

2023 Contract Review Committee Users' Manual



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2023 Contract Review Committee Schedule

Month	Meeting Date	Meeting Time	Meeting Room	Deadline Date	Deadline Time	Deadline Room
<u>January</u>	Thursday, January 5, 2023	1:30 p.m.	Room 200	Monday, December 19, 2022	3:30 p.m.	Room 735
<u>February</u>	Thursday, February 2, 2023	1:30 p.m.	Room 200	Thursday, January 19, 2023	3:30 p.m.	Room 735
<u>March</u>	Thursday, March 2, 2023	1:30 p.m.	Room 200	Thursday, February 16, 2023	3:30 p.m.	Room 735
<u>April</u>	Thursday, April 6, 2023	8:30 a.m.	Room 200	Thursday, March 23, 2023	3:30 p.m.	Room 735
<u>May</u>	Thursday, May 4, 2023	8:30 a.m.	Room 200	Thursday, April 20, 2023	3:30 p.m.	Room 735
<u>June</u>	Thursday, June 1, 2023	8:30 a.m.	Room 200	Thursday, May 18, 2023	3:30 p.m.	Room 735
<u>July</u>	Thursday, July 6, 2023	1:30 p.m.	Room 200	Thursday, June 22, 2023	3:30 p.m.	Room 735
<u>August</u>	Thursday, August 3, 2023	1:30 p.m.	Room 200	Thursday, July 20, 2023	3:30 p.m.	Room 735
<u>September</u>	Thursday, September 7, 2023	1:30 p.m.	Room 200	Thursday, August 24, 2023	3:30 p.m.	Room 735
<u>October</u>	Thursday, October 5, 2023	1:30 p.m.	Room 200	Thursday, September 21, 2023	3:30 p.m.	Room 735
<u>November</u>	Thursday, November 2, 2023	1:30 p.m.	Room 200	Thursday, October 19, 2023	3:30 p.m.	Room 735
<u>December</u>	Thursday, December 7, 2023	1:30 p.m.	Room 200	Monday, November 20, 2023	3:30 p.m.	Room 735

CONTRACT REVIEW COMMITTEE POLICIES

Adopted on February 2, 2023

1. Contracts may only be submitted to the Committee for review the month of their effective date or one month prior. (e.g. a contract with a March effective date may be submitted for either the February or March Committee review meeting date—no earlier).
2. All contracts submitted must have a Contract Review Report that is completely and accurately filled out. Unsigned/incomplete contracts or contracts that do not have the required supporting documentation will not be accepted by the Committee Clerk. (e.g. Contract Review Report, Governor’s Additional Questions, Immigration Status, Disclosure Statement, Signed Contract, E-verify, W-9, Sole Source Approval, OIT approval, and Requisite Contract Clauses from the Fiscal Policies and Procedures Manual).
3. All contract submissions must include one original copy (to be hand-filed with the Committee Clerk) and one electronic copy (to be emailed to the Committee Clerk and Committee Point of Contact: Jason Paulk, Examiners of Public Accounts).
4. No late contracts will be accepted. (e.g. a contract submitted one minute after the deadline is late).
5. Contracts may only be submitted for a two-year period.
6. All contracts must include a beginning and end date. (e.g. begin: the Committee meeting date or upon Governor’s approval; end: no more than two years from beginning date).
7. All contracts must include a contract total. (e.g. a “cap” amount, which includes travel expenses, etc.).
8. All contracts with a legal entity (e.g. LLC, LLP, P.A., P.C., Inc., Corp., etc.) must include the names of the members/owners of the entity on the Contract Review Report. If there is not enough space on the Report, please attach an addendum with the names accordingly.
9. Any contract amendment or renewal that extends time, increases money, or alters the terms or services being performed must be re-submitted to the Committee for review.
10. If the contract submission is an amendment or renewal, a copy of the original contract and any previous amendments or renewals shall be included with the submission.

11. Contracts may NOT include an automatic renewal provision.
12. All Contracts must have Contractor's physical street address. No Post Office Boxes will be accepted.
13. Any lobbyist/consultant that is affiliated with a contract must be listed on the Contract Review Report whether they are paid or not.
14. All "blanket approval" letters signed by the Committee must be re-submitted for Committee Review every 2 years. Any request for blanket approval must be submitted to the Committee Clerk and Committee Chair for consideration.
15. If an emergency contract is entered into by a governmental body or purchasing agency, a copy of the executed contract must be submitted to the Committee Clerk.
16. THE 45-DAY HOLD FOR CONTRACTS BEGINS ON THE MEETING DATE THE CONTRACT APPEARS ON THE AGENDA.

Contract Review Document Checklist

Personal or Professional Services Contracts		
New Contract	Amendment Contract	Renewal Contract
Contract Review Cover Sheet	Contract Review Cover Sheet	Contract Review Cover Sheet
Governor's Additional Questions	Governor's Additional Questions	Governor's Additional Questions
Immigration Status	Immigration Status	Immigration Status
Disclosure Statement	Disclosure Statement	Disclosure Statement
Signed Contract	Signed Amended Contract	Signed Renewal Contract
E-Verify	IT Contract? (must have approved Secretary of IT Signature attached)	E-Verify
Certificate of Compliance		Certificate of Compliance
W-9		W-9
Sole Source? (attach Sole Source Letter)		Sole Source? (attach Sole Source Letter)
IT Contract? (must have approved Secretary of IT Signature attached)		IT Contract? (must have approved Secretary of IT Signature attached)

NOTE

In the contract the following clauses are required (found in Finance Policies and Procedures, Page 38-39):

1. Termination Clause / Alternate Dispute Resolution Clause
2. Merit System Clause
3. Immigration Clause
4. No Boycott Clause

Contract Review Document Checklist

Legal Services Contract		
New Contract	Amendment Contract	Renewal Contract
Contract Review Cover Sheet (Legal Services)	Contract Review Cover Sheet (Legal Services)	Contract Review Cover Sheet (Legal Services)
Governor's Additional Questions	Governor's Additional Questions	Governor's Additional Questions
Immigration Status	Immigration Status	Immigration Status
Disclosure Statement	Disclosure Statement	Disclosure Statement
Signed Contract	Signed Amended Contract	Signed Renewal Contract
E-Verify		E-Verify
Certificate of Compliance		Certificate of Compliance
W-9		W-9
DAG Appointment Letter		DAG Appointment Letter
Rate of Approval Letter		Rate of Approval Letter

NOTE

In the contract the following clauses are required (found in Finance Policies and Procedures, Page 38-39):

1. Termination Clause / Alternate Dispute Resolution Clause
2. Merit System Clause
3. Immigration Clause
4. No Boycott Clause



Kay Ivey
Governor

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State Comptroller

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November 6, 2018

MEMORANDUM

TO: Department Directors
Chief Fiscal Officers

FROM: Kathleen D. Baxter
State Comptroller

SUBJECT: Update to *Fiscal Policy and Procedures Manual*

Submitted herein is updated information related to the State of Alabama's Fiscal Policy and Procedures Manual. This is an update in content to *Section 5-2 F Emergency Contracts*, *Section 6-5 E Payment of Interfund Purchases* and *Section 6-5 F Payment for Reimbursement of Travel Expenses*.

Please distribute this information to those individuals in your agency who use the manual. This information is also available at <http://comptroller.alabama.gov/fiscal-policy-procedures/>. If you have questions or comments, please contact Lindsay Bryant at lindsay.bryant@comptroller.alabama.gov.

CHAPTER 5 CONTRACTS

5-1 INTRODUCTION

The preparation of contracts involving public funds is one of the most involved procedures covered in the law. These instructions are not intended to be All-inclusive, and any omissions or exclusions are not to be regarded as an exemption from the law or regulations. The State department or agency head has sole responsibility for full compliance with the law.

The major purpose of this section of the Manual is to provide procedures for the review, approval, establishment and modification of personal and professional services contracts in STAARS. However, there are other contract types that have legal requirements that must be met. The classifications discussed in this chapter summarize the legal requirements that distinguish the contract types for personal and professional service contracts.

5-2 STATUTORY/APPROVAL REQUIREMENTS

A. DISCLOSURE STATEMENT

A Disclosure Statement is required to be filed with all proposals, bids, contracts or grant proposals to the State of Alabama in excess of \$5,000.00. In circumstances where a contract is awarded by competitive bid, the Disclosure Statement is required only from the successful bidder and must be submitted within ten days after award (Code of Alabama 1975, §41-16-80 through 88, as amended).

B. REVIEW BY THE LEGISLATIVE CONTRACT REVIEW OVERSIGHT COMMITTEE

All contracts for personal and professional services, \$1,500 and greater, must be reviewed by the Oversight Committee within a reasonable time not to exceed 45 days after it has been submitted by the department (*Code of Alabama 1975*, §29-2-41, as amended). Additional information concerning this review can be found in section 5-4C.

C. GOVERNOR'S APPROVAL OF ALL CONTRACTS

All contracts for personal or professional services with private entities or individuals must be approved in writing by the Governor.

D. ASSIGNMENT OF CONTRACTS

A professional service contract cannot be assigned to a third party. If a different contractor is required, the original contract must be canceled and a new contract must be initiated.

E. CONTRACTS/INTERAGENCY SERVICE AGREEMENTS BETWEEN GOVERNMENTAL ENTITIES

Contracts/Interagency Service Agreements between governmental entities must be entered into STAARS.

F. EMERGENCY CONTRACTS

1. Background/Law

If an agency faces an emergency situation affecting public health, safety, convenience, or the economic welfare of the state, a professional services contract may be let with a qualified professional service provider without complying with the competitive requirements of Alabama Code Section 41-16-72.

Emergencies affecting public health or safety may be let for the time period necessary to alleviate the emergency situation and are exempt from review by the Legislative Contract Review Oversight Committee ("LCROC"). See Ala. Code Section 29-2-41.1 and 41-16-72(6).

A contract involving an emergency affecting the economic welfare of the state may be let for a period of not more than 60 days without the need for review by the LCROC. If the contract must exceed 60 days to alleviate the emergency, the contract is subject to LCROC review.

Contracts let to address emergencies affecting "convenience," as the term is used in Ala. Code Section 41-16-72(6), may be let for the time period necessary to alleviate the emergency situation, but must be reviewed by LCROC, regardless of the duration of such contracts.

2. Procedures

If an agency faces an emergency affecting public health, safety, convenience, or the economic welfare of the state, the agency head must declare the emergency, in writing under oath, and provide a copy of the emergency declaration to the Governor and Attorney General. It is imperative that the emergency declaration pinpoint the basis of the emergency, i.e. public health, safety, convenience, or economic welfare, and provide facts with sufficient specificity to justify the need for an emergency contract. The emergency declaration is not a contract; it is a declaration of an emergency and recitation of facts justifying the need to let a contract without competition. Following the declaration, a contract must be let with a qualified professional services provider and it must contain all required information set forth in section 5-4B below. Finally, the emergency contract will be forwarded to LCROC, if required as outlined above, and to the Governor for approval.

The duration of an emergency contract shall not exceed the time necessary to alleviate the emergency situation. In other words, the duration must be reasonably calculated to alleviate the emergency. The Governor will not approve, and the Comptroller will not pay, contracts that do not meet this requirement. If approved by the Governor, the Comptroller will generally honor payment for a period of one year from the date of the emergency declaration.

G. ADDITIONAL LAW CITATIONS AND REGULATIONS GOVERNING CONTRACTS

In addition to all general laws regulating the execution of contracts for the State, the specific provisions of the Competitive Bid Law (§41-16-22 through 79), the Public Works Law (§39-2-1 through 14 and 39-5-1 through 6), and the Minimum Wage Law must be complied with in the execution of all state contracts (all citations are *Code of Alabama 1975*, as amended).

H. VERIFICATION OF EMPLOYMENT ELIGIBILITY BY EMPLOYER SEEKING ECONOMIC INCENTIVES (E-VERIFY)

Pursuant to Code of Alabama, Section 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."

Pursuant to Code of Alabama, Section 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."

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."

Criteria for contracts that require the E-verify MOU:

Code of Alabama, Section 31-13-9(l) states that "For purposes of this section, "contract" shall mean a contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into by the state or an agency thereof, be required to be submitted to the Contract Review Permanent Legislative Oversight Committee."

Required attachment to contract:

The E-Verify MOU first page, the signature page, the page that includes the TIN number, and any Company profile pages that may be applicable must be attached to the contract or agreement with signatures in ink and/or legally proper electronic signatures. The Company ID number on each page cannot be written. It will be imprinted on the E-Verify MOU when printed after the US Department of Homeland Security has verified the information.

If a company is exempt from, or does not qualify for, enrolling in the E-Verify Program and therefore cannot supply an E-Verify MOU, they should complete a Certificate of Compliance to indicate this exemption. The [Certificate of Compliance](#) form should be included if an E-Verify MOU is not applicable.

5-3 CLASSIFICATION OF CONTRACTS

There are specific laws authorizing and governing the following contract types.

A. CONTRACTS FOR THE PURCHASE OF PERSONAL PROPERTY

Contracts for the purchase of personal property for each State department, board, bureau, commission, agency, office, and institution must be executed as a purchase order document issued by the State Purchasing Agent, unless specifically authorized by law to be purchased by another authority (*Code of Alabama 1975*, §41-4-110 and 111, as amended).

B. CONTRACTS EXECUTED BY THE DIVISION OF CONSTRUCTION MANAGEMENT

The Division of Construction Management has full power and authority on behalf of the State to execute contracts, to acquire lands, to plan and design buildings, and to plan and design all improvements of all properties owned or acquired by the State. All similar work must be approved by the Division of Construction Management unless another authority is specifically authorized by law (*Code of Alabama 1975*, §41-4-400, as amended).

C. CONTRACTS FOR PUBLIC IMPROVEMENTS

Contracts for public improvements such as construction, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, bridges, docks, underpasses, and viaducts, will be executed by an awarding authority. Awarding authorities include the State Highway Department, the State Building Commission, Alabama State Docks, the State Board of Education, and all state agencies (*Code of Alabama 1975*, §39-2-1 as amended).

D. CONTRACTS FOR PERSONAL AND PROFESSIONAL SERVICES

Contracts to secure the services of individuals possessing a high degree of professional skill include, but are not limited to, attorneys, physicians, teachers, artists, appraisers, engineers, and other consultants (*Code of Alabama 1975*, §41-16-21, as amended). Detailed procedures for the review and approval of personal and professional services contracts are provided in the following sections.

5-4 PERSONAL AND PROFESSIONAL SERVICES CONTRACTS

The sections that follow provide the guidelines to determine and define personal and professional services contracts between the State of Alabama and contractors. Specific contract information is required as well as the review and approval process prior to the execution of the contract. These guidelines define the areas of responsibility and establish a workable contract review, audit, and reporting system to ensure legal compliance and accountability. Attached are two flow charts representing an overview of the contract approval process. [The first flow chart is for most contracts.](#) [The second flow chart is for those contracts that are for governmental, sole source, architect, engineer, attorney, and physician related contracts.](#)

The department or agency must determine whether each contract is for personal services (employer/employee relationship) or professional services (independent contractor). Each contract will be classified using the criteria in section A below. If the contract is for personal services, the department is liable for the employer's share of employment taxes. In budgeting for the contract, the department should allow for this additional cost.

A. INDEPENDENT CONTRACTOR VERSUS EMPLOYEE

The Internal Revenue Service and the courts have considered many facts in deciding whether a worker is an independent contractor or an employee. These facts fall into three main categories.

- Behavioral Control
- Financial Control
- Relationship of the Parties

The State Comptroller uses a list of 20 factors as guidelines to determine whether an individual is considered an employee. The presence of any of the 20 factors may indicate a possible employer/employee relationship depending on the occupation and the context in which services are performed. Under common-law rules, every individual who performs services subject to the will and control of an employer, as to both what must be done and how it must be done, is an employee. It does not matter that the employer allows the employee discretion and freedom of action, as long as the employer has the legal right to control both the method and the result of the services. If an employer/employee relationship exists, it makes no difference how it is described. It does not matter if the employee is called an employee, partner, agent, or independent contractor. The 20 factors are:

1. Instructions - A worker who must comply with another's instructions about when, where and how to work is ordinarily an employee.
2. Training - If the worker is required to receive training to learn how to do the work, an employment relationship is likely.
3. Integration - The more the worker is integrated into the business operations, the more likely he is an employee.
4. Services Rendered Personally - An employee renders services personally. This shows that the employer is interested in the methods used, as well as the results, and an employment relationship exists.
5. Hiring, Supervising, and Paying Assistants - If the worker is responsible for his assistants, this is indicative of independent contractor status.
6. Continuing Relationship - A continuing or recurring nature of work suggests employment.
7. Set Hours of Work - If hours are established by the business, this tends to indicate

employment.

8. Full Time Required - An independent contractor has more freedom as to when and for whom he will work than a worker who is required to devote substantially full time to the business.
9. Doing Work on Business Premises - If required, it suggests control by the employer.
10. Order or Sequence Set - If the business (State) sets the order or sequence of work, this tends to indicate employment.
11. Reporting - The more the worker must report, the greater the control, indicating employment.
12. Payment by Time, not Job - Independent contractors are more often paid by the job. Employees are usually paid by the hour, week or month.
13. Payment of Traveling Expenses - An employer generally retains the right to regulate the employee's business activities and expenses.
14. Furnishing of Tools - Independent contractors more often furnish their own tools and materials.
15. Significant Investment - Independent contractors more often invest in facilities that are used in performing services.
16. Realization of Profit or Loss - A worker who can realize a profit or loss from his services is generally an independent contractor.
17. Working for More Than One Firm at a Time - An independent contractor will often perform services for more than one business at a time.
18. Making Service Available to the Public - An independent contractor makes services available to the general public.
19. Right to Discharge - An independent contractor cannot be fired so long as he produces a result that meets contract specifications.
20. Right to Terminate - If the worker can terminate services without liability, this indicates an employment relationship.

If the determination is made that an employer/employee relationship exists, the contract must be approved and processed as personal services through the Personnel Department (see section 5-5 below). Payments must be made on the Government Human Resources System (GHRIS) and will be subject to withholding taxes. The contractor will not be eligible for coverage under health insurance, retirement, or longevity but the department will be liable for employer's share of employment taxes. If the determination is made that an employer/employee relationship does not exist, the contract must be approved and processed as professional services, funds will be encumbered (see section 5-6) and payments will be made through STAARS.

B. REQUIRED CONTRACT INFORMATION

Personal and professional service contracts must include the following information:

1. Name - to include contracting department and contractor (**contractor name must match tax identification number as it appears on the contractor's Form W-9**). A contract cannot be established with multiple vendors. A separate contract must be negotiated for each contractor.
2. Contract Number - for personal services contracts, the department is not required to assign a contract number. The department should designate "CONTRACT EMPLOYEE" in place of a contract number on the contract documents. For professional service contracts, a 9-digit contract number should be issued by the department as follows:

C _ _ _ _ _

- a. The first digit will be a "C" indicating a contract.
 - b. The second digit will be a number to designate the applicable fiscal year (8 for budget fiscal year 2018, 9 for budget fiscal year 2019, etc.)
 - c. The third through the fifth digits will be your department's agency number.
 - d. The sixth through the ninth digits will be a sequential 4-digit number assigned by the department (not required to use all 4 digits)
3. Scope of contract - what is to be done, the purpose, goal, job, etc.
 4. Term of Contract - The beginning and ending dates must be specified in the contract. The effective date of the contract must be a date that is after the date the contract is approved by the Governor. No retroactive approval will be granted.
 5. Total Contract Amount - The method of payment (hourly, bi-weekly, monthly, by the job, etc.) as well as the maximum amount to be paid must be specified in the contract. If the contract covers expenses, there should be a statement about the kind of expenses to be paid. Unless otherwise specified, travel expenses are to be paid in accordance with state regulations (see section on travel reimbursement). The contract must include a maximum amount to be paid for expenses. The contract must include the total dollar amount over which the contract may not exceed (compensation plus expenses).
 6. Termination Clause/Alternative Dispute Resolution Clause – The contract must contain a statement allowing for the termination of the contract by either party within a specified period of time. In addition, all contracts must include the following Alternative Dispute Resolution language:

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

7. Merit System Exclusion Clause - The contract must contain a clause stating that the contractor is not to be considered a merit system employee and is not entitled to any

benefits of the State Merit System.

8. Federal Employer Identification Number or Social Security Number - The department must attach a copy of the contractor's Form W-9 to ensure that the contractor name matches the tax identification number. If the contractor is registered through the STAARS Vendor Self Service, there is a substitute W9 that can be used. Otherwise, a blank Form W-9 can be downloaded through the IRS.gov website. [Form W-9](#).
9. Signatures - The following signatures are required prior to submission to the Contract Review Committee:
 - a. Contractor
 - b. Department Head
 - c. Attorney General (if contract is for litigation services)
 - d. Office of Information Technology. Code of Alabama, Section 41-4-221 (If contract is for computer services).
 - e. Purchasing Director. Code of Alabama, Section 41-16-75 (if contract is for sole source contracts)

Note: If the contract is for personal services, the signature of the Personnel Director and the Finance Director is required. This signature is obtained after review by the Legislative Contract Review Oversight Committee but prior to submission to the Governor's Office.

10. Resume - The department must obtain and attach to the contract a resume or description of company credentials to document the expertise that the individual or contractor possesses to perform the contractual services.
11. Disclosure Statement – A [Disclosure Statement](#) is required to be filed with all proposals, bids, contracts or grant proposals to the State of Alabama in excess of \$5,000.00. In circumstances where a contract is awarded by competitive bid, the [Disclosure Statement](#) is required only from the successful bidder and must be submitted within ten days after award (Code of Alabama 1975, §41-16-80 through 88).
12. **ALL** professional service contracts, interagency service agreements or emergency contracts must be entered in STAARS. Although contracts less than \$1,500.00 do not need Legislative oversight review, they **must be entered** in STAARS.
13. Immigration clause - All contracts or agreements to which the state, a political subdivision, or state-funded entity is 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."
14. Required attachment to contract:

The E-Verify MOU first page, the signature page, the page that includes the TIN number, and any Company profile pages that may be applicable must be attached to the contract or agreement with signatures in ink and/or legally proper electronic signatures. The Company ID number on each page cannot be written. It will be imprinted on the E-Verify MOU after the US Department of Homeland Security has verified the information.
15. No Boycott Clause (Act 2016-312) – All contracts shall include the following clause:

“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.”

C. THE LEGISLATIVE CONTRACT REVIEW OVERSIGHT COMMITTEE

After all required signatures have been obtained; the original and 2 copies must be forwarded to the Legislative Contract Review Committee. All contracts for personal or professional services with private entities or individuals must be reviewed by the Committee (*Code of Alabama 1975, §29-2-41, as amended*) **except:**

1. Contracts for insurance
2. Contracts let by competitive bid
3. Contracts entered into by public corporations and authorities
4. Contracts for a total amount of less than \$1,500, including compensation and reimbursement of expenses.
5. Certain emergency contracts as outlined in Section 5-2F above.

The Committee must review and comment on a contract or a letter of intent to contract within a reasonable time not to exceed 45 days after it has been submitted to the Committee. If the Committee fails to review and comment on any contract or letter of intent to contract within this time frame, the contract will be deemed to have been reviewed. Any contract made by the state or any of its agencies, which has not been submitted for review by the Contract Review Committee will be voided. If a department elects to submit a letter of intent to contract instead of a proposed contract, the department must submit a copy of the actual contract to the Committee once the contract has been executed.

The Contract Review Committee meets the first Thursday of each month. All contracts to be reviewed must be accompanied by the [Contract Review Report Form](#) or [Legal Services Contract Review Report Form](#) . All contracts to be reviewed must be received no later than 10 days prior to the Thursday meeting date to be placed on the agenda. The Committee requires at least one original contract and two copies. The Governor's Office does not submit contracts to the Committee.

D. APPROVAL BY THE GOVERNOR

All contracts will be forwarded to the Governor's Office after review by the Contract Review Committee and approval by the Personnel Director if for personal services. The Governor's Office will return the contracts to the department after the Governor's approval.

The following sections provide additional instructions for personal services and professional service contracts.

5-5 ADMINISTRATION OF PERSONAL SERVICES CONTRACTS

A. SUBMISSION TO STATE PERSONNEL DEPARTMENT

The Personnel Department's decision to support or oppose a contract will be based on (1) whether or not the job is appropriate for merit system employment, (2) if the rate of pay is commensurate with the qualifications of the individual and appropriate for the work to be done, and (3) if it is within the corresponding merit system pay range (where applicable).

Occasionally an agency must engage the services of individuals outside the merit system. An original and 2 copies of all personal service contracts, \$1,500 and above must be submitted to the Legislative Contract Review Oversight Committee for their review. An original and 1 copy of all personal service contracts, under \$1,500, must be submitted directly to the State Personnel Department for their approval.

Contracts under \$15,000 may be approved by the Personnel Director.

B. SIGNATURES/APPROVALS

Contracts of \$15,000 and over must be presented to the Personnel Board. To be included on the Board agenda, the contract MUST be submitted no later than 15 days prior to the date of the Board meeting. The contract must meet all requirements in order to be placed on the Board agenda. All personal services contracts require the signature of the State Finance Director.

C. PAYMENTS TO CONTRACT EMPLOYEES

Payments for services rendered under personal services contracts will be processed through the payroll/personnel system (GHRIS) as contract employees.

5-6 ADMINISTRATION OF PROFESSIONAL SERVICES CONTRACTS

A. SUBMISSION TO THE STATE COMPTROLLER'S OFFICE

In order to record and monitor all professional service contracts (independent contractors), basic contract data and accounting information will be entered into STAARS by the department. The department should complete [FRMS Form 50, Contract Cover Sheet](#), attach all contract documents with required approvals, and submit to the Comptroller's Office through STAARS for review and processing. Departments that do not have automated accounting systems will forward the completed contract documents to the Comptroller's Office where they will be audited, approved, and entered into STAARS by the Fiscal Management Section of the State Comptroller's Office. Non-automated Departments must include the appropriate accounting information on the contract cover sheet.

[The Contract Cover Sheet \(FRMS Form 50\)](#) requires basic information about the contract including the contract number, contractor name, address, effective and expiration dates, vendor number (federal tax identification number or social security number), and total contract amount (for all new contracts) or revision amount.

The procurement types are defined as follows:

- 6 - Professional Service – Standard
- 7 - Professional Service – Sole Source
- 8 - Professional Service – Legal or Medical
- 9 - Interagency Agreements (All Types) – Quasi Governmental not State Agencies
- 10 - Construction
- 15 - Professional Service – Emergency

The procurement types for IT related professional services contracts, which carry a specific document type, are as follows:

- 6 - Professional Service – Standard
- 9 - Interagency Agreements (All Types) – Quasi Governmental not State Agencies

B. RFP PROCESS

Professional services, except those specifically exempt, shall be procured in accordance with competitive, qualification-based selection policies and procedures, pursuant to Code of Alabama, Section 41-16-72(3). "...Notice of need for professional services shall be widely disseminated to the professional community in a full and open manner..." (Code of Alabama, Section 41-16-72(3)(f)). Information regarding the solicitation should be [entered in STAARS using the RFP document](#). RFP documents will work flow to the Comptroller's Office for approval. Once approved, the information will be loaded in VSS and on the Comptroller's RFP data base. After the award is finalized the award information will be entered in STAARS by the agency using a MAP1, MAPIT1, or MAPBC1 document. When the MAP* document is finalized, the system will update VSS. However, agencies will need to go to the Comptroller's web site to enter and update the award information directly on this data base (Code of Alabama, Section 41-4-66). Therefore, when this process is complete, the award information will be in two places, on VSS and the Comptroller's data base. Email reminders will be sent until this step has been completed.

C. NEW/ORIGINAL CONTRACTS

New contracts are entered into STAARS for professional services by entering a MAP1 document (procurement types 6, 7, 8, 9, and 12), for Architects and Engineers approved by the Building Commission, by entering a MAPBC document (procurement type 10), and for information technology services, by entering a MAPIT procurement type 11). These documents do not have any chart of account elements on them. The State Comptroller's Office will review the contract documents and information on the MAP1 and MAPIT and approve these documents in STAARS.

D. NEW/ORIGINAL INTERAGENCY SERVICE AGREEMENTS (AGREEMENTS BETWEEN TWO STATE AGENCIES)

To record and monitor all interagency service agreements (those agreements between two state agencies), basic contract data and accounting information will be entered into STAARS by the department. The agency will [enter an ISA1 document in STAARS](#). The Comptroller's Office will set up a Cited Authority record on the CAUTH table to facilitate the beginning and ending dates on these agreements. The format is agency + document number and must be used on the [encumbrance document \(ISE1\)](#) for these agreements. The department should complete [FRMS Form 50, Contract Cover Sheet](#), attach all contract documents with required approvals, and submit to Comptroller's Office through STAARS for review and processing.

E. CONTRACT ENCUMBRANCES

All professional service type encumbrances that reference a MAP* document are done by entering a [DOP* document in STAARS](#). These documents are used to encumber funds and to change any chart of account elements for the expenditure of these funds. DOP1 documents require the audit and approval of the Comptroller's Office.

All Interagency Service Agreements that reference an [ISA1 document](#) is done by [entering an ISE1 document in STAARS](#). An ISE1 encumbrance requires a Cited Authority reference which is set up by the Comptroller staff with the following format: agency + document ID. The cited authority reference must be [entered on the ISE1 document](#). These documents require the audit and approval of the Comptroller's Office.

F. THE ACCOUNTING EFFECTS OF CONTRACT TRANSACTIONS

A purchase order for current quarter amounts is generated from all DOP* and ISE1 transactions and funds are encumbered. The encumbrance reserves a portion of the department's appropriation, allotment, and expense budget, but does not reserve the department's cash. When a purchase order is created, there is a debit to the Encumbrances account and a credit to the Reserve for Encumbrances. In each subsequent quarter agencies will need to modify each DOP* and ISE1 documents to encumber funds.

G. CONTRACT MODIFICATIONS/AMENDMENTS

A contract modification/amendment is used for any change on a contract document in STAARS, most common changes are increases or decreases to the total contract amount and/or changes in the expiration date. Contract modifications/amendments are required to be entered in STAARS. These changes require approval from the Comptroller's Office before the system will process the transaction. Date changes and total contract amount changes require a legally negotiated change (an amendment) to the original contract and the department must obtain all the required signatures and reviews. Contract modification/amendments may also be used during the 13th accounting period to make changes between multi-year contracts. The department must enter an explanation in the document description on the MAP* document. The Comptroller's Office will approve the transactions upon receipt and audit of all contract modifications/amendments.

H. MULTI-YEAR CONTRACTS

MAP* and ISA1 documents with an expiration date that exceeds 9/30 of the current year will be allowed to encumber funds on a new DOP* for the succeeding fiscal year. This will keep the integrity of the MAP* and ISA1 for the life of the contract/agreement.

1. Current FY contracts/agreements with expiration dates that exceed 9/30 of the current year will remain in STAARS as active.
2. During the 13th accounting period, agencies will be allowed to decrease or increase a prior year encumbrance. Increases may only be made if there is available allotment for the prior year. Increases may only be done until the 13th accounting closes. Decreases may be done throughout the fiscal year up until the encumbrances are closed.
3. **IMPORTANT:** If there is an unexpended balance left on a prior year encumbrance (DOP* or ISA1) and there are no other obligations for that budget fiscal year, you must unencumber that balance. This is necessary to avoid losing the total spending authority for a particular contract. However, you must use caution when doing this. If you make an error and the 13th accounting period is closed, you cannot encumber those funds again.

I. PAYMENTS TO CONTRACTORS

Payments to independent contractors will be processed through the Comptroller's Office via STAARS by referencing the delivery order number on a payment request document.

J. REPORTS

The departments may review the status of contracts on the monthly Encumbrance and Liquidation Report (AFIN-AP-006 Encumbrance and Liquidation Report).

The AFIN-AP-007 Professional Service Contracts Balance Report provides the total contract amount, total ordered amount, total expended amount and total remaining amount available.

K. SOFTWARE

Commercial Off the Shelf (COTS) software is not allowed to be purchased on a professional services contract. Pursuant to Code of Alabama 1975, Section 41-16-72, "Contracts for professional services shall be limited only to that portion of a contract relating to the professional service provided. Goods purchased by the state in conjunction with the contract for professional services shall be purchased pursuant to Section 41-16-20".

Contract Review Permanent Legislative Oversight Committee
Alabama State House --- Montgomery, Alabama 36130

CONTRACT REVIEW REPORT

(Separate review report required for each contract)

Contractor Information

Name of Governmental Body or Purchasing Agency: _____

Name of Contractor: _____

Contractor's Physical Street Address (No P.O. Box Accepted) _____ City _____ State _____

Is Contractor a Sole Source? YES _____ NO _____ (If Yes, Attach Sole Source Approval from the Chief Procurement Officer)

Is Contractor organized as an Alabama Entity in Alabama? YES _____ NO _____

If No, is Contractor Registered with Alabama Secretary of State to do Business in Alabama? YES _____ NO _____

List the Members/Owners (e.g. John Smith) of the Contracting Entity _____

Is Contractor a minority-owned business? YES _____ NO _____ Is Contractor a woman-owned business? YES _____ NO _____

Does Contractor have current member of Legislature or family member of Legislator employed? YES _____ NO _____

Is a Lobbyist/Consultant Affiliated with this Contractor OR Used to Secure this Contract? YES _____ NO _____

If Yes, Give Name: _____

Contract Information

Contract Number: _____ (See Fiscal Policies & Procedures Manual)

Contract Amount: \$ _____ (Put Amount You Are Asking For Today Only; See Fiscal Policies & Procedures Manual)

% State Funds: _____ % Federal Funds: _____ % Other Funds: _____ **

**Please Specify Source of Other Funds (Fees, Grants, etc.) _____

Date Contract Effective: _____ Date Contract Ends: _____

Type of Contract: NEW: _____ RENEWAL: _____ AMENDMENT: _____

If AMENDMENT or RENEWAL, Complete A through C: If AMENDMENT, will it extend time? YES _____ NO _____

[A] ORIGINAL contract amount total \$ _____

[B] Contract Amount Total prior to this amendment or renewal \$ _____

[C] Contract Amount Total after this amendment or renewal \$ _____

RFP:

Was Contract Secured through RFP Process? YES _____ NO _____ If RFQ, Answer RFQ Questions Below.

Date the RFP was solicited: _____ AND Date the RFP was awarded: _____.

Was Contract Posted to Statewide RFP Database at <http://rfp.alabama.gov/Login.aspx>? YES _____ NO _____

If NO, give a brief explanation, including any statutory exemption, as to why not: _____

RFQ:

Was Contract Secured through RFQ Process? YES _____ NO _____ Date RFQ was solicited: _____ Date RFQ awarded: _____

Posted to Division of Construction Management Website? http://dcm.alabama.gov/ae_qualifications.aspx YES _____ NO _____

If NO, give a brief explanation as to why not: _____

Summary of Contract Services to be Provided: _____

Why Contract Necessary AND why this service cannot be performed by merit employee: _____

I certify that the above information is correct.

Signature of Governmental or Agency Head

Signature of Contractor

Printed Name of Governmental or Agency Head

Printed Name of Contractor

Governmental or Agency Contact: _____ Phone: _____

Contract Review Permanent Legislative Oversight Committee
Alabama State House --- Montgomery, Alabama 36130

LEGAL SERVICES CONTRACT REVIEW REPORT
(Separate review report required for each contract)

Contractor Information

Name of Governmental Body or Purchasing Agency: _____

Name of Contractor: _____

Contractor's Physical Street Address (No P.O. Box Accepted) _____ City _____ ST _____

Is Contractor organized as an Alabama Entity in Alabama? YES _____ NO _____

If No, is Contractor Registered with Alabama Secretary of State to do Business in Alabama? YES _____ NO _____

List Members/Owners (e.g. John Smith) of the Contracting Entity: _____

Is Contractor a minority-owned business? YES _____ NO _____ Is Contractor a woman-owned business? YES _____ NO _____

Is a Lobbyist/Consultant Affiliated with this Contractor OR Used to Secure this Contract? YES _____ NO _____

If Yes, Give Name: _____

Contract Information

Contract Number: _____ (See Fiscal Policies & Procedures Manual)

Contract Amount: \$ _____ (Put Amount You Are Asking for Today Only; See Fiscal Policies & Procedures Manual)

% State Funds: _____ % Federal Funds: _____ % Other Funds: _____**

**Please Specify Source of Other Funds (Fees, Grants, etc.) _____

Attorney Assigned Work: _____

Is Contractor Appointed by Attorney General? YES _____ NO _____ (If Yes, Attach Appointment Letter)

Rate of Compensation: \$ _____ (If over \$195/hr. attach Governor or Attorney General approval)

Amount of RETAINER if Applicable: \$ _____ Is this Contract for LITIGATION? YES _____ NO _____

Is this a CONTINGENCY Contract in compliance with § 41-4-125? YES _____ NO _____

Date Contract Effective: _____ Date Contract Ends: _____

Type Contract: NEW: _____ RENEWAL: _____ AMENDMENT: _____

If AMENDMENT or RENEWAL, Complete A through C: If AMENDMENT, will it extend time? YES _____ NO _____

[A] ORIGINAL contract amount total \$ _____

[B] Contract Amount Total prior to this amendment or renewal \$ _____

[C] Contract Amount Total after this amendment or renewal \$ _____

Summary of Contract Services to be Provided: _____

Why Contract Necessary AND why this service cannot be performed by merit employee: _____

I certify that the above information is correct.

Signature of Governmental of Agency Head Signature of Contractor

Printed Name of Governmental or Agency Head Printed Name of Contractor

Governmental or Agency Contact: _____ Phone: _____



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

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

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
-----------------------	---------	---	--

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

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

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

Code of Alabama

Title 29. Legislature. (Refs & Annos)

Chapter 2. Permanent Legislative Committees. (Refs & Annos)

Article 3. Contract Review Oversight Committee. (Refs & Annos)

Ala.Code 1975 § 29-2-40

§ 29-2-40. Creation; membership.

Effective: July 1, 2019

[Currentness](#)

(a) There is created the Contract Review Permanent Legislative Oversight Committee. The committee shall be composed of the Chairs of the Senate Finance and Taxation General Fund Committee and the Senate Finance and Taxation Education Committee and the Chairs of the House Ways and Means General Fund Committee and the House Ways and Means Education Committee, and three additional members of the Senate, to be appointed by the President of the Senate, and three additional members of the House, to be appointed by the Speaker of the House.

(b) A member of the committee may serve on the committee as long as the member retains the office that qualified the member for service or during the term to which the member was appointed and, if reelected to the same house without a break in service to that house, during the succeeding legislative term until a successor is appointed as provided in subsection (a).

Credits

(Acts 1984, No. 84-277, p. 464; [Act 2019-82, § 1.](#))

Ala. Code 1975 § 29-2-40, AL ST § 29-2-40

Current through the end of the 2022 Regular and First Special Sessions. Some provisions may be more current; see credits for details.

Code of Alabama

Title 29. Legislature. (Refs & Annos)

Chapter 2. Permanent Legislative Committees. (Refs & Annos)

Article 3. Contract Review Oversight Committee. (Refs & Annos)

Ala.Code 1975 § 29-2-41

§ 29-2-41. Expenses for members; assistance of Department of Examiners of Public Accounts; responsibilities, powers, etc.; examination of proposed contract or letter of intent; effect of failure to review; witnesses and evidence; organization; meetings.

Currentness

Each member of the committee shall be entitled to regular legislative compensation, per diem, and travel expenses for each day he or she attends a meeting of the committee, which shall be paid out of the funds appropriated to the use of the Legislature, on warrants drawn on the state Comptroller upon requisition signed by the committee's chair. Members shall not receive additional compensation or per diem when the Legislature is in session. The Department of Examiners of Public Accounts shall furnish assistance and any relevant information to the committee. The committee shall have the responsibility of reviewing contracts for personal or professional services with private entities or individuals to be paid out of appropriated funds, federal or state, on a state warrant issued as recompense for those services. Each state department entering into a contract to be paid out of appropriated funds, federal or state, on a state warrant which is notified by the committee is required to submit to the committee any proposed contract for personal or professional services. Each contract shall be accompanied by an itemization of the total cost estimate of the contract. The department may, in lieu of the proposed contract, submit to the committee a letter of intent to contract. Such letter of intent to contract shall indicate the contracting parties, the services to be performed, an itemization of the total cost estimate of the contract, and such other information as the department may deem pertinent to the committee review of the contract. The committee shall review and comment where necessary on any such contract or letter of intent to contract within a reasonable time not to exceed 45 days after the department has submitted the contract or letter of intent to contract to the committee. Any contract made by the state or any of its agencies or departments in violation of this section and without prior review by the committee of either the contract or the letter of intent to contract shall be void ab initio. If the committee fails to review and comment upon any contract or letter of intent to contract within the aforementioned 45-day time period, such contract shall be deemed to have been reviewed in compliance with this section.

Should the department elect to submit a letter of intent to contract in lieu of a proposed contract, as authorized in the preceding paragraph, the department shall be required to submit to the committee for its information the contract described in the letter of intent upon the execution of the contract.

The committee shall have the power to issue subpoenas for any witnesses and to require the production of any documents or contracts it feels it needs to examine in the conduct of its duties.

The committee shall organize itself at the first meeting and elect from among its membership a chair and a vice-chair. The committee shall hold regular meetings at least once each month, the regular meetings to be held during the first week of each month.

Credits

(Acts 1984, No. 84-277, p. 464; Acts 1988, 1st Sp. Sess., No. 88-856, p. 336, § 1; Acts 1989, No. 89-654, p. 1296; Acts 1997, No. 97-658, p. 1249, § 1.)

Ala. Code 1975 § 29-2-41, AL ST § 29-2-41

Current through the end of the 2022 Regular and First Special Sessions. Some provisions may be more current; see credits for details.

End of Document

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Code of Alabama

Title 29. Legislature. (Refs & Annos)

Chapter 2. Permanent Legislative Committees. (Refs & Annos)

Article 3. Contract Review Oversight Committee. (Refs & Annos)

Ala.Code 1975 § 29-2-41.1

§ 29-2-41.1. Emergency provisions.

Currentness

In case of an emergency adversely affecting public health, safety, security, or the economic welfare of the state, so declared in writing to the Governor by the head of the institution or agency involved, setting forth the nature of the danger to public health, safety, security or the economic welfare of the state, contracts may be let to the extent necessary to meet the emergency without review by the committee. Any contract let pursuant to this section involving an emergency adversely affecting the economic welfare of the state shall be let for a period of not more than 60 days during which time the committee shall review a contract for a longer period of time if such services are required beyond the 60-day limit hereby imposed.

Credits

(Acts 1988, 1st Sp. Sess., No. 88-856, p. 336, § 2.)

Ala. Code 1975 § 29-2-41.1, AL ST § 29-2-41.1

Current through the end of the 2022 Regular and First Special Sessions. Some provisions may be more current; see credits for details.

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Title 29. Legislature. (Refs & Annos)

Chapter 2. Permanent Legislative Committees. (Refs & Annos)

Article 3. Contract Review Oversight Committee. (Refs & Annos)

Ala.Code 1975 § 29-2-41.2

§ 29-2-41.2. Personal and professional service agreements.

Currentness

(a) For the purposes of this article the term personal and professional services specifically includes independent contractor agreements as well as individual employment agreements.

(b) Notwithstanding any other provisions of this article, all contracts for employment of an attorney to provide legal services, including contracts involving an attorney providing legal services under an agreement with the Attorney General, shall be reviewed by the committee. Provided, however, contracts for appointment of attorneys for the Department of Transportation for right of way condemnation cases are exempt from the provisions of this article.

Credits

(Acts 1988, 1st Sp. Sess., No. 88-856, p. 336, § 3; Acts 1995, No. 95-652, p. 1364, § 1.)

Notes of Decisions (1)

Ala. Code 1975 § 29-2-41.2, AL ST § 29-2-41.2

Current through the end of the 2022 Regular and First Special Sessions. Some provisions may be more current; see credits for details.

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Code of Alabama

Title 29. Legislature. (Refs & Annos)

Chapter 2. Permanent Legislative Committees. (Refs & Annos)

Article 3. Contract Review Oversight Committee. (Refs & Annos)

Ala.Code 1975 § 29-2-41.3

§ 29-2-41.3. Personal and professional service agreements -- Exclusions.

Currentness

The following personal and/or professional services contracts shall be excluded from the terms of this article:

- (1) Contracts for insurance;
- (2) Contracts let by competitive bid;
- (3) Contracts entered into by public corporations and authorities;
- (4) Any contract the total amount of which does not exceed \$1,500.00, said total amount to include both compensation and reimbursement of expenses.

Credits

(Acts 1988, 1st Sp. Sess., No. 88-856, p. 336, § 4.)

Ala. Code 1975 § 29-2-41.3, AL ST § 29-2-41.3

Current through the end of the 2022 Regular and First Special Sessions. Some provisions may be more current; see credits for details.

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Code of Alabama

Title 29. Legislature. (Refs & Annos)

Chapter 2. Permanent Legislative Committees. (Refs & Annos)

Article 3. Contract Review Oversight Committee. (Refs & Annos)

Ala.Code 1975 § 29-2-41.4

§ 29-2-41.4. Personal property and nonprofessional services.

Currentness

The amendments to [Sections 41-4-110, 41-4-113, 41-16-20, 41-16-21.1, 41-16-24, and 41-16-27](#) made by [Act 2009-763](#) shall not affect the review of any contract by the Contract Review Permanent Legislative Oversight Committee.

Credits

([Act 2009-652](#), p. 2006, § 1; [Act 2009-763](#), p. 2310, § 2.)

Ala. Code 1975 § 29-2-41.4, AL ST § 29-2-41.4

Current through the end of the 2022 Regular and First Special Sessions. Some provisions may be more current; see credits for details.

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Code of Alabama

Title 29. Legislature. (Refs & Annos)

Chapter 2. Permanent Legislative Committees. (Refs & Annos)

Article 3. Contract Review Oversight Committee. (Refs & Annos)

Ala.Code 1975 § 29-2-41.5

§ 29-2-41.5. Participation in meetings.

Effective: May 27, 2021

[Currentness](#)

(a) If the Chair of the Senate Finance and Taxation General Fund Committee or the Senate Finance and Taxation Education Committee or the Chair of the House Ways and Means General Fund Committee or the House Ways and Means Education Committee elects not to participate in meetings of the committee, the Speaker of the House or the President of the Senate, as appropriate, may appoint a House or Senate member to serve in the place of the nonparticipating budget committee chair.

(b) Members of the committee may participate in a meeting of the committee by means of telephone conference, video conference, or similar communications equipment by means of which all persons participating in the meeting may hear each other at the same time. Participation by such means shall constitute presence in person at a meeting for all purposes.

Credits

(Act 2021-536, § 1.)

Ala. Code 1975 § 29-2-41.5, AL ST § 29-2-41.5

Current through the end of the 2022 Regular and First Special Sessions. Some provisions may be more current; see credits for details.

End of Document

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Code of Alabama

Title 29. Legislature. (Refs & Annos)

Chapter 2. Permanent Legislative Committees. (Refs & Annos)

Article 3. Contract Review Oversight Committee. (Refs & Annos)

Ala.Code 1975 § 29-2-41.6

§ 29-2-41.6. Review of certain proposed agreements and obligations.

Effective: May 27, 2021

[Currentness](#)

(a) In addition to its other duties under this article, the Contract Review Permanent Legislative Oversight Committee shall review proposed agreements and obligations as follows:

(1) Each state agency or department that receives a direct appropriation from the State General Fund proposing to enter into any agreement obligating the agency or department to expend more than ten million dollars (\$10,000,000) of the annual appropriation from the State General Fund to the agency or department in a future fiscal year or years shall submit the agreement or obligation to the committee for review no later than 10 days after the agreement is signed or otherwise authorized by the agency or department. An agreement or obligation subject to review as provided in [Section 29-2-41](#), is exempt from review under this section.

(2) The committee shall review the proposed agreement or obligation within 30 days of its submission under subdivision (1) and may hold public hearings on the proposal.

(3) If the committee does not give notice to the state agency or department of its approval or disapproval of the proposed agreement or obligation within 30 days of its submission, the proposal is deemed to be approved by the committee for purposes of this section.

(4) If at least two House members and two Senate members of the committee disapprove of a proposed obligation or agreement within 30 days of its submission under subdivision (1), the obligation or agreement shall not become effective until 45 days after the obligation or agreement is submitted.

(b) As part of the committee's review conducted pursuant to this section, all state agencies, departments, boards, commissions, authorities, or other state entities shall cooperate fully with the committee and shall produce any documents or other information requested by the committee.

(c) The Department of Transportation is not subject to the review process in this section.

Credits

([Act 2021-536](#), § 1.)

Ala. Code 1975 § 29-2-41.6, AL ST § 29-2-41.6

Current through the end of the 2022 Regular and First Special Sessions. Some provisions may be more current; see credits for details.

End of Document

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