



Alabama Department of Insurance
REQUEST FOR PROPOSALS
for
Digital Fingerprint Collection Services

RFP#ALDOI-2014-08

PROPOSALS MUST BE RECEIVED BY
3:00 PM CENTRAL TIME ON August 18, 2014

THIS REQUEST SHOULD BE CAREFULLY REVIEWED.
FAILURE OF A PROPOSAL TO CONFORM TO THIS
REQUEST MAY CAUSE REJECTION OF THE PROPOSAL

Note: Faxed or E-mailed proposals will not be accepted.

All proposals must be delivered to Reyn Norman, Alabama Department of Insurance

By U. S. Postal Service:

Post Office Box 303351
Montgomery, AL 36130-3351

By hand or commercial courier:

RSA Tower Suite 502
201 Monroe Street
Montgomery, AL 36104

The original proposal and three (3) identical copies of the proposal shall be sent to the Department in a sealed envelope separate from the delivery envelope.

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Part 1. Solicitation; Description of Services; Qualifications.

1.1. Solicitation of proposals. The Alabama Department of Insurance (DOI), a department of the state government of Alabama, solicits proposals from qualified Respondents to enter into a contract with DOI to furnish the Services described in this Request for Proposal (RFP) during the two-year period beginning on January 1, 2015, and ending on December 31, 2016, with an option, at the discretion of the DOI, to extend the services up to a total of three additional years. If selected, the Respondent shall execute a contract with DOI in the form of Exhibit "A". The DOI is not committed to entering into any contract as a result of this RFP.

1.2. Description of Services. The following Services shall be provided under a contract awarded as a result of this RFP on an as-requested or as-needed basis:

1.2.1. On behalf of and as directed by the DOI, the contractor will provide digital fingerprint collection services for individuals seeking to be licensed by the DOI as insurance producers, independent adjusters, and title insurance agents.

1.2.2. The contractor will work with individuals applying for license by the DOI requiring a criminal history background investigation (applicants) to secure payment of fees, digitally collect fingerprints, transmit them electronically, and receive or transmit electronic Criminal History Record Information regarding applicants for submission to the DOI.

1.3. Qualifications and Responsibilities. The Respondent should be an experienced vendor of digital fingerprint collection services and able to provide high-quality digital fingerprint collection services for individuals who are seeking to be licensed by the DOI as insurance producers, independent adjusters, and title insurance agents and require a criminal history background investigation (applicants).

1.3.1. The DOI prefers vendor proposals that are based on commercial, off-the-shelf software that does not require customization to support DOI requirements.

1.3.2. Estimated current DOI volume is approximately 3,000 individuals per year. The approximate numbers for the past five years are indicated below:

License	2009	2010	2011	2012	2013	Average
Producers	2,863	2,430	2,470	2,741	2,601	2,626
Adjusters	543	482	933	773	289	683
Title Agents	22	11	9	14	n/a	14
Total	3,428	2,923	3,412	3,528	2,890	3,239

1.3.3. The DOI does not require exclusivity. The vendor may offer these services to other agencies so long as this neither negatively impacts service nor compromises the security of the fingerprints and personal data of individuals.

1.3.4. The DOI does not wish to own or operate the equipment required to perform these services. Fingerprint collection sites are to be selected and equipped, and staff trained by the vendor. These sites must be readily accessible to the public and located in areas that minimize any physical threat to the person who is to be fingerprinted. It is highly desirable that the sites be available on an extended-hours basis. Mobile service should be available to accommodate special circumstances.

1.3.5. Finger and thumb palm prints to include a "four fingers taken simultaneously" print for each hand as directed by the Applicant Fingerprint card (FD-258 Rev. 5-11-99) acceptable to the Alabama Department of Public Safety (DPS), parent agency of the Alabama Bureau of Investigation (ABI), and the Federal Bureau of Investigation (FBI), are to be captured through livescan equipment that meets all ABI and FBI standards

and requirements. To insure compliance with technical and security requirements, the DOI prefers that the vendor be certified as a channeler by the FBI. The vendor must be able to accept and process rolled prints from cards to accommodate instances in which the applicant cannot go to an authorized scan site.

1.3.6. Currently, the charge for a fingerprint-based criminal history background check is \$41.50. The ABI part of the check is \$25 and the FBI part of the check is \$16.50. If the charges for the criminal history background check change during the time of the contract, the fee charged for fingerprint collection should also reflect the change in price. Fees required by DPS/ABI and FBI for fingerprint processing along with any transaction based fees are to be collected from the applicant by the vendor. Fees charged by DPS/ABI and FBI must be paid to DPS/ABI by the vendor within 30 days or earlier if possible. DPS/ABI will be responsible for paying the FBI fees to the FBI.

1.3.7. An insurance company, insurance agency, or other similar employer of applicants should be able to establish an account with the vendor so it may pay fees for which it is obligated for multiple applicants. Individual applicants should also be able to pay for the service at the time of fingerprint collection. Services may be provided by the vendor to other state agencies so long as the fee processing is separate from that of the DOI.

1.3.8. Prints, accompanying data, and release documentation are to be transmitted in a secure manner to DPS/ABI to be processed through the DPS/ABI and FBI AFIS systems. DPS/ABI will submit prints to the FBI. Reports of clear records and criminal history background reports must be returned to the DOI in a secure electronic fashion consistent with the security requirements established under state and federal law and regulations or rules.

1.3.9. Scan sites are to be established by the vendor to serve applicants within the state of Alabama. Scan sites must be situated so that approximately 95% of applicants reside within 20 miles of a scan site and no fewer than 56 sites dispersed throughout Alabama.

1.3.10. Scan sites must be safe, secure, accessible, and have adequate parking. Hours of operation must be at a minimum 8:00 AM to 5:00 PM, Monday through Friday, with extended and weekend hours highly desirable. The locations must be Americans with Disabilities Act compliant.

1.3.11. Vendor must allow applicants to schedule appointments for fingerprinting via telephone or internet. Appointments generally will not be required.

1.3.12. Vendor must be able to provide mobile scanning services to accommodate extraordinary circumstances.

1.3.13. Vendor must have substantial experience in providing fingerprint services through a network of scanning sites and be able to provide references from public entities for which it currently provides similar services.

1.3.14. Vendor must be bonded and insured and provide evidence of sound financial standing, including balance sheets and income statements.

1.3.15. Vendor must be able to securely process fee payments by credit or debit card, money order, check, cash, or direct agency billing.

1.3.16. Vendor must be able to accommodate multiple agency accounts with separate account settlement with each agency.

- 1.3.17.** Vendor must be able to provide activity tracking and transaction reports as required by DOI, and must also provide a means for electronic retrieval of data files to and from the DOI.
- 1.3.18.** Vendor must be able to process fingerprint submission in real time with a legibility and acceptability rate of at least 97%.
- 1.3.19.** Vendor and its employees must ensure that applicants present proper identification at the time of fingerprinting.
- 1.3.20.** Vendor and its employees must comply with all federal and state laws, regulations, and standards (including CJIS Security Policy) as well as with rules, procedures, and standards established by the Compact Council and United States Attorney General.
- 1.3.21.** Vendor must meet all requirements of the CJIS Security Policy, ABI and FBI standards and requirements for livescan.
- 1.3.22.** Vendor must comply with the data encryption mandates required by FBI CJIS.
- 1.3.23.** Vendor must be certified by the FBI as channelers.
- 1.3.24.** Vendor must meet the DOI security requirements and have an established protocol to insure that applicants' personal data and images are secure and are not retained on local machines beyond the time required to complete the fingerprint scanning, transmission, and validation process.
- 1.3.25.** Vendor must provide to DOI advance notice of at least 180 days prior to termination of the contract for any reason.
- 1.3.26.** Vendor must provide both telephone and e-mail helpline services as a means of resolving transmission issues and other problems that should occur.
- 1.3.27.** Vendor must provide an initial response to a request for help sent to the helpline services within 48 hours of the receipt of such a request.
- 1.3.28.** Vendor must have fingerprint sites operational and staffed appropriately by January 1, 2015.
- 1.3.29.** Vendor must establish and make fully operational a Web site that provides information about the fingerprint process to fingerprint applicants, and any interested member of the public. Information contained on the Web site should include, but not be limited to, the following: a description of the DOI fingerprint requirements, listing of all fingerprint sites in Alabama to include contact information and travel directions, and FAQs and answers. A representative process flowchart is attached as Exhibit "B".
- 1.3.30.** Vendor must have the ability to develop, open, equip, staff, and maintain new fingerprint locations due to the closure of established sites, or demonstrated need.
- 1.3.31.** Vendor must provide a method of delivery of data through a Web service.
- 1.3.32.** Vendor must be willing to undergo audits by the DOI, DPS/ABI, or FBI to ensure compliance with security requirements.
- 1.3.33.** Vendor must comply with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended, before any contract award may be made. See Section 2.3.11. for more information.
- 1.3.34.** Vendor must identify contact persons to work closely with DOI contact persons to ensure a smooth flow of operations without interruption to applicant services.

Part 2. Proposal Content.

2.1. Responsiveness. The proposal must be responsive to all requirements set forth in this RFP and prepared in the form described in Part 3. A proposal determined by DOI to be non-responsive shall be rejected and shall not be considered for a contract award.

2.2. Unacceptable terms or conditions. A proposal containing terms, conditions, or qualifications deemed unacceptable to the DOI may be rejected as non-responsive. Without limiting the generality of the preceding sentence, (i) pricing in accordance with the following Sections 2.3.7 and 2.3.8 shall be firm pricing for the duration of the awarded contract, and (ii) subcontracting or assignment of the contract or of performance of specific aspects of the Services is not permitted.

2.3. Required content. To be responsive, a proposal must include the following:

2.3.1. Identification. The proposal must contain: the Respondent's correct name; mailing address; physical address if different from the mailing address; telephone number(s); facsimile number(s); electronic mail address(es); and Federal Employer Identification Number if Respondent is a business entity, or Social Security Number if Respondent is an individual or sole proprietorship.

2.3.2. Contact Persons. The proposal shall contain the names, titles, telephone and facsimile numbers, and electronic mail addresses of not less than two (2) individuals designated as the Respondent's contact persons for purposes of the proposal. Each designated individual must be authorized to respond to questions from DOI.

2.3.3. Authority to transact business. If the Respondent is a non-Alabama business entity, the proposal shall affirmatively state that the Respondent has qualified or registered, as appropriate, through the Alabama Secretary of State to transact business in Alabama as of the proposal date.

2.3.4 Agreement to contract. The proposal shall include an unconditional agreement to enter into a contract with the DOI in the form of Exhibit "A", which will be modified to include the services and pricing as may be necessary for the DOI's compliance with State and Federal laws, within the time specified in the notice of award if Respondent is notified of a contract award.

2.3.5. Pricing. The proposal must include the fee structure and pricing for the digital fingerprinting collection service.

2.3.6. References. The proposal must provide a list of all states, agencies or other entities for which Respondent has provided services similar to those requested in this RFP within the three (3) years preceding the proposal date. The proposal must include names, telephone and facsimile numbers, and electronic mail addresses of contact persons at each named entity.

2.3.7. Cancellations. The proposal must provide a list of all contracts that Respondent executed or accepted for digital fingerprint collection services within the two (2) years preceding the proposal date and that were canceled or terminated by any state agency or other entity prior to completion. If applicable, the proposal must include a detailed explanation for each such cancellation or termination and the final resolution of the matter. The proposal must include the names, telephone and facsimile numbers, and electronic mail address of each such agency's or entity's contact individual with knowledge of the cancellation and the reasons for the cancellation.

2.3.8. Administrative action; litigation. The proposal must specify whether during the three (3) years preceding the proposal date, the Respondent, including any parent or subsidiary business entity and/or office location, has been involved in any administrative proceeding or litigation with any federal, state, or governmental entity. If

applicable, the proposal must set forth the style and case number of the proceeding, the jurisdiction in which the proceeding is or was pending, a description of the issues, and a description of the resolution or current status if still pending as of the proposal date.

2.3.9. Conflicts or Potential Conflicts of Interest. The proposal must identify any conflicts or potential conflicts of interest of Respondent or Respondent's employees who will or may provide services under any contract resulting from this RFP. The proposal must acknowledge that Respondent possesses the necessary independence in the provision of Services under the contract notwithstanding any disclosed existing or potential conflicts of interest.

2.3.10. Financial disclosure. The proposal must include a properly completed and executed disclosure statement required pursuant by Ala. Code §§ 41-16-80 et seq. (2001). The disclosure statement form and instructions are accessible on the website of the Attorney General of Alabama at: <http://www.ago.state.al.us/Page-Vendor-Disclosure-Statement-Information-and-Instructions>.

2.3.11. Compliance with Immigration Law. If awarded a contract, the Respondent will be required to submit a properly completed and executed copy of the "Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act" and provide complete documentation of E-Verify enrollment. Information regarding these requirements can be accessed from the Website maintained by Alabama's Immigration Information Center at <http://immigration.alabama.gov>.

2.3.12. Warranties. The proposal shall include the following:

2.3.12.1. Respondent warrants that neither Respondent nor any person or entity that will participate financially in the contract has received compensation from DOI for participation in preparation of the RFP and any resulting contract.

2.3.12.2. Respondent warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this RFP and any resulting contract.

2.3.12.3. Respondent warrants that it is not currently delinquent in the payment of any taxes owed the State of Alabama.

2.3.12.4. Respondent warrants that neither Respondent nor anyone acting for Respondent has directly or indirectly communicated Respondent's proposal or the contents thereof to any competitor or any other person engaged in the type of business described in this RFP, has colluded or conspired with any other respondent in devising proposals in response to this RFP, or has otherwise violated the antitrust laws of Alabama or the Federal antitrust laws in connection with the Respondent's proposal.

2.3.13. Other information. The proposal may contain such information not specifically required by this RFP as the Respondent may elect to submit for the DOI's consideration.

Part 3. Proposal Format.

3.1. Legibility and organization. The proposal must be typed or printed by means of word processing software. It should clearly state the RFP to which the response is directed. The proposal shall identify the content requirements in Section 2.3 above by subsection number. To the extent a particular subsection in Section 2.3 is not applicable, that subsection should be identified with a notation to the effect that it is not applicable.

3.2. Supporting documents and materials. A proposal must include copies of all documents or other materials Respondent desires the DOI to consider in evaluating the proposal. Each document or item submitted shall be identified to a specific portion of this RFP by citation to the particular subsection number. The DOI may reject and not consider any documents or other materials that are not included or submitted with the proposal.

3.3. Claim of protection for proprietary information. Proposals will become a public record as provided in Section 5.8. To the extent a Respondent deems any specific portion of its proposal to include a “trade secret” as defined in Ala. Code § 8-27-2(1), such portion(s) shall be clearly identified. Said designation shall not be binding on the DOI but the DOI will review and consider the designation. Wholesale designation of a proposal or substantial parts of a proposal as “trade secrets” shall not be accepted by DOI.

3.4. Binding. It is requested that the proposal and all supporting documents or materials be bound on the left in a manner that is secure, does not obscure the text, and allows the proposal to lie reasonably flat when open. Use of a three-ring binder is acceptable.

3.5. Submittal letter. The first page of the proposal must be a submittal letter signed by the Respondent, if an individual, or by an authorized representative of a Respondent business entity, which includes the following:

The representations and information in this proposal are true and correct as of the date of this proposal. The submitting person or entity represents that it is ready and able to execute a contract if a contract is awarded based on this proposal. This proposal shall remain firm and be valid through the date of the contract resulting from this RFP if awarded. The submitting person or entity understands that DOI’s contract form is not negotiable and will not be revised unless DOI determines, in its sole discretion, that a revision would be in the best interests of DOI and the State of Alabama.

The undersigned represents that the only person or persons, entities, or parties interested in the proposal as principals are named in this proposal. This proposal is made without collusion with any other person, persons, company or parties submitting a proposal. This proposal is in all respects fair and made in good faith without collusion or fraud. If the submitting party is a business entity, the undersigned has full authority to bind the entity in a contract with DOI.

The submitting person or entity acknowledges that a material false statement in or omission from this proposal and all material submitted with this proposal may cause rejection of the proposal or the withholding of a contract, or may constitute a breach of an awarded contract.

Part 4. Submission of Proposal.

4.1. Delivery format. The original proposal, including the submittal letter required by Section 3.5 containing an original signature in ink, and three (3) identical copies of the proposal shall be sent to the Department in a sealed envelope separate from the delivery envelope, addressed as provided in Section 4.2 below. At its election, the Respondent may include a brief cover letter identifying the sealed envelope as containing a proposal in response to the RFP or the proposal envelope may be identified as containing a proposal in response to this RFP.

4.2. Delivery address. The proposal should be addressed to Reyn Norman, General Counsel, Alabama Department of Insurance, at one of the following:

By U. S. Postal Service:

Post Office Box 303351
Montgomery, AL 36130-3351

By hand or commercial courier: RSA Tower Suite 502
201 Monroe Street
Montgomery, AL 36104
Telephone: 334-269-3550

Please Note: All deliveries by the United States Postal Service are made to an off-site, central state government mail facility. Forms of USPS expedited delivery may not be expedited.

4.3. Time for submission. To be considered, a proposal must be received by the DOI and time-stamped **before 3:00 PM Central Time on August 18, 2014**. Identified proposals received after the deadline will be returned unopened. Proposals submitted after the deadline will not be considered under any circumstances.

4.4. Alterations or withdrawals. A proposal cannot be altered or amended after it has been delivered to the DOI. A proposal may be withdrawn before the deadline specified in Section 4.3, but may not be withdrawn after the deadline.

4.5. Facsimile or electronic response. A proposal submitted by telephonic facsimile or electronic means will be rejected as non-responsive.

Part 5. Other Terms.

5.1. Anticipated Timetable. DOI currently anticipates the selection of a qualified firm and execution of the contract will proceed according to the following approximate timetable. DOI reserves the right, in its sole discretion, to revise all deadlines related to this RFP and to post notice of these revisions on the DOI website (www.aldoi.gov).

Issuance of Request for Proposals	July 18, 2014
Deadline for Written Questions	August 1, 2014
Answers to Written Questions Posted on DOI Website	August 8, 2014
Deadline for filing Proposals	August 18, 2014
Contract expected to be Executed	October 1, 2014

5.2. Contact Person. Other than questions about the RFP addressed in Section 5.3, all requests for other information concerning this RFP prior to opening must be directed **in writing** to Reyn Norman, General Counsel, Alabama Department of Insurance, Post Office Box 303351, Montgomery, Alabama 36130-3351, or by facsimile at (334) 240-7581, or by e-mail to Reyn.Norman@insurance.alabama.gov. Prior to contract award, the Respondent or Respondent's agent shall not contact other DOI employees regarding this RFP. Following the award, DOI will designate a contract administrator to whom requests for information concerning the RFP or awarded contract should be directed.

5.3. Written Questions; DOI's Response. By the date indicated above in Section 5.1, Respondents must submit any questions about the RFP **in writing** to Reyn Norman, General Counsel, by mail, facsimile, or e-mail as provided in Section 5.2. DOI will respond to these written questions in two ways: (1) DOI will fax or e-mail its response to all potential respondents that submit a fax or e-mail request for such a response; and (2) DOI will post its response on the DOI website as an amendment to the RFP posting. DOI will not mail any responses. DOI will make every reasonable effort to post, e-mail and fax responses by close of business on the date indicated above in Section 5.1 to written questions received by the deadline indicated above.

5.4. Evaluation Criteria; Evaluation Committee. Proposals will be evaluated by DOI's Evaluation Committee according to the criteria set out in the table below:

Criteria for DOI Evaluation of Proposal Responses:	
(1) <i>Experience & Qualifications:</i> Specialized expertise, capabilities, experience and technical competence of the specific individuals who are to be assigned to project to provide the services. Demonstrated ability and history of past performances of similar work and compliance with required security measures. References should be clear as to the type of work performed. Clearly defined proposed project management techniques. Quality, reliability and ability to provide the quality services detailed in this RFP.	30 points
(2) <i>Scope of Work:</i> Details of the plan for performing the required services. Details of technical assistance.	40 points
(3) <i>Pricing:</i> Narrative describing costs. Reasonableness of costs.	25 points
(4) <i>Clarity of response:</i> Clarity and content of respondent's proposal, including their understanding of the nature of the solicitation, their work plan, and their communication skills.	5 points
TOTAL:	100 points

5.5. Contract. Each Respondent whose proposal is deemed acceptable by DOI shall be notified of an award and shall execute and return a final contract within the time period specified in the notice. The contract, when fully executed, shall be the entire agreement between the DOI and contracting Respondent.

5.6. Rejection of proposals. The DOI may reject all proposals and not award a contract based on this RFP if, in the DOI's judgment, a contract award will not serve the best interests of DOI and the State of Alabama. DOI may issue another RFP for the services as described in this RFP or similar services at any time.

5.7. Waiver of minor deviations. In its sole discretion, the DOI may waive minor deviations from the requirements expressed in this RFP.

5.8. Public Record. All proposals in response to this RFP become the property of DOI. Except as to portions of a proposal designated as containing "trade secrets" as provided in Section 3.3, which designation has been accepted by the DOI, all proposals and any resulting contract(s) are public records and subject to review by the public upon request.

5.9. Proposal preparation costs. The DOI shall not pay or reimburse Respondent for the cost or expense of preparing and submitting a proposal.

Exhibit "A"
2014 DOI RFP – Digital Fingerprint Collection Services

CONSULTING CONTRACT
Digital Fingerprint Collection Services

The Alabama Department of Insurance ("Department") of 201 Monroe Street, Suite 502, Montgomery, Alabama 36104, and

("Contractor") agree as follows:

1. EFFECTIVE DATE, TERM, AND TERMINATION DATE.

1.1 The Effective Date of this Contract is January 1, 2015. Unless sooner terminated as provided in Section 8, the Term of this Contract is two (2) years and the Contract Termination Date is December 31, 2016, with an option, at the discretion of the Department, to extend the contract up to a total of three additional years.

2. SERVICES.

2.1 Commencing on the Effective Date and continuing during the Term, Contractor shall provide one or more of the following Services upon the request of and as directed by the Department:

2.1.1 On behalf of and as directed by the Department, the contractor will provide digital fingerprint collection services for individuals seeking to be licensed by the Department as insurance producers, independent adjusters, and title insurance agents.

2.1.2 The contractor will work with individuals applying for license by the Department requiring a criminal history background investigation (applicants) to secure payment of fees, digitally collect fingerprints, transmit them electronically, and receive or transmit electronic Criminal History Record Information regarding applicants for submission to the Department.

3. PERFORMANCE OF SERVICES.

3.1 The Department does not wish to own or operate the equipment required to perform these services. Fingerprint collection sites are to be selected and equipped, and staff trained by the Contractor. These sites must be readily accessible to the public and located in areas that minimize any physical threat to the person who is to be fingerprinted. It is highly desirable that the sites be available on an extended-hours basis. Mobile service should be available to accommodate special circumstances.

3.2 Finger and thumb palm prints to include a "four fingers taken simultaneously" print for each hand as directed by the Applicant Fingerprint card (FD-258 Rev. 5-11-99) acceptable to the Alabama Department of Public Safety (DPS), parent agency of the Alabama Bureau of Investigation (ABI), and the Federal Bureau of Investigation (FBI), are to be captured through livescan equipment that meets all ABI and FBI standards and requirements. To insure compliance with technical and security requirements, the Department prefers that the Contractor be certified as a channeler by the FBI. The Contractor must be able to accept and

process rolled prints from cards to accommodate instances in which the applicant cannot go to an authorized scan site.

3.3 Currently, the charge for a fingerprint-based criminal history background check is \$41.50. The ABI part of the check is \$25 and the FBI part of the check is \$16.50. If the charges for the criminal history background check change during the time of the contract, the fee charged for fingerprint collection should also reflect the change in price. Fees required by DPS/ABI and FBI for fingerprint processing along with any transaction based fees are to be collected from the applicant by the Contractor. Fees charged by DPS/ABI and FBI must be paid to DPS/ABI by the Contractor within 30 days or earlier if possible. DPS/ABI will be responsible for paying the FBI fees to the FBI.

3.4 An insurance company, insurance agency, or other similar employer of applicants should be able to establish an account with the Contractor so it may pay fees for which it is obligated for multiple applicants. Individual applicants should also be able to pay for the service at the time of fingerprint collection. Services may be provided by the Contractor to other state agencies so long as the fee processing is separate from that of the Department.

3.5 Prints, accompanying data, and release documentation are to be transmitted in a secure manner to DPS/ABI to be processed through the DPS/ABI and FBI AFIS systems. DPS/ABI will submit prints to the FBI. Reports of clear records and criminal history background reports must be returned to the Department in a secure electronic fashion consistent with the security requirements established under state and federal law and regulations or rules.

3.6 Scan sites are to be established by the Contractor to serve applicants within the state of Alabama. Scan sites must be situated so that approximately 95% of applicants reside within 20 miles of a scan site and no fewer than 56 sites dispersed throughout Alabama.

3.7 Scan sites must be safe, secure, accessible, and have adequate parking. Hours of operation must be at a minimum 8:00 AM to 5:00 PM, Monday through Friday, with extended and weekend hours highly desirable. The locations must be Americans with Disabilities Act compliant.

3.8 Contractor must allow applicants to schedule appointments for fingerprinting via telephone or internet. Appointments generally will not be required.

3.9 Contractor must be able to provide mobile scanning services to accommodate extraordinary circumstances.

3.10 Contractor must have substantial experience in providing fingerprint services through a network of scanning sites and be able to provide references from public entities for which it currently provides similar services.

3.11 Contractor must be bonded and insured and provide evidence of sound financial standing, including balance sheets and income statements.

3.12 Contractor must be able to securely process fee payments by credit or debit card, money order, check, cash, or direct agency billing.

3.13 Contractor must be able to accommodate multiple agency accounts with separate account settlement with each agency.

3.14 Contractor must be able to provide activity tracking and transaction reports as required by Department, and must also provide a means for electronic retrieval of data files to and from the Department.

3.15 Contractor must be able to process fingerprint submission in real time with a legibility and acceptability rate of at least 97%.

3.16 Contractor and its employees must ensure that applicants present proper identification at the time of fingerprinting.

3.17 Contractor and its employees must comply with all federal and state laws, regulations, and standards (including CJIS Security Policy) as well as with rules, procedures, and standards established by the Compact Council and United States Attorney General.

3.18 Contractor must meet all requirements of the CJIS Security Policy, ABI and FBI standards and requirements for livescan.

3.19 Contractor must comply with the data encryption mandates required by FBI CJIS.

3.20 Contractor must be certified by the FBI as channelers.

3.21 Contractor must meet the Department security requirements and have an established protocol to insure that applicants' personal data and images are secure and are not retained on local machines beyond the time required to complete the fingerprint scanning, transmission, and validation process.

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3.23 Contractor must provide both telephone and e-mail helpline services as a means of resolving transmission issues and other problems that should occur.

3.24 Contractor must provide an initial response to a request for help sent to the helpline services within 48 hours of the receipt of such a request.

3.25 Contractor must have fingerprint sites operational and staffed appropriately by January 1, 2015.

3.26 Contractor must establish and make fully operational a Web site that provides information about the fingerprint process to fingerprint applicants, and any interested member of the public. Information contained on the Web site should include, but not be limited to, the following: a description of the Department fingerprint requirements, listing of all fingerprint sites in Alabama to include contact information and travel directions, and FAQs and answers.

3.27 Contractor must have the ability to develop, open, equip, staff, and maintain new fingerprint locations due to the closure of established sites, or demonstrated need.

3.28 Contractor must provide a method of delivery of data through a Web service.

3.29 Contractor must be willing to undergo audits by the Department, DPS/ABI, or FBI to ensure compliance with security requirements.

4. PAYMENT FOR SERVICES AND EXPENSES.

4.1 All payments for services rendered under this contract by the Contractor shall be paid for by Applicants at the time of service or by the insurance company, insurance agency, or other similar employer of the applicant as may have established an account with the Contractor. No payment from the Department to the Contractor is contemplated nor expected under this agreement.

5. SUBCONTRACTORS; ASSIGNMENT.

5.1 All Services shall be performed by individuals either employed by the Contractor or otherwise engaged under separate contract with the Contractor and subject to the direct supervision and responsibility of the Contractor.

5.2 Contractor's interest in or obligations under this Contract may not be assigned with the expressed, written consent of the Department.

6. INDEPENDENT CONTRACTOR.

6.1 Contractor's status under this Contract is strictly that of independent contractor and not as an employee of the Department. The Department does not reserve any right to exercise the right of control over the means and method by which Contractor performs the Services. The Department will not provide fringe benefits, such as health insurance, paid vacation, or other employee benefits for the benefit of the Contractor or any individuals employed or otherwise engaged by the Contractor. The Contractor and individuals employed or otherwise engaged by Contractor are not entitled to benefits of the State Personnel System or the State Merit System laws.

6.2 Contractor shall account for and remit all taxes relating to its performance under this Contract, including but not limited to, income taxes, employee wage withholding for income tax and FICA taxes, and any other payroll taxes. Contractor is solely responsible for any benefit plans Contractor may provide for the individuals it employs or otherwise engages.

6.3 At all times during the Term, Contractor shall, at its sole cost and expense, maintain in force the following types of insurance:

6.3.1 Workers' compensation insurance for those individuals acting on behalf of Contractor performing Services under this Contract who are subject to the workers' compensation laws.

6.3.2 Vehicle liability insurance covering the individual in the individual's operation of, or responsibility for the operation of, the vehicle, for any individual acting on

behalf of Contractor using a vehicle (including any rental vehicle) in performance of the Services under this Contract. If requested by the Department, Contractor will have the Department and the State of Alabama shown as additional named insureds on such vehicle liability insurance policy or policies and shall provide evidence of any endorsement to that effect.

7. DEPARTMENT SUPPORT.

7.1 The Department will not provide support services, including office space and secretarial services, for the Contractor.

8. TERMINATION.

8.1 If not sooner terminated, this Contract terminates effective on the Termination Date, with an option, at the discretion of the Department, to extend the contract up to a total of three additional years.

8.2 The Department and Contractor may mutually agree in writing to terminate this Contract before the Termination Date, upon such terms and conditions as the termination agreement may provide.

8.3 Contractor must provide to the Department advance notice of at least 180 days prior to termination of the contract to terminate this contract for any reason.

8.4 Either the Department or the Contractor may terminate this Contract due to a claimed breach of a material term of the Contract by the other. In such event, the terminating party shall give the other a written notice specifying the nature and circumstances of the claimed breach and shall afford a reasonable period of not less than thirty (30) days within which to cure the breach. If the breach shall not have been cured within the stated cure period, the termination shall be effective as of the termination date specified in or determined from the termination notice.

8.4.1 In the event Contractor exercises this termination right by identifying a claimed material breach on the part of the Department which remains uncured after notice, Contractor shall complete performance of the Services on any task in process at the time of the termination notice unless the Department specifically agrees in writing that Contractor is relieved of the obligation to complete performance.

8.4.2 In the event the Department exercises this termination right by identifying a material breach on the part of the Contractor which remains uncured after notice, the Department may, upon such reasonable terms and in such manner as it deems appropriate, obtain substitute services similar to the Services remaining unperformed due to the breach and termination of this Contract. In such event, Contractor will be liable to the Department for any amounts incurred by the Department.

8.4.3 Without limitation, the Department may deem the existence of a material false representation or statement in, or the omission of material facts from, Contractor's response to the Request for Proposal that resulted in this Contract, including documents or information submitted with the response, to be a ground in the nature of a material breach justifying termination of this Contract.

8.5 The Department may cancel this Contract by giving Contractor not less than thirty (30) days written notice in advance of the termination date in the event that legislative action or other action of the State government, including, but not limited to, availability of funds for this Contract, makes provision of the Services impossible or unnecessary.

8.6 The Department and the State of Alabama have no liability to Contractor for consequential or other damages beyond amounts, if any, due but unpaid for Contractor's performance of the Services, and Contractor waives any right to seek such damages and covenants not to take legal action of any type to assert or recover such damages.

9. CONFIDENTIALITY; RECORDS.

9.1 Contractor's performance of the Services will give access to information and records of the Department and of persons or entities who are the subject of the Services which will include such personal private information (collectively, "Confidential Information") of the persons or entities who are the subject of the Services. At all times, Contractor shall treat such information and records as Confidential Information. Contractor agrees that it will not at any time or in any manner, either directly or indirectly, use any Confidential Information for the Contractor's own benefit, or divulge, disclose, or communicate in any manner any Confidential Information to any third party without the prior written consent of the Department or the person or entity, as may be the case. A violation of this subsection shall be a material violation of this Contract. The confidentiality provisions of this Contract shall remain in full force and effect after the termination of this Contract.

9.2 If it appears that the Contractor has disclosed (or has threatened to disclose) Confidential Information in violation of this Contract, the Department shall be entitled to an injunction to restrain the Contractor from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. The Department shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

9.3 Upon termination of this Contract, the Contractor shall deliver all records, data, memoranda, and equipment of any nature that are in the Contractor's control and that are the Department property or relate to the Department's business.

9.4 Contractor shall maintain a record of all work papers generated in its performance of Services under this Contract for the lesser period of seven (7) years. Contractor shall make the work papers freely available to the Department at the Department's request.

9.5 Contractor shall maintain all records pertaining to amounts invoiced under this Contract and shall make them available at reasonable times for inspection by any authorized representative of the Department upon request during the Term of the Contract and for four (4) years thereafter. If any litigation, claim, or audit is commenced before the expiration of the four (4) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

10. NOTICES.

10.1 All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Department: Reyn Norman, General Counsel
Alabama Department of Insurance
201 Monroe Street, Suite 502
Montgomery, AL 36104

Contractor:

10.2 Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

11. CONFLICT OF INTEREST.

11.1 During the term of this Contract, Contractor shall not engage in any other activities or work that would constitute a conflict of interest as described in Ala. Code § 27-2-13, or with the performance of its obligations under this Contract. Contractor is not precluded from engaging in other assignments or performing services for others similar in scope to the Services described in this Contract as long as such performance does not conflict with the Contractor's responsibilities under this Contract.

12. ADDITIONAL REQUIREMENTS.

12.1 **Immigration.** By signing this contract, the Contractor affirms, for the duration of the Contract, the Contractor 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, if the Contractor shall be found to be in violation of this provision, the Contractor shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.

12.2 **Equal Opportunity.** The Contractor will comply with the Civil Rights Act in giving equal opportunity without regard to race, color, creed, sex or national origin.

12.3 **ADA.** Contractor will comply with the requirements of the Americans with Disabilities Act (ADA).

12.4 **Payment of Taxes and Insurance by Contractor.** Contractor will be responsible for payment of all taxes, including, but not limited to, state, federal, foreign, or local taxes, including income tax, withholding tax, social security tax, pension contributions, and any other form of payroll or other taxes, for all individuals employed or otherwise engaged by Contractor. At Contractor's sole cost and expense, Contractor will secure and maintain any and all insurance that is required by the contract or is necessary to protect the interests of the State of Alabama and the Department or that Contractor may need or desire for Contractor or the individuals employed or otherwise engaged by Contractor.

13. INDEMNIFICATION.

13.1 Contractor shall indemnify and hold the Department harmless from all claims, losses, expenses, fees (including attorneys fees and litigation costs), costs and judgments that may be asserted against the Department and that result from the acts or omissions of the Contractor, the individuals acting on behalf of the Contractor, and the Contractor's agents arising from or relating to Contractor's performance under this Contract. At its election, upon receiving notice of any claim for damages within the scope of this Section, the Department may tender said claim to Contractor to furnish a defense of the Department at Contractor's expense in the jurisdiction where the claim is asserted.

14. NOTICE OF IMMUNITY.

14.1 As a department of State government, the Department is immune from being made a defendant in any court of law or equity by operation of Art. I, § 14, Ala. Const. 1901 (Recomp.), which immunity is not waivable and is not waived by any provision of this Contract.

15. CONTRACT NOT DEBT OF THE STATE.

15.1 This Contract does not create or constitute a debt against or incurred by the State of Alabama for purposes of Art. XI, § 213, Ala. Const. 1901 (Recomp.).

16. BOARD OF ADJUSTMENT.

16.1 In the event of a dispute concerning payment for Services or for damages otherwise claimed to be due to Contractor under or relating to this Contract, Contractor agrees that its remedy shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama as provided in Ala. Code §§ 41-9-60 et seq.

17. ENTIRE AGREEMENT.

17.1 This Contract contains the entire agreement of the parties. Any oral or written statements concerning the subject matter of this Contract which precede execution of this Contract by the parties are merged into the terms of this Contract, which alone expresses the intent of the parties, and the Department and Contractor warrant, each to the other, that they have not relied upon any preceding oral or written statements not set forth in this Contract in deciding to enter into this Contract.

18. AMENDMENT.

18.1 This Contract may be modified or amended by a writing signed by both parties. To the extent the laws of the State of Alabama require that the Department amend this Contract to include additional language or terms, Contractor agrees to execute any such amendment upon the request of the Department.

19. SEVERABILITY.

19.1 If any provision of this Contract shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. WAIVER OF CONTRACTUAL RIGHT.

20.1 The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract. The Department does not waive any privileges, rights, defenses, remedies, or immunities available to the Department as an agency of the State of Alabama or otherwise available to the Department. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in this Contract or otherwise available to the Department by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities, or be considered a basis for estoppel.

21. APPLICABLE LAW.

21.1 This Contract shall be governed by the laws of the State of Alabama.

22. TIME OF THE ESSENCE.

22.1 Time is of the essence in the performance of this Contract.

Alabama Department of Insurance

Contract No.:

Contractor:

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DEPARTMENT:

CONTRACTOR:

By: _____

Jim L. Ridling

Commissioner

Alabama Department of Insurance

By: _____

Taxpayer ID Number:

APPROVED AS TO FORM ONLY:

Legal Counsel

Alabama Department of Insurance

APPROVED:

Robert Bentley

Governor, State of Alabama

