

Alabama State Department of Education



Request for Proposal
Amended RFP ALSDE 2022-09
FINGERPRINT SERVICES VENDOR
Alabama State Department of Education
Educator Certification Section

Note: FAXED OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED.

Inquiries and response submissions related to this RFP are to be addressed to:

Cindy Gillespie
Office of Operations
Alabama State Department of Education
50 N. Ripley Street, Room P305
Gordon Persons Building
Montgomery, AL 36104
Email: cgillespie@alsde.edu

Amended Deadline:

Proposals must be received no later than 4:00 p.m. on Monday, June 20, 2022.

It is required that each vendor clearly mark the envelope RFP ALSDE 2022-09 in the lower left corner of the envelope (Response packages that are not marked will be rejected).

The proposal package must contain the following:

1. Original proposal plus four copies with original signatures (The proposal must be signed by an official authorized to legally bind the vendor to the information provided). One (1) electronic copy on a USB flash drive in PDF format.
2. Must be currently registered with The Alabama Department of Finance, Division of Purchasing as a State Vendor and provide vendor number. <http://www.purchasing.alabama.gov>
3. The vendor must complete the affidavit for business entity/employer/vendor. Verification of enrollment in E-verify should be presented on the form found in Appendix A.

Amended Proposal Opening
Tuesday, June 21, 2022
9:00 am

Gordon Persons Building, Martin Conference Room
50 North Ripley Street
Montgomery, AL 36104
(No Visitors Due to COVID-19)

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Section 1.00 Administrative Overview

1.1 Purpose and Background

The Alabama State Department of Education (ALSDE) seeks to contract with a vendor to perform fingerprint services on its behalf for a three-year period, starting on October 1, 2022 and ending on September 30, 2025, with an option, at the discretion of the ALSDE, that the agreement may be extended in one to three year increments, pursuant to Ala. Code § 41-4-144 (1975)(effective on October 1, 2022). The ALSDE is not committed to entering into any contract as a result of this RFP. All responses to this RFP become the property of the ALSDE and will not be returned to the vendor once opened. **Responses become public documents upon submission. For the exclusion of trade secrets or confidential information, please see the separate section on those topics.** The ALSDE’s decision to award a contract will depend upon the appropriateness of vendor responses to the requirements outlined herein and to economic considerations. The contract will be awarded to the prospective responsible vendor that best meets the specifications herein, exhibits an established history of providing these services to governmental agencies in a satisfactory manner, establishes a service agreement with the Alabama Law Enforcement Agency, and proposes to provide the specified services at the lowest responsible price.

1.2 Anticipated Time Table

June 1, 2022 Proposal Submission Deadline

June 2, 2022 Bid Opening

1.3 Proposal Evaluation

An evaluation committee composed of ALSDE staff and possibly other external readers will assess the proposals and score each submission according to the criteria listed in the following chart:

Criteria for Evaluation of Proposals		
30 Points	40 Points	30 Points
Professional Experience and Qualifications	Detailed Description/Delivery of Services	Costs; preferably to include a proposal for liquidated damages as noted in paragraph 38 of the RFP.

A vendor will not be considered if the pricing in the RFP was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other respondent. In addition, the vendor is prohibited from making multiple responses in a different form. The vendor must include a certified statement with the proposal indicating that the estimated cost was determined without any collusion as described above. Should collusion be detected at any time during the application process or after selection, the vendor will be removed from the ALSDE’s list of eligible entities. The vendor shall also include a statement certifying that all services properly requested will be performed as required.

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Best and Final Offers:

The ALSDE may either accept a vendor's initial proposal by award of a contract or enter into discussions with vendors whose proposals are deemed to be reasonably acceptable consideration for award. After discussions are concluded, a vendor may be allowed to submit a "Best and Final Offer" for consideration in a manner and method prescribed by the ALSDE. By submitting a proposal each vendor accepts and agrees to all conditions and requirements herein.

The ALSDE will make all decisions regarding evaluation of the proposal. The ALSDE reserves the right to judge and determine whether a request is compliant with and has satisfactorily met the requirements of the RFP. The ALSDE reserves the right to waive technical and other defects if, in its judgment, the interest of the ALSDE so requires. Any further information disclosed about the RFP during this process will be provided to all vendors in a manner and method prescribed by the ALSDE.

For the purpose of verifying the contents of the proposal, the ALSDE may request additional information, vendor interviews, and content presentations or materials. Discussions may be conducted with vendors that submit proposals determined to be reasonably suitable of being selected for the purpose of clarifying and assuring full cooperation in meeting the required terms. The ALSDE reserves the right to reject non-cooperative proposals at its sole discretion.

Rejection of Proposal:

ALSDE reserves the right to reject any or all proposals which are deemed to be non-responsive, late in submission, or unsatisfactory in any way. ALSDE shall have no obligation to award a contract for work, goods and/or services as a result of this RFP.

Confidentiality:

All information contained in the RFP is considered to be the exclusive property of the ALSDE. Recipients of this RFP are not to disclose any information contained within the RFP unless such information is publicly available. This RFP is provided for the sole purpose of allowing Vendors to respond to these specifications.

Selection Process:

The ALSDE will select the vendor that provides the most technically sound and cost-effective proposal that best fits the needs of the ALSDE. Final selection of the successful vendor will not be based solely on cost. The vendor product will be evaluated primarily on the scope of the activities linked to associated costs as detailed in the RFP. RFPs will be reviewed to ascertain that minimum requirements have been met. The ALSDE reserves the right to conduct discussions with potential vendors in order to clarify information contained in their proposals, but the ALSDE has no obligation to do so. Each responding digital fingerprint service may be invited to present its proposal to an ALSDE committee as part of the consideration process. All expenses associated with any possible presentation if asked shall be incurred by the digital fingerprint service. A vendor's inability or refusal to provide a presentation if asked may be cause for rejection of the proposal.

Unless provided by law, nothing in this RFP shall be construed to create any legal obligation on the part of ALSDE or any respondents. ALSDE reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue the RFP in whole or in part, at any stage. In no event shall ALSDE be liable to

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respondents for any cost or damages incurred in connection with the RFP process, including, but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from ALSDE for any costs, expenses, or fees related to the RFP. All supporting documentation submitted in response to the RFP will become the property of the ALSDE. Respondents may also withdraw their interest in the RFP, in writing, at any point in time, as more information becomes known. If, within the confines of this RFP, the vendor provides intellectual property be it understood that all RFP contents are subject to Open Records Act laws and thus are subsequently in the public domain.

Only the final results of the ALSDE Evaluation Committee may be considered public. Any work papers, individual evaluator or consultant comments, notes, or score will not be considered public. The final results of the ALSDE Evaluation Committee will not be publicly available until a final contract has received all necessary approvals.

Open Records act requests can be made at the following website:

[https://alsde.mycusthelp.com/WEBAPP/rs/\(S\(f5sv2dmcmpb2aknppsajshwn\)\)/supporthome.aspx](https://alsde.mycusthelp.com/WEBAPP/rs/(S(f5sv2dmcmpb2aknppsajshwn))/supporthome.aspx)

Disclaimer Notice:

The ALSDE shall not be liable for any costs associated with the preparation of proposals or negotiations of a contract incurred by any party.

Availability of Funds:

It is expressly understood and agreed that the obligations of the ALSDE to proceed is conditioned upon the continued availability of funds that may be expended for these purposes.

1.4 Conditions and Terms

Contract Terms:

The contract resulting from this RFP may be renewed at the discretion of the ALSDE in one to three-year increments, pending written agreement of the vendor & ALSDE, pursuant to Ala Code § 41-4-144 (1975), and dependent upon required state approvals or agreements (including the Alabama Law Enforcement Agency), the availability of funds, and any performance evaluations of the project. The contract will commence pending Legislative Review Committee approval and Governor's signature, if applicable.

The vendor shall be fully prepared to commence work after full execution of the contract by parties and the receipt of required governmental approvals.

Proposals should reference each element in the RFP by number on the cover of each copy and be arranged in the same sequence. All fees and costs are to be stated in United States currency. Vendors must reply to each element of the RFP.

Elements in the application should be referenced by the same sections and numbers as in the RFP, and responses should be arranged in the same sequence as in the RFP. Responses should be sufficiently detailed so as to substantiate those services offered meet or exceed all requirements. Addendums, attachments, or

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amendments, if any, must be signed, dated, and included with the respondent's application submission. Failure to complete the requirements of this section may result in rejection of the proposal.

The ALSDE reserves the right at any time and for any reason to cancel this RFP. The ALSDE reserves the right to reject any and all applications received as a result of this RFP. The ALSDE accepts no obligation for costs incurred by any vendor in preparing or submitting a response to the RFP.

Section 2.00 Scope

2.1 Scope of Vendor's Work and Responsibilities

The ALSDE is issuing a Request for Proposals (RFP) to solicit written responses to secure the services of a third-party provider of digital fingerprinting services. The vendor must be capable of supplying high-quality digital fingerprint services for individuals who have unsupervised access to children in a school setting, or who are otherwise required by state law to have a criminal history check completed or facilitated by the Alabama State Department of Education.

The provider of the digital fingerprint service will work with individuals who are in Alabama Educator Preparation Programs, applying for certification/licensure, or seeking employment in educational support positions requiring a criminal history background check. They must secure payment, collect fingerprints, transmit them electronically, and receive or transmit electronic Criminal History Record Information (CHRI) regarding applicants for submission to the ALSDE.

The digital fingerprinting service should be managed by a vendor with a minimum of five years of experience that can provide high-quality digital fingerprint services for individuals who are in Educator Preparation Programs, applying for certification/licensure, or seeking employment in public or private educational institutions in positions requiring a criminal history background check. Security and technical solutions provided by the vendor must be kept current with industry standards. The ALSDE prefers that vendor proposals would be customized to work with ALSDE equipment and software to support ALSDE or CHRI security requirements, or at least not require the ALSDE to customize its existing equipment and software. Expectations include API services for maintaining look-up tables, data transfer, and match of data elements and terminology of the ALSDE. In addition, all data such as applicant social security numbers and addresses, to include the zip code +4, should be verified as compliant with IRS and U.S. Postal Service rules.

Estimated current annual ALSDE volume is more than 20,000 individuals per year. The approximate numbers for the past six years are indicated below.

- 2016 - 18,640
- 2017 - 19,479
- 2018 - 19,901
- 2019 - 19,735
- 2020 - 15,807 (Reduced numbers due to COVID-19 impact)
- 2021 - 22,021

The ALSDE 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.

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The ALSDE does not wish to own or operate the equipment required to perform these services. Fingerprint sites are to be selected and equipped, and staff are to be 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.

Finger, thumb, and palm prints acceptable to the Alabama Law Enforcement Agency (ALEA) and the Federal Bureau of Investigation (FBI), are to be captured through live scan equipment that meets all ALEA and FBI standards and requirements. To ensure compliance with technical and security requirements, the ALSDE prefers that the vendor be certified as an approved 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.

Currently, ALEA charges \$25.00 for their portion of the criminal history check and the FBI charges \$13.25 for their portion of the criminal history check. All new applicants for a criminal history check must complete both the ALEA and FBI check at the time of fingerprinting. If the charges for the criminal history background check changes during the time of the contract, the fee charged for fingerprinting should also reflect the change in price. Fees required by ALEA and FBI for fingerprint processing along with any transaction-based fees are to be collected from the applicant by the vendor. Fees charged by ALEA and FBI must be paid to ALEA by the vendor within 30 days or earlier if possible. ALEA will be responsible for paying the FBI fees to the FBI. A local school district or private school should be able to establish an account with the vendor so that it may pay fees for which it is obligated. Services may be provided by the vendor to other state agencies so long as fee processing and applicant information are separate from that of the ALSDE.

Prints, accompanying data, and release documentation are to be transmitted in a secure manner to ALEA to be processed through the ALEA and FBI AFIS systems. ALEA will submit prints to the FBI. Reports of clear records and criminal history background reports must be returned to the ALSDE in a secure electronic fashion consistent with the security requirements established under state and federal law and regulations or rules. The ALSDE will be responsible for reporting the findings of the criminal history check.

Fingerprint Sites/Applicant Registration/User Experience

1. Vendor must have a minimum of five years of 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.
2. Vendor must be bonded and insured in the amount of at least 10 million dollars and list the ALSDE as the insured and provide evidence of sound financial standing, including balance sheets and income statements.
3. Vendor must be able to accept and process fingerprint cards from applicants unable to access the established fingerprint locations, or to propose an acceptable alternative method of fingerprinting those individuals.
4. Vendor must be able to provide mobile scanning services to accommodate extraordinary circumstances and must offer preferential consideration to local school systems and Alabama Institutions of Higher Education that request to host a fingerprint scan sites.
5. Fingerprint scan sites are to be established by the vendor to serve applicants within the state of Alabama. Fingerprint scan sites must be situated so that approximately 95% of applicants reside within 20 miles of a scan site. **At a minimum, at least one scan site must be located within each county.**
6. Fingerprint scan sites must be safe, secure, accessible, and have adequate parking. Hours of operation must be at a minimum 8:00 a.m. to 5:00 p.m. Central Standard Time, Monday through Friday with extended, and weekend hours highly desirable. The locations must be *American with Disabilities Act* (ADA) compliant.
7. 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.
8. Vendor online registration solution should be able to manage applicant authentication based on reference ID number provided by ALSDE through our Alabama Identity Management system (AIM).

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9. Vendor must establish an alternate registration method for applicants that requires additional assistance with the registration process. This registration method must comply with all applicable provisions of the Americans with Disabilities Act (ADA) and other requirements of the ALSDE.
10. Vendor must provide both telephone and e-mail helpline services for applicants as a means of resolving issues associated with fingerprint registration and submission.
11. Vendor must be able to securely process fee payments by credit/debit card, money order, or direct agency billing.
12. At the time of applicant registration, vendor must validate both U.S. (including the zip code +4) and international addresses of the applicant by checking them against the U.S. Postal Service web site prior to submission to the ALSDE.
13. Vendor must display a written acknowledgment and/or notification to the applicant using required wording about the criminal history record information check, must allow for the applicant to electronically sign an acknowledgment of that notification, must retain information regarding that acknowledgement, and must be able to provide the ALSDE with evidence that applicants signed the acknowledgment.

Technology/Data Transfer/Compliance

14. Vendor must be able to accommodate multiple agency accounts with separate account settlement with each agency.
15. Vendor must be able to provide activity tracking and provide monthly transaction reports regarding rejections, completed registrations by type (telephone or internet), completed transactions by applicant types, etc. as required by the ALSDE.
16. Vendor must be able to process fingerprint submissions in real time with a legibility and acceptability rate of at least 97% as determined by ALEA.
17. Vendor must obtain the ALSDE required releases or notifications/acknowledgments as mandated by statute and produce hard copies of the documents or electronic evidence of such documents upon request of the ALSDE or ALEA.
18. Vendor must provide the ALSDE required releases (electronic or hard copy) to the applicant immediately following the completion of a successful fingerprint registration.
19. Vendor and its employees must ensure that applicants present proper identification at the time of fingerprinting.
20. Vendor and its employees must comply with all federal and state laws, regulations, and standards (including the latest version of the CJIS Security Policy) as well as with rules, procedures, and standards established by the Compact Council and United States Attorney General.
21. Vendor must meet all requirements (including the latest version of the CJIS Security Policy), ALEA, and FBI standards and requirements for live-scan and the current Outsourcing Standard.
22. Vendor must comply with the data encryption mandates required by FBI CJIS and ALEA.
23. Vendor must be certified by the FBI as channelers.
24. Vendor must meet the ALSDE security requirements and have an established protocol to ensure 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.
25. Vendor must provide to the ALSDE 180 days advance notice of termination of the contract for any reason.
26. Vendor must provide both telephone and e-mail helpline services for staff of the ALSDE as a means of resolving transmission issues and other problems that should occur.
27. Vendor must provide an initial response to a request for help sent to the help-line services within 24 hours of the receipt of such a request.
28. Vendor must have fingerprint sites operational and staffed appropriately by January 1, 2023.
29. Vendor must establish and make fully operational a Website compliant with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. The Website should provide information about the fingerprint process to fingerprint applicants, ALEA officials, and any interested member of the public.

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Information contained on the Web site should include, but not be limited to, the following: a description of the ALSDE fingerprint process and requirements, listing of all fingerprint sites in Alabama to include contact information and travel directions, administrative tools for transaction look-up, instructions for making billing arrangements, important announcements, and FAQs and answers.

30. Vendor must provide a method of delivery of properly formatted data through a Web service to the ALSDE.
31. Vendor must be willing to undergo audits by the ALSDE, ALEA, or FBI to ensure compliance with security requirements.
32. Vendor must validate all data transmitted to the ALSDE to ensure the data is formatted correctly and all data transmitted is intended only for the ALSDE.
33. Vendor must synchronize the registration web site showing a listing of school systems, non-public schools, and institutions of higher education with the Education Directory (Ed. Dir) of the ALSDE to insure that applicants can accurately locate their intended place of employment/school during the registration process.
34. Vendor must allow applicants to select the purpose of their background check, to include:
 - a. Applicant for public school employment as a certified, licensed, or individual with a permit,
 - b. Applicant for employment as a certified school bus driver,
 - c. Applicant for certification, licensure, or a permit,
 - d. Applicant for public school employment as a classified (non-certified, non-licensed, and without a permit) employee,
 - e. Applicant to an Alabama Educator Preparation Program at a college or university,
 - f. Applicant for employment at a private school operating in Alabama,
 - g. Other categories as may be required pursuant to law or request by the ALSDE.
35. Vendor must adequately demonstrate a plan for managing incident reporting and response which should comply with the requirements found in the latest version of the CJIS Security Policy and ALEA and FBI standards, including the Outsourcing Standard.
36. Vendor must comply with the data encryption and other security requirements found in the latest version of the CJIS Security Policy and ALEA and FBI standards, including the Outsourcing Standard, if any breach of data security occurs and be prepared to cooperate fully with the ALSDE, ALEA, and the FBI in the resolution of such an event.
37. Vendor must notify ALSDE contact when a service interruption occurs caused by the vendor within six hours of the event.
38. Vendor should propose a plan for liquidated damages paid to the ALSDE or to each applicant affected when service interruptions or security breaches occur. See the definition of liquidated damages in the glossary section.
39. Vendor must notify the ALSDE in the event of a security breach within 2 hours of the incident. Further reporting to ALEA and FBI may also be required.
40. Vendor assumes 100% of the responsibility for any vendor data breaches impacting the ALSDE or individuals who were fingerprinted, or its fingerprint vendors and agrees to participate fully with all prescriptive resolutions provided by the FBI, ALEA, and/or the ALSDE.
41. No ALSDE applicant data shall be transmitted or stored outside of the United States.
42. Vendor should acknowledge its awareness of the Alabama Data Breach Notification Act of 2018 (ACT 2018-396) and state that it would comply with any pertinent portion of the law.

2.2 Scope of Alabama State Department of Education's Work and Responsibilities

Alabama State Department of Education

Specific responsibilities of the ALSDE are stated below:

- Approve the provider for digital fingerprint services.
- Identify contact person(s) at the ALSDE who will work closely with the vendor to ensure that operations flow smoothly without interruption to applicant services.
- Provide a means for electronic retrieval of data files to and from the ALSDE.

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Section 3.00 General Requirements

3.1 Requirements of Proposal

The vendor must provide the following mandatory information. **Failure to provide this information may be cause for the proposal to be rejected.** Qualifications, experience, and cost will be evaluated for contract award. The proposal may be submitted under the same cover with Vendor Requirements and Cost Proposal in two distinct sections. E-verify information is required to be submitted for all employees to include contractors of the vendors if necessary and applicable.

Part I

Signed Cover Letter:

The cover letter shall serve as the first page of the vendor's proposal. The vendor shall complete the cover letter and attach it to the proposal in response to the RFP. The cover letter must be signed by an authorized official to legally bind the vendor. It will state that the vendor is a legal entity that will meet the specifications. The cover letter must accompany the submitted proposal. The letter accompanying the proposal must have original signatures and must include contact numbers and e-mail addresses for the authorized official signing the letters.

Part II

Vendor Qualification and Experience:

Vendor shall provide satisfactory evidence of the vendor's capability to coordinate the types of activities and to provide the services described in the RFP in a timely manner. Special attention should be given to the discussion of qualifications. The discussion shall include a description of the vendor's background and relevant experience as related to the required activities in the RFP.

Vendor must provide a clearly defined plan for addressing data security issues, both prevention and intervention, to include a list, if any, security breaches that may have occurred within the past five years and a description of the methods used to resolve the matters. The proposal should also include a description of protection services offered to applicants in the event of negative repercussions associated with a data breach, including the possibility of liquidated damages.

Part III

Vendor shall provide a detailed plan describing how the services will be performed to meet the requirements of the RFP. The response must be prepared and organized in a clear and concise manner that is easily understandable.

Vendor Organization:

Describe your organizational structure and explain how your organization qualifies to be responsive to the requirements of this RFP. Submit a resume or job description detailing the level of education, experience, training, skills, etc., which emphasize previous experience in the service area as described in this RFP for all key personnel who will be involved with the proposed project.

Staff Performance Evaluations and Training:

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Vendors must describe their staff development program regarding orientation, ongoing staff evaluation and training that will be implemented throughout the contract period to ensure delivery of effective services that adhere to the ALSDE's required performance standards.

Criminal Justice Information System (CJIS) Security Policy Compliance:

Describe in detail the steps that the Vendor will take to ensure compliance with the FBI's current CJIS Security Policy, as well as how the Vendor would work with the ALSDE and ALEA as needed to ensure compliance with the FBI's CJIS Security Policy.

Method of Providing Services:

Vendor must provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to the ALSDE what the vendor intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished. Vendors must identify the counties/regions to be served by the proposed project. Vendors must include a detailed project schedule that is comprised of the detailed work plan for the entire project. **The Vendor must be fully operational on January 1, 2023.**

References:

The vendor shall provide a minimum of three (3) references from public entities for which it provides similar services, including names or persons who may be contacted, position of person, addresses, and phone numbers.

Executive Summary:

An executive summary is required. This summary will condense and highlight the contents of the vendor's proposal.

Part IV

Cost Proposal:

Vendor shall include the fee structure and pricing for the training sessions/program. The vendor shall submit a cost proposal in addition to other required information.

Subcontractor Disclosure:

Subcontractor must be bonded, insured, and be in compliance to the terms and conditions of the Outsourcing Standard as established by the Compact Council pursuant to 28 CFR Part 906. If you will use Sub-Vendors then describe your rationale for utilizing Sub-Vendors; include relevant past experience partnering with stated Sub-Vendor(s).

If the execution of work to be performed requires the hiring of Subcontractors, **you must clearly state this in the bid proposal and provide qualification for such individuals.** Sub-Contractors must be identified and the services they will provide or work they will perform must be clearly defined. The ALSDE will not refuse a proposal based upon use of a Sub-Contractor; however, the ALSDE reserves the right to refuse the Sub-contractor you have selected. Contractor and associated personnel shall remain solely responsible for the performance of all work, including work that may be sub-contracted.

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Describe your rationale for utilizing Subcontractors including relevant past experience partnering with stated Subcontractor(s). Documents for E-verification of subcontractors are the sole responsibility of the contractor and must be available upon request to ensure compliance.

Final selection of the digital fingerprint service will not be based on cost alone. The digital fingerprint service will be evaluated primarily on the scope of the activities linked to associated costs. RFPs will be reviewed to ascertain those minimum requirements have been met.

Section 4.00 General Terms and Conditions

4.1 Governance

This RFP and its terms shall be governed and construed according to the laws of the State of Alabama. Any dispute arising out of this RFP shall be brought in the State of Alabama, with venue in Montgomery County, Alabama. Vendors agree to comply with all applicable federal and state laws and regulations.

4.2 Immigration

The proposal must contain a statement that the firm is aware of and in compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act; a statement that the vendor is enrolled in the E-Verify as required by Section 31-13-9 (b), Code of Alabama 1975, as amended:

BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

COMPLIANCE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (31-13-1 et seq, Code of Alabama, 1975 as amended by Act 2012-491) regulates illegal immigration in the State of Alabama. All contracts with the State or political subdivision thereof must fully comply with each provision as provided by law.

For the purposes of this RFP and any responding Proposal, the following sections of that law impose specific requirements: Section 9 (a) of the Act provides "As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or a state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ an unauthorized alien within the State of Alabama."

Section 9(b) of the Act requires "As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or a 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 is enrolled in the E-Verify program."

As provided in the Act a "business entity" is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit and an "employer" is defined as any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control of 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.

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A proposal must include a statement that the vendor has knowledge of this law and is in compliance. Before a contract is signed, the vendor awarded the contract must submit a Certificate of Compliance using the form at Appendix A. E-Verify enrollment can be accomplished at the website of the United States Department of Homeland Security at <http://www.uscis.gov>.

See Section 10 for additional language required by Section 10(k) of the Act to be included in the contract.

Rev.5-24-13

4.3 Conflict of Interest

The vendor attests that no employee, officer, or agent of the vendor shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest may be involved. A conflict would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in the organization selected for an award. The officers, employees, and agents of the vendor, if selected as the career planning system vendor, shall neither award nor offer gratuities, favors, nor anything of monetary value from vendors or subcontractors.

4.4 Discrimination

Alabama Non-Discrimination Statement:

No person shall be denied employment, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity on the basis of disability, gender, race, religion, national origin, color, age, genetic information, or any other category protected under the law. Ref: Sec. 1983, Civil Rights Act, 42 U.S.C.; Title VI and VII, Civil Rights Act of 1964; Rehabilitation Act of 1973, Sec. 504; Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008; Equal Pay Act of 1963; Title IX of the Education Amendment of 1972; Title II of the Genetic Information Nondiscrimination Act of 2008. Title IX Coordinator, P.O. Box 302101, Montgomery, Alabama 36130-2101 or call (334) 694-4717.

4.5 Trade Secrets or Confidential Information

As part of the initial evaluation, the procurement officer in charge of this solicitation will review proposals received in response to this RFP for any information deemed a "trade secret" by the vendor and separate identified parts of the proposal from public viewing provided the following conditions have been met: (1) confidential information is clearly marked and separated from the rest of the proposal; (2) the proposal does not contain confidential material in the cost or price section; and (3) an affidavit from Vendor's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. If applicable, the Vendor's legal counsel must use the ALSDE's "Affidavit for Trade Secret Confidentiality" form when requesting the trade secret claim. The affidavit form is included in this document.

Information separated out under this procedure will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Vendors will be responsible to pay all legal costs and fees associated with defending a claim for confidentiality in the event a "right to

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know,” public records, or “open records” law request is made by any other party.

4.6 Public Requests for Information

All information received in response to the RFP, including copyrighted material, may be deemed public information and may be made available to the public upon request shortly after the signing of a contract(s) with the exceptions of: (1) trade secrets meeting the requirements of the Alabama Trade Secrets Act, that have been properly marked, separated, and documented; (2) any financial information requested by the ALSDE unless prior written consent has been given by the Vendor; or (3) other lawful exceptions.

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Glossary

ALEA	Alabama Law Enforcement Agency
ALSDE	Alabama State Department of Education
Channeler	An entity authorized to submit fingerprints and data directly to the FBI
FBI	Federal Bureau of Investigation
Liquidated damages	A fixed dollar amount, negotiated and mutually agreed upon as stipulated contractually, paid to the ALSDE or to affected applicants in the event the vendor is the cause of service interruptions, security breaches, or other incidents causing the ALSDE or affected applicants time and expense to reconcile. This is not necessarily exclusive of actual damages.
Sub-Vendor	A sub-contractor who provides software or services proposed.
Vendor	An entity submitting a proposal to perform services proposed
Process Flow Chart	A general description of ALSDE’s vision of how the process might work
Alabama Child Protection Act of 1999, as amended	
Code of Alabama	
Title 16, Chapter 22A	
Title 16, Chapter 23-16.2	The legislation under which the ALSDE was charged with responsibility for performing criminal history background checks on applicants for positions having unsupervised access to children.
Alabama Administrative Code,	
Chapters 290-3-2-.02(9)	
290-3-3-.02(5)	
Alabama Administrative Code guiding Administration of Criminal History Background Checks	
Alabama Data Breach Notification Act of 2018	
	The legislation will require certain persons upon breach of security that results in unauthorized acquisition of sensitive personally identifying information.

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APPENDIX "A"

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, Department or Public Entity)

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

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of 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.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and 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 a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the 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. The 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: _____

Printed Name of Witness

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APPENDIX “B”

Criminal Justice Information Security (CJIS) Policy Manual

[CJIS Security Policy Resource Center — FBI](#)

Alabama Data Breach Notification Act of 2018

[Code Of Alabama \(state.al.us\)](#)

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act

[Code Of Alabama \(state.al.us\)](#)

Code of Alabama Department of Education (Alabama Child Protection Act of 1999, as amended)

Title 16, Chapter 22A

Title 16, Chapter 23-16.2

[Alabama Legislature \(state.al.us\)](#)

Alabama Administrative Code

Chapter 290-3-2-.02(9)

Chapter 290-3-2-.02(5)

[ALABAMA STATE BOARD OF EDUCATION](#)

APPENDIX C: TRADE SECRET AFFIDAVIT

Alabama State Department of Education

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

DEPARTMENT OF _____)

)ss.

County of _____)

_____ (Affiant), being first duly sworn under oath, and representing _____ (hereafter "Vendor"), hereby deposes and says that:

1. I am an attorney licensed to practice in the State of _____, representing the Vendor referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Vendor is submitting a proposal to the Alabama State Department of Education for RFP # _____. Public agencies in Alabama are required by Alabama law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of the Alabama Trade Secrets Act, Alabama Code Section 8-27-1, and that the ALSDE is required to review claims of trade secret confidentiality.

3. I have read and am familiar with the provisions of the Alabama Trade Secrets Act, am familiar with the case law interpreting it, and understand that all information received in response to this RFP will be available for public examination except for:

- (a) trade secrets meeting the requirements of the Act; and
- (b) information requested by the ALSDE to establish vendor responsibility unless prior written consent has been given by the vendor.

4. I am aware that in order for the Vendor to claim confidential material, this affidavit must be fully completed and submitted to the ALSDE, and the following conditions must be met by the Vendor:

- (a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal;
- (b) the proposal may not contain trade secret matter in the cost or price; and
- (c) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.

5. I and the Vendor accept that, should the ALSDE determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the department's possession, insofar as its examination as a public record is concerned. I and the Vendor are solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned to the Vendor if the Vendor disagrees with the Department's determination of the issue of trade secret confidentiality.

6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by the Department of the Vendor's claim for trade secret protection in the event of an open records request from another party which the Vendor chooses to oppose. The Vendor will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the ALSDE, or the Vendor will immediately withdraw its opposition to the open records request and permit the ALSDE to release the documents for examination. The ALSDE will inform the Vendor in writing of any open records request that is made, and the Vendor will have five working days from receipt of the notice to notify the ALSDE in writing whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the ALSDE to treat the documents as a public record.

Documents that, in the opinion of the ALSDE, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.

Affiant's Signature

Signed and sworn to before me on _____ (date) by _____

_____ (Affiant's name).

Name of Notary Public: _____ for the

Department of: _____

My Commission Expires: _____

