor if the performance of the service is unsatisfactory.
- Invoices will be issued at the completion of each Hard Drive shipment as described in the bid specifications. Morgan County agrees to pay up to the total amount as bid by the winning Bidder. Morgan County shall pay the Bidder the total amount of each invoice within 30 days from the date of invoice.
- By signing this contract, grant, or other 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 this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

- Bidder 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.
- The parties agree to comply with any applicable federal, state, and local laws and policies and procedures. It is understood that this project is being funded, at least in part, with American Rescue Plan Act (ARPA) revenue replacement funds granted to the County. As such, the parties agree to comply with applicable requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the “Act”), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.
- Federal regulations which may be applicable to this Agreement include, without limitation, the following:
 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - New Restrictions on Lobbying. Contractor must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.
 - Generally applicable federal environmental laws and regulations. Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.
 - Generally applicable anti-discrimination laws and regulations, including protections for whistleblowers relating to the use of federal funds.

Morgan County Commission **Bid Specifications**

Morgan County Requirements:

- Bidders are required to make an appointment and inventory books requiring scanning on site. A certificate of attendance will be provided and must be included with bid. An estimate of quantities is included (See Estimated Quantities). The proposed quantities will need to be verified by each bidder. The Bidder will only invoice Morgan County after images are delivered and approved by Morgan County.
- Work Area - County will provide a 12' x 18' (minimum) space inside the County Building, near the vault with access 24 hours per day, 7 days a week, electricity, lighting, and heat/air to allow on-site scanning.
- Hardware – County will allocate sufficient hard drive storage to import TIFF images into the system.
- Import – County will work with their software Bidder, Mirus Group, to import images into the imaging system.
- Pilot - County will inspect the first 1,000 images each time that the media changes and approve image quality and index accuracy (see “Pilot Images” bullet under “Bidder Requirements” in the “Capture & Pilot” section below for more info).
- Poor Quality Image Report – County will review images on the poor-quality image report and approve the enhancement and indexing of Poor Quality images. (see “Reviewing Software” bullet under “Bidder requirements” in the “Crop, Inspect, Group, Index and Verify” section below for more info).

Bidder Requirements:

This project is set up to deliver images and invoice in three parts:

1. Capture and Pilot
2. Crop, Inspect, Group, Index and Verify
3. Enhance & Format

Stage 1 - Capture & Pilot

- **On-Site Scanning** – Bidder must provide all necessary hardware, software, staff, and project managers to perform scanning on-site 24 hours per day, 7 days a week. If access to the books is less than 24/7, the time and investment to complete will change according to the days and hours available.
- **Inventory Report** – Bidder will create an inventory report of all the media types for the entire range of images that require capture. This on-line report will be utilized to track the progress of the project from start to finish.

- **Book Tracking** – Labels must be applied to the County’s shelving units to identify the location where books are to be returned after scanning. Labels must be removed once scanning is completed.
- **Book Inspection** - If pages are too fragile to handle, Bidder will bring this to the County’s attention and recommend a Book Restoration and Binding Company.
- **Book Handling** - Books will be removed from archive boxes in sequential order. Bound pages will remain in the binder and placed in a custom book cradle during capture to hold two pages (left & right) open, flat, level and in focus. Pages in mechanical binders that are smaller than 12” will be removed from the binders and fed through a document scanner. After scanning, pages will be placed back into mechanical binders. All books will be put back into the archive boxes in order.
- **Bound Book Scanning** – Pages within a bound (sewn or glued) binder must not be cut and the pages and binder must remain as intact. Pages will be scanned on a book scanner at 300dpi and are saved as color JPEG images. Book Scanners should capture two pages (left & right) per image, utilize book cradles to hold pages level & a glass platen should flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages.
- **Mechanical Book Scanning** – Handwritten, Typed and Photostat pages should be removed from mechanical binders and scanned in color at 300dpi and saved as color JPEG images. Scanners should be cleaned each time that vertical lines appear to minimize file size and eliminate data from being covered up.
- **On-Site Content Inspection** – After scanning, on-site staff will inspect 100% of the pages as thumbnail images to confirm that no pages have been double fed, cut off, stretched, or contain scanner errors. Any pages with these issues will be rescanned at no charge before the on-site team leaves the premise. If pages are sequentially numbered within each book, on-site staff will confirm that the quantity of images within each book directory matches the last page number within each book. If there are any mismatches between number of images and number of pages, they will be corrected if present or noted in the production report. 100% of the JPEG and TIFF images will be thoroughly inspected for legibility and image quality as full-size images in Stage 2.
- **JPEG to TIFF Conversion** – All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero filled 8-digit number and stored in folders named by the Document Type and Book #.
- **Automatic Crop & Deskew** - Each TIFF image will be run through a software program to remove solid black borders and automatically deskew crooked pages to reduce file size by approximately 25%. Despeckle is not performed on scanned images as it has a tendency to remove punctuation.
- **Automatic Polarity Reversal** – Each TIFF image will be automatically reversed so that black images with white text will be reversed to white images with black text. If Dual Polarity exists, it will be corrected in Stage 3

- **USB Hard Drives** – All single page JPEG images will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for review and on-site backup. One set will be stored by the Bidder for additional processing and off-site backup.
- **Pilot Images** – 1,000 images from each media change will be inspected, cropped, grouped, indexed, verified, enhanced, and formatted for the target imaging system. If preferred, pilot images can be stored as multi-page TIFFs named by the Book-Page # that can be easily viewed by any imaging viewer. Bidder will e-mail a link, username, and password to download the Pilot Images from Bidder’s FTP site.
- **Viewing Software** – Bidder will provide the County with a retrieval software program that will allow the County to easily access images by book-page #, document #, quickly scroll through an entire book, roll, jacket or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.

Stage 2 - Crop, Inspect, Group, Index and Verify

- **Excess Border Removal** – Due to certain page sizes the automatic crop included in Stage 1 may leave large white borders, black borders, black lines, and shadows on the images. Manual cropping must be performed to provide a more accurate original page size, fewer bytes per image and better performance of our system and overall appearance of every image. No data or marginal notations should be removed from the image during this process.
- **Single Inspect & Report Quality** – Each black and white TIFF image shall be visually inspected as a full-size image and compared to the color or grayscale JPEG image on a second monitor and TIFF images with missing light data or gray shaded boxes that turn black will be reported as poor quality. Bidders staff will also check for sequential page order, missing pages, duplicate pages, “A” pages, retakes, and image quality. Particular attention is to be given to the Party Names, Dates, Legal Descriptions and Signatures during this process. If any part of the image is considered illegible it will be added to the Poor-Quality Image Report. The poor-quality issues that will be identified on the report are image too dark, image too light, blurry, white spots, black spots, poor original, out of order, missing, duplicate, “A” page & retake.
- **Double Inspect & Verify** – Image quality is subjective. 100% of the images will be inspected and reported a second time by a second inspector. The poor-quality images identified by the first inspector and the second inspector will be combined into one Poor Quality Report to guarantee the highest image quality possible.
- **Page Duplication** – Handwritten Books commonly have multiple documents on a single page. These pages are duplicated so that each document can have their own set of images. A 600-page handwritten book will typically contain 900 documents; thus 300 pages will be duplicated
- **Double Page Duplication** – Duplication of pages is performed a second time and the second set of duplicated images are electronically compared against the first set of duplicated images and any mismatches are corrected by a third set of operators to provide the most accurate duplicating possible.

- **Manually Group & Index** – Bidder staff will manually group individual images together as documents and index each document by the Book-Page # of the first page of each new document in a single pass at 98% accuracy.
- **Double Group, Index & Verify** – Manual grouping and indexing is prone to human errors. 100% of the images will be grouped and indexed a second time by a second indexer. The documents and indexes identified by the first indexer and the second indexer will be compared electronically and any mismatches will be inspected, verified, and corrected by a third indexer to guarantee the highest grouping and indexing accuracy possible.
- **USB Hard Drives** – 100% of the inspected, cropped, grouped, indexed, and verified TIFF images, the Poor-Quality Image Report and Viewing Software will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for review and on-site backup. One set will be copied to the Stage 1 drive and stored by the Bidder for off-site backup.
- **Reviewing Software** - Bidder will provide a reviewing software program that will allow the County to easily sort the Poor-Quality Report by Document-Page #, Book-Image # or Poor-Quality Issue (light, dark, blurry, etc.). The Software should also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. The Software should display the poor-quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. The Software should highlight images on the list after they have been inspected so the users know if the image has already been inspected or not. Once inspection is complete, the Software should be able to export an approved list of images to be enhanced that can be easily e-mailed to the Bidder and provide approval to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget.

Stage 3 - Enhance & Format

- **Image Enhancement** – The Bidder will adjust the poor contrast of an entire page or any specific area on a page to provide the most legible images possible. If the County is not satisfied with the legibility of any image, at any time, the Bidder will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.
- **Masking** – Pages with multiple documents on a page can have unwanted documents masked so only one document is visible at a time. Page numbers, page margins and overall format of the page will not be changed.
- **Dual Polarity Correction** – The majority of Photostat pages are Black background with white text; however, some pages contain a mix where a portion of the page contains black background with white text, and another portion contains white background with black text. The Bidder must have the ability to correct this issue and adjust the background polarity, so the entire page contains white background with black writing.
- **Marginal Notations** – Photostat Books commonly contain a white border around the black page. Book-Page #, Reference Book-Page # and Release information is commonly located in this white

border and are called Marginal Notations. Bidder needs the ability to include these notations in the image and make all the background white and all the text and handwriting black.

- **Rescanning** – In some cases, after all digital enhancement has been exhausted, the Bidder may return to the County to physically rescan media at different scanner settings to obtain a lighter or darker image. Return and rescanning will be performed at no additional charge to County.
- **Formatting** – The Bidder will format images and indexes for importing into the County Recording System, Mirus Group. For importation into Recording System:
 - Bidder should ensure that final images are Multi-Page TIFF w/ G4 compression at 300dpi or more
 - Each book type should be contained within its own folder and each book# for each book type in its own sub-folder as well.
 - Each book type (i.e. Deed vs Mortgage) will have just one CSV file for all the scanned instruments. This CSV file will have the index information and the “path” to the associated instrument.
 - The CSV file (1 for each book type) will contain elements for the book-type, book#, page#, number-of-pages, fully-qualified-path to image (fqp)
 - An example of the fqp to the image in the CSV file might look like this: “\deed\1234\144.tif” where 1234=book# and 144=first-page-of-instrument

USB Hard Drives – All formatted images will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for import and on-site backup. One set will be copied to the Stage 1 drive and stored by the Bidder for off-site backup.

Estimated Quantities:

1919-1946 Deed Record Books On-Site

Bound Books

20 Books @ 650 Pages per Book (Vols. 211-323, 368) - Pre-Printed = 13,000 Images
 Size – (11” x 17”)

Mechanical Books

22 Books @ 650 Pages per Book (Vols. 246, 252, 258, 324-343) - Pre-Printed = 14,300 Images
 Size - (11” x 17”)

43 Books @ 650 Pages per Book (Vols. 344-436) – Typed = 27,950 Images
 Size (11” x 17”)

55,250 Images @ 5% Poor Quality Pages = 8,288 Poor Quality

27,950 Images @ 50% Multiple Documents per Page = 13,975 Multi-Docs

1855-1911 Deed Record Books On-Site

Bound Books

17 Books @ 700 pages per Book (Vols. L-Z) – Handwritten = 11,900 Images
 Size (11” x 17”)

73 Books @ 650 pages per Book (Vols. A-K, 27-63, 67-202) – Handwritten = 47,450 images
 Size (11” x 17”)

Mechanical Books

1 Book @ 650 pages per Book (Vol. 180) – Handwritten Size (11" x 17")	=	650 Images
60,000 Images @ 15% Poor Quality Pages	=	9,000 Poor Quality
60,000 Images @ 50% Multiple Documents Per Page	=	30,000 Multi Docs

1881-1998 Corporation Record Books On-Site

Bound Books

3 Books @ 600 pages per Book (Vols. A-3) – Handwritten Size (11" x 17")	=	1,800 Images
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Mechanical Books

2 Books @ 350 Pages per Book Index Books, A-K and L-Z) – Typed Size (11" x 17")	=	700 Images
4 Books @ 600 Pages per Book (Vol. 4-7) – Photostat Size (11" x 17")	=	2,400 Images
53 Books @ 1,000 Pages per Book (Vol. 8-60) – Photocopy (Size 8.5" x 14")	=	53,000 Images
57,900 Images @ 15% Poor Quality Pages	=	8,685 Poor Quality
1,800 Images @ 50% Multiple Documents per Page	=	900 Multi-Docs
2,400 Images @ 20% Dual Polarity / Marginal Notations	=	480 Dual Polarity

1897-1999 Will & Probate Record Books On-Site

Bound Books

44 Books @ 650 Pages per Book (Various Record Books) (Size 11" x 17")	=	28,600 Images
8 Books @ 750 Pages per Book (Probate Record Vols. 63-70) (Size 11" x 17")	=	6,000 Images
6 Books @ 625 Pages per Book (Will Record Vols. 1-6) (Size 11" x 17")	=	3,750 Images

Mechanical Book

6 Books @ 750 Pages per Book (Index Books, 1889-1998) (Size 11" x 17")	=	4,500 Images
167 Books @ 886 Pages per Book (Probate Record Vols. 71-237) (Size 8.5" x 14")	=	147,900 Images
95 Books @ 949 Pages per Book (Will Record Vols. 8-101) (Size 8.5" x 14")	=	90,155 Images
280,905 Images @ 20% Poor Quality Pages	=	56,181 Images
80,000 Images @ 50% Multiple Documents per Page	=	40,000 Multi-Docs
36,550 Images @ 20% Dual Polarity / Marginal Notations	=	7,310 Dual Polarity

1892-2000 Probate Docket & Fee Books On-Site

Bound Books

39 Books @ 650 Pages per Book (Probate Docket & Fee Vols. A-KK) (11" x 17")	=	25,350 Images
25,350 Images @ 50% Attachments	=	12,675 Attachments
38,025 Images @ 20% Poor Quality Pages	=	7,605 Poor Quality

15,600 Images @	50% Multiple Documents per Page	=	7,800 Multi-Docs
38,025 Images @	0% Dual Polarity / Marginal Notations	=	0 Dual Polarity

Enhancements of Photostat Books

Mechanical Books (Photostat)

95 Books @	600 Pages per Book (Vols. 439-600)	=	57,000 Images
	(Size 11" x 17")		
57,000 Images @	19% Poor Quality Images	=	10,830 Poor Quality

All hard drives, images and indexes are the exclusive property of the County. The Bidder will not be authorized to reproduce or distribute Morgan County images and/or indexes to any other entity except Morgan County.

**Morgan County Commission
BID PROPOSAL FORM
Bid Invitation Number 23-10
Record Digitization: Scanning of Historical Probate Records**

Name of Your Company: _____

Street Address: _____

Billing Address: _____

City, State & Zip: _____

Contact Person & Phone: _____

Email address: _____

Total Bid: _____

Exceptions/Deviations/Substitutions: (attach additional sheets if necessary)

Bidder Representative Signature

Date

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: 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 not 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.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is 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.

Social security number

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OR

Employer identification number

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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Sign Here

Signature of U.S. person ▶ _____

Date ▶ _____

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.

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.

Notice: As a condition of a bid, contracts or grant with Morgan County, compliance with the requirements of the Beason–Hammon Alabama Taxpayer and Citizen Protection Act must be provided. Please enter the name of your company and your name and complete the affidavit below. Your signature must be notarized.

BUSINESS ENTITY: _____

APPLICANT NAME: _____

E-VERIFY AFFIDAVIT

I _____ (name), on behalf of _____ (business entity), and with lawful authority to act in its behalf, hereby execute this affidavit on behalf of the business listed above and, by executing this affidavit, I verify that business' compliance with Section 31-13-9 of the Code of Alabama, 1975, stating affirmatively that it does not knowingly employ, hire for employment or continue to employ an unauthorized alien. Further, the business has registered with and is participating and will participate during the performance of this contract with Morgan County in the federal work authorization program known as "E-verify" web address <https://e-verify.uscis.gov/enroll>, operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicable provisions of Alabama's Immigration Law. The undersigned further represents that, should the business employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the County, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama, 1975, in a form substantially similar to this affidavit. The Business further agrees to maintain records of such compliance and provide a copy of each said verification to the County.

E-Verify Employment Eligibility Verification User ID Number

Applicant Signature

Sworn to and subscribed before me this _____ day of _____, _____.

Notary

My Commission expires: _____

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE: _____

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

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

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

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Alabama's Act 2016-312.
2. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this _____ day of _____, 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its: _____

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

Witness: _____

Printed Name of Witness

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date