

State of Alabama

Request for Proposal

For

**Hosted Deferred Presentment Services Database
and Other Professional Services**

RFP 2016-002

Issued By

Alabama State Banking Department



Issuing Officer

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State of Alabama

State Entity: Alabama State Banking Department

Request for Proposal

Event Name: Hosted Deferred Presentment Services Database and Other Professional Services

RFP Number: SBD-2016-02

1. Introduction

1.1 Purpose of Procurement

The purpose of this Request for Proposal (“RFP”) is for the Alabama State Banking Department (the “SBD”) to establish a Contract with a qualified contractor that will provide a **Hosted Deferred Presentment Services Database** solution and other professional services as described in this RFP. In order to be eligible to be awarded any such Contract, an Offeror must be a third-party private sector person or entity, as required by the Alabama Deferred Presentment Services Act.

1.2 RFP Responses

Offerors interested in obtaining such a Contract shall respond to this RFP in accordance with the instructions and provisions set forth herein.

At the beginning of their responses, Offerors must provide the following general information:

- (a) Offeror’s Name (Full Legal Name);
- (b) Offeror’s Address (Principal Place of Business);
- (c) Name of Offeror’s Contact Person;
- (d) Telephone Number for Offeror’s Contact Person; and
- (e) E-mail Address for Offeror’s Contact Person.

1.2.1 **Format**

Offerors should provide their responses in the following formats:

- (a) Two printed, bound paper copies of the response by mail to the Issuing Officer at the address stated in Section 1.4.



- (b) One electronic copy of the response in PDF format via e-mail to the Issuing Officer at the email address state in Section 1.4.

1.2.2 State's Vendor Registry

All Offerors must be registered with the Alabama Department of Finance, Division of Purchasing, in order to enter into any Contract with the SBD. The RFP has been posted on the SBD's website and the website of the Alabama Department of Finance, State Comptroller's Office, and sent to persons/entities registered with the Alabama Department of Finance, Division of Purchasing, under the following commodity codes: PRF 09000004, PRF 09000088, PRF 09000095, 92000, 92003, and 92005. If not registered with the Alabama Department of Finance, Division of Purchasing, prior to the issuance of the RFP, Offerors may register under one or more of the commodity codes set forth in this paragraph at the following web address: <https://procurement.staars.alabama.gov>. In any event, registration must be completed prior to the "Proposal Due/Closing Date and Time" set forth in section 1.3 of the RFP.

1.3 Schedule of Events

The schedule of events set out herein is the SBD's best estimate of the schedule that will be followed. However, delays in the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the closing date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date of the RFP at the SBD's web address: www.banking.alabama.gov/news.aspx. After the closing date, the SBD reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and Contract execution on an as needed basis with or without notice.

Description	Date	Time
Issuance of RFP	November 1, 2016	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.4	November 15, 2016	5:00 p.m. CST
Responses to Written Questions	November 29, 2016	5:00 p.m. CST
Proposals Due/Closing Date and Time	December 13, 2016	5:00 p.m. CST
Proposal Evaluation Completed	Anticipated 1 to 3 weeks after Closing Date	N/A



Selection Notification	Anticipated 2 to 4 weeks after Closing Date	N/A
Contract Negotiations	Anticipated 2 to 4 weeks after Closing Date	TBD
Review by Legislative Oversight Committee	Anticipated 1 to 2 months after Contract Negotiations	N/A
Contract Execution	Anticipated 2 months after Closing Date	N/A

1.4 Issuing Officer

Elizabeth T. Bressler
 General Counsel
 State Banking Department
 401 Adams Avenue, Suite 680
 Montgomery, AL 36104
 Tel: 334-242-3452
 Fax:334-242-3500
 Email: Elizabeth.Bressler@banking.alabama.gov

1.5 Definition of Terms

All terms used in this RFP shall have meanings consistent with the provisions of the Deferred Presentment Services Act, Ala. Code § 5-18A-1 et seq., and Regulations promulgated thereunder, 155-2-4-.01 et seq., unless otherwise specifically defined, another intention clearly appears, or the context requires a different meaning. The following terms shall have the following definitions for purposes of this RFP:

- (1) “Contract” means the agreement awarded pursuant to the procedure outlined in the RFP.
- (2) “Database” means the Database described by Ala. Code § 5-18A-13(o) and Regulation 155-2-4-.09.
- (3) “Deferred Presentment Services Transaction” means a transaction pursuant to written agreement involving the following combination of activities in exchange for a fee:



- (a) Accepting a check or authorization to debit a checking account and, in connection with that acceptance, advancing funds to the checking account holder.
- (b) Holding the check or authorization to debit checking account for a period of time prior to payment or deposit.

Ala. Code § 5-18A-2(3).

- (4) "Evaluation Team" means a team of persons selected by the SBD to evaluate and rate responses to the RFP.
- (5) "Licensee" means a lender that is licensed by the Supervisor to provide Deferred Presentment Services under the DPSA. Ala. Code § 5-18A-2(5).
- (6) "RFP" means this request for proposal and the attachments hereto.
- (7) "Superintendent" means the Superintendent of the Alabama State Banking Department, or his or her designees.
- (8) "Supervisor" means the Supervisor, Bureau of Loans of the Alabama State Banking Department, or his or her designees.
- (9) "Transaction Fee" means the amount the Offeror may charge a Licensee for access to the Database under this RFP. This fee may be charged only when a Licensee enters into a new or rollover Deferred Presentment Services Transaction with a customer, and may not be charged for inquiries and/or updates to transaction information (e.g., transaction payoff or address change) that do not result in a new or rollover Deferred Presentment Services Transaction.

Additionally, for the purpose of this RFP, the following terms may be used interchangeably:

- (1) Customer, Consumer, or Borrower
- (2) Deferred Presentment Services Act, the Act, or DPSA
- (3) Licensee, Deferred Presentment Service Provider or DPSA Licensee
- (4) Offeror, Contractor, Provider, or Vendor



- (5) Response, Proposal, or Offer
- (6) Alabama State Banking Department, State Banking Department, or SBD.
- (7) State of Alabama or State.

2. General Information and Instructions to Offerors

By submitting a response to the RFP, the Offeror is acknowledging that the Offeror:

- (a) Has read the information and instructions in the RFP.
- (b) Agrees to comply with the information and instructions contained in the RFP.
- (c) Is a third-party private sector person or entity as required by the DPSA.

2.1 Restrictions on Communicating with Staff

From the issue date of this RFP until the final award is announced (or the RFP is officially cancelled), Offerors are not allowed to communicate for any reason with any SBD staff except through the Issuing Officer named herein, during the Offeror's conference (if any), or as provided herein. Prohibited communication includes all methods of contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The SBD reserves the right to reject the response of any Offeror violating this provision. The restrictions in this provision shall not apply to communication by any Offeror currently doing business with the SBD, or in the State of Alabama, that requires communication with the SBD regarding the subject matter(s) of that business in the normal course of doing business, including, but not limited to, matters related to the existing Emergency Agreement for Professional Services or the services being rendered thereunder.

2.2 Submitting Questions

All questions concerning this RFP must be submitted in writing via email to the Issuing Officer identified in Section 1.4 of this RFP. Only written questions will be accepted. Only written responses of the SBD will be binding upon the SBD or the State. All questions must be submitted by the deadline identified in the Schedule of Events for submitting questions. Offerors are cautioned that the SBD may or may not elect to entertain late questions or questions submitted by any other method



than as directed by this section. All questions about this RFP must be submitted in the following format:

Company Name

Question #1 Question: Citation of relevant section of the RFP

Question #2 Question: Citation of relevant section of the RFP

Offerors should not use their responses to the RFP to submit questions to the Issuing Officer.

2.3 The SBD's Right to Request Additional Information – Offeror's Responsibility

Prior to the Contract award, the SBD must be assured that the selected Offeror has the resources necessary to successfully perform under the Contract. These resources include, but are not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going requirements of this RFP, financial resources sufficient to perform the work/services required under the Contract, and experience in similar endeavors. If, during the evaluation process, the SBD is unable to assure itself of the Offeror's ability to perform the work/services under the Contract, if awarded, the SBD has the option of requesting from the Offeror any information deemed necessary to determine the Offeror's responsibility. If such information is required, the Offeror will be so notified and will be permitted a reasonable time not to exceed seven (7) business days to submit the information requested.

2.4 Failing to Comply with Submission Instructions

Responses received after the Closing Date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. Offeror's response must be complete in all respects, as required in each section of the RFP.

2.5 Rejection of Proposals; the SBD's Right to Waive Immaterial Deviation

The SBD shall have the right to reject any or all responses, to waive any irregularity or informality in an Offeror's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the SBD or the State of Alabama. The SBD shall also have the right to reject responses that do not contain all elements and information requested in the RFP. An Offeror's response will be rejected if the response contains any defect or irregularity that constitutes a material deviation from the RFP requirements, which determination will be made by the SBD in its sole discretion.



2.6 The SBD's Right to Amend and/or Cancel the RFP

The SBD reserves the right to amend this RFP. Any revisions must be made in writing prior to the RFP closing date and time. By submitting a response, the Offeror shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any revisions/additions made in writing prior to the closing date, whether or not such revisions occurred prior to the time the Offeror submitted its response) unless expressly stated otherwise in the Offeror's response. EACH OFFEROR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ANY REVISIONS TO THE RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE OFFEROR'S RESPONSE PRIOR TO THE RFP CLOSING DATE. Offerors are encouraged to frequently check the SBD's website, <http://www.banking.alabama.gov/news.aspx>, for additional information. The SBD reserves the right to cancel this RFP at any time before a Contract is awarded pursuant hereto.

2.7 No Contingent Fees

No person shall be hired or retained or given anything of monetary value to solicit or secure the Contract, excepting bona fide employees of the Offeror. For breach or violation of this provision, the SBD shall have the right to reject the response or cancel the Contract without liability.

2.8 Costs for Preparing Responses

Each Offeror's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including any protest process) is the sole responsibility of the Offeror. The SBD will not provide reimbursement for such costs.

2.9 Certificate of Compliance

The Offeror's response must include the completed Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (E-Verify Act) found in Attachment A.

2.10 Immigration Form

The Offeror's response must include the completed Immigration Form found in Attachment B.



2.11 Anti-Boycott Certification

In compliance with Alabama Act 2016-312, the Offeror's response must certify that it is not currently engaged in, and will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which this State can enjoy open trade. The Boycott Certification form is found in Attachment C.

2.12 (Anti-) Collusion/Fraud Statement

The Offeror must submit a notarized (Anti-) Collusion/Fraud Statement, as required by § 41-16-25, Code of Alabama. The (Anti-) Collusion/Fraud Statement is found in Attachment D.

2.13 Certification of Ownership and Indemnification

The Offeror must certify that it is either the lawful owner of any proprietary licenses, patents, copyrights or proprietary trade secrets used in the development and/or implementation of the Database or that the development/implementation of the Database is a result of or will be as a result of the Offeror's original work. Offeror must be willing to agree to defend and indemnify the SBD and the State against any claim by a third person or party alleging infringement of any license, patent, copyright, or proprietary trade secret. The Offeror Certification is found in Attachment E.

2.14 Disclosures and Conflicts of Interest Statement

The Offeror must sign and complete the Disclosure Statement found in Attachment F to this RFP, as required by Act 2001-955.

3. RFP Proposal Factors

This section contains the detailed requirements for development, implementation, and support of the Hosted Deferred Presentment Services Database solution and other professional services for the RFP. Offerors are required to provide the information and/or documents requested in the "Minimum Response Documentation" sections of the RFP. The Minimum Response Documentation shall refer to the *specific* section of the RFP to which the Documentation responds. Any Documentation not properly referenced may be disregarded.

The SBD has determined that it is best to define the SBD's own needs, desired operating objectives, and desired operating environment. The SBD will not tailor these needs to fit particular solutions Offerors may have available; rather, the Offerors shall propose to meet



the SBD's needs as defined in this RFP. All solutions offered shall be subject to demonstration. Offerors are cautioned that conditional Proposals, based upon assumptions, may be deemed non-responsive.

3.1 Experience

The Offeror shall describe its experience (to include the total number of years) successfully implementing and supporting hosted database solutions and services similar in scope to those described in the RFP.

The Offeror shall have successfully implemented hosted database solutions and provided support services similar to those described in the RFP for at least two (2) clients, and the Offeror shall have been in operation for at least three (3) years, or the Offeror must otherwise demonstrate similar experience and capabilities.

Minimum Response Documentation:

The Offeror must describe the experience of Offeror's firm in developing, implementing, providing and supporting solutions and services similar to those described in the RFP. Additionally, Offeror must provide information specific to the personnel assigned to accomplish the work and services called for in the RFP, including a narrative description of the organization of the project team, and a personnel roster that identifies each person who will actually work on the Contract and provides the following information about each person listed:

- (a) title;
- (b) resumé; and
- (c) description of the type of work the person will perform.

The Offeror shall disclose whether Offeror's services have been terminated by any other client, and the reason(s) for any such termination.

The Offeror shall provide references via a representative list of clients for whom hosted database solutions and services similar to those detailed in this RFP have been provided. The list must include:

- (a) dates solutions and services were provided;
- (b) the names of the clients and, if applicable, the division(s) for which the solutions and services were provided;



- (c) Offeror's point of contact including name, address, telephone and e-mail address;
- (d) number of Offeror's employees who participated in the engagement; and
- (e) description of the engagements and the products and services that were deployed.

A "representative list of clients" equals a sufficient number of client engagements that shows the Offeror's "capability to perform" the services requested in this RFP.

3.2 Financial Requirements

The Offeror shall provide business and financial information in such a manner that a determination about the stability and financial strength of the Offeror can be readily made. This information must include but not be limited to the size and type of organization, the date of formation, ownership, number of employees, revenues for the last fiscal year, and evidence of financial health such as audited financial statements for the most recent three (3) years, a current Dun and Bradstreet Report, annual reports for the most recent three (3) years that contain at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accountant, or other financial information available to the Offeror. The SBD reserves the right to contact the accountant and/or to request additional business and financial information from the accountant or the Offeror.

The Offeror must disclose any and all judgments and pending or threatened litigation against it, and other potential financial reversals, which might materially affect the viability or stability of the Offeror, or certify that no such condition is known to exist. A confidentiality statement may be included if the information provided in response to this section includes non-public information.

Minimum Response Documentation:

The Offeror shall provide the information specified in this requirement.

3.3 Insurance

The Offeror shall provide proof of liability insurance and the coverage amount. Upon award of the Contract, if it does not already have such coverage in place, the selected Offeror shall obtain professional liability insurance in the coverage amount of at least \$1,000,000.

***Minimum Response Documentation:***

The Offeror shall provide proof of liability insurance and the coverage amount.

3.4 Scope of Work

The selected Offeror will perform the work and services described in the RFP. These requirements are expected to be met with the highest quality and in a timely fashion.

Offerors are asked to propose a fully Offeror-hosted database solution and other professional services that will satisfy the requirements of the RFP.

The Database must allow the DPSA Licensee and the SBD to search records via a web-based interface to determine the customer's eligibility for a Deferred Presentment Services Transaction. The search shall utilize unique information for each customer such as social security number or alien registration number. The customer's eligibility for a Deferred Presentment Services Transaction is predicated on the provisions of the DPSA, including whether a customer would, with the requested transaction, have aggregate outstanding deferred presentment transactions in excess of five hundred dollars (\$500). The Database must also allow Licensees to record new and rollover Deferred Presentment Services Transactions and payoff information, and to otherwise update customer information when necessary. The Database shall be compatible with general low-end web browsers, accessible with a dial-up connection speed not less than 28k. The Offeror's Proposal must describe the Offeror's ability to migrate all data to or from providers that are currently providing Deferred Presentment Services Database services to the SBD or will provide them in the future.

The Database shall record and validate at least the following information for an eligible transaction:

- (a) The customer's name, address, social security number or alien registration number, and telephone number.
- (b) The principal amount advanced for the customer's Deferred Presentment Services Transaction.
- (c) The fee charged by the Licensee for the customer's Deferred Presentment Services Transaction.



- (d) The term of the transaction, which may not exceed thirty one (31) days nor be less than ten (10) days.

The Database shall provide at least the following information to a Licensee for a transaction which is declined:

- (a) If the customer previously had transacted business with the Licensee, the Licensee shall have access to all outstanding transaction information for the customer with that Licensee.
- (b) If the customer had not previously transacted business with the Licensee, Licensee shall have access only to the customer's name and the fact that there is an open transaction.

All transaction inquiries of customers who have been declined shall be available to the SBD.

The hosted Database shall be capable of being accessed and concurrently utilized by up to 1,500 Licensees and the SBD.

The Offeror shall also offer a telephone-based method for verifying a customer's eligibility when the Database is unavailable. If the Database is not accessible at the time of the transaction, the Licensee is required to enter the full transaction information in the Database within twenty-four (24) hours after obtaining eligibility approval from the telephone-based method.

The customer will be provided a toll free number to contact the Offeror to assist in resolution of problems with outstanding transactions.

If awarded the Contract, the Offeror will be responsible for resolving questions and issues regarding declined transactions. Any complaints regarding misuse of the Database by a Licensee shall be sent to the Supervisor for possible administrative action.

The Offeror shall retain electronically all records for a period of at least six (6) years.

The work and services to be provided shall also include:

- (a) Training of Licensees and the SBD on use and requirements of the Database;



- (b) Documentation of training to include user manuals and technical manuals;
- (c) Customer service function and technical support;
- (d) Transaction fee collection process;
- (e) Development of reports for the SBD; and
- (f) Assistance to the SBD in drafting administrative rules, as necessary, applicable to the Database use and operation.

Minimum Response Documentation:

- The Offeror shall describe how it intends to satisfy each of these requirements.
- The Offeror shall describe its standard support levels.
- The Offeror shall describe its technical capability and expertise to provide the hosted database solution and other professional services described in this RFP for organizational structures with enterprise multiple users.
- The Offeror shall describe the hosted platform and location(s) of the proposed service.
- The Offeror shall describe the user friendly capabilities of the hosted platform.
- The Offeror shall describe the ability of the hosted platform to be accessed and concurrently utilized by at least 1,500 Licensees and the SBD.
- The Offeror shall describe the process it intends to use to deliver the hosted database solution and other professional services to include user access set-up and role assignments.

3.5 Contract Schedule and Deliverables

The Offeror shall provide a project plan and implementation and support schedule demonstrating how the project will be implemented and supported. The schedule shall be in a format which clearly and simply reflects the responsibilities of the Offeror and, if applicable, any and all subcontractors, and shall include any expectations the Offeror has of the SBD or others that may affect the project implementation.

***Minimum Response Documentation:***

The Offeror shall provide a detailed project plan, implementation schedule, and other information pertinent to this requirement.

3.6 Licensing and Administration

Software provided by the Offeror to the SBD shall contain a provision for perpetual licensing with all upgrade options. The Contract shall also contain a provision for maintaining a version of the software in escrow in the event the Offeror is unable to continue the business for financial or other reasons.

Offeror should address the technical and administrative requirements and dependencies for customer license usage to the Offeror's operating system, database servers, web servers, and middleware.

Minimum Response Documentation:

- The Offeror shall provide a detailed response to the SBD's software licensing requirements, to include a description of the Offeror's licensing structure.
- The Offeror shall describe the technical capabilities of the hosted database solution to include, but not limited to, how users would access the service.
- The Offeror shall describe all administrator capabilities to include the ability to assign additional administrators and users requiring limited views and functionality roles.
- The Offeror shall describe the capabilities/capacity of the hosted solution to host or store data, including how the Offeror will meet the retention requirements of the RFP.

3.7 Customer Data and Portability

In the event of Contract cancellation or termination, the Offeror shall surrender all data stored or hosted in the Database to the SBD. The SBD is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate SBD statutes and regulations. The selected Offeror shall retain ownership of all software and hardware used by it in providing the Hosted Deferred Presentment Services Database solution and other professional services as described in the RFP.

Upon termination or nonrenewal of the Contract:



- (a) The Offeror will return the data to the SBD by transport in an appropriate format so that such data can be migrated, uploaded and/or transferred to a new database service provider.
- (b) After the return of the data, the Offeror will destroy all of the data maintained on all back-up servers and storage maintained by the Offeror.
- (c) The Offeror will otherwise cooperate in transition and migration of data to a new database service provider.

Minimum Response Documentation:

The Offeror shall describe its specific expertise and approach to meet these requirements.

3.8 Data Security

The Offeror's hosted database solution and services must provide security for hosted data that is in compliance with all relevant Federal and State IT security-oriented laws, standards, policies, and auditing programs; and industry standards and best security practices.

The proposed hosted database solution and other professional services must include controls to prevent unauthorized access to Personally Identifiable Information ("PII"). PII includes, but is not limited to, an individual's first name or initial and last name in combination with any of the following information:

- (a) Social Security Number;
- (b) Driver's License Number;
- (c) Address;
- (d) System Access IDs and associated passwords; and
- (e) Account information such as account number(s), credit/debit number(s), and/or passwords and/or security codes.

The proposed solution must include a requirement to immediately notify the SBD upon learning of any unauthorized breach/access, theft, or release of SBD data containing PII. For even a single violation of the security of PII and breach reporting



requirements, the Offeror agrees that the SBD may terminate for default any Contract resulting from the RFP.

Minimum Response Documentation:

The Offeror must provide a description of the capabilities of the hosted database solution and other professional services to fulfill this requirement to include the following:

- Offeror’s security tiers, methods and practices used for prevention and protection of customer’s data and privacy against malicious internet threats, viruses, hacking and any other forms of cyber attacks that may occur within the Offeror’s physical and/or network environment.
- Communication procedures with the SBD, Licensees, customers of Licensees, and other constituents regarding actual or suspected security breach occurrences.

3.9 Data Backup and Disaster Recovery

The SBD expects the Offeror to provide data backup and disaster recovery storage on a daily basis of all backup disks, data and materials. Additionally, the Offeror must be responsible for disaster recovery services such that neither the SBD nor the Licensees are denied access to data and services in a disaster occurrence for more than is reasonably necessary depending on the circumstances.

Minimum Response Documentation:

The Offeror must provide a description of the Offeror’s disaster recovery capability, and identify an alternate site for all Offeror-hosted solutions. Proposals must include a detailed description of the technical architecture and a description of the Database security. The Database and other professional services must be secure and protect the customer’s non-public personal information.

The Offeror must provide a description of its specific expertise and approach to meet this requirement to include the following:

- Standard methodologies and procedures, and
- Communication procedures with customers for actual disaster occurrences.



3.10 Quality Assurance

Access to the Database must be provided twenty-four (24) hours a day, three hundred and sixty-five (365) days per year except during periods of routine maintenance. The schedules for routine maintenance will be provided to the SBD and the Licensees in advance, and are subject to approval by the SBD. The Offeror shall provide for alternate procedures in the event of downtime. The Database shall be available at least ninety-nine (99) percent of the time except for routine maintenance.

The SBD expects to have reasonable response times for scheduled or non-scheduled downtimes, at a minimum within the next business day. The Offeror's hosted Database must include all necessary and appropriate provider service levels for the highest quality and timely delivery of services to meet the needs of Licensees and the SBD.

The Offeror must provide other customer services described herein during regular business hours once the Database is implemented.

Minimum Response Documentation:

The Offeror must provide a description of its specific approach, experience and expertise related to this requirement, including:

- Services to be delivered;
- Performance measurements to include: latency, Recovery Time Objective (RTO) of data, Recovery Point Objective (RPO) of data, etc.);
- Performance tracking and reporting;
- Problem management and escalation procedures;
- Resolution of failures, issues and disputes including root-cause analysis and reports;
- Non-financial/financial credits and remedies;
- Security and handling of confidential information;
- Termination of services; and
- Customer Service/Call Center hours of availability.



3.11 Reporting Capabilities

The Offeror must have experience delivering comprehensive analysis and reports through a hosted database solution. Reporting must include high-level status and metrics with drill down capability.

The Database shall have the capability to allow the SBD to view on-line information and to create reports for examination and compliance purposes. All SBD users shall have the ability to view, print, and download reports.

Minimum Response Documentation:

- The Offeror shall include its specific experience and expertise related to these requirements.
- The Offeror shall describe the various reports and level of detail that will be available at both the project and organizational enterprise level.
- The Offeror shall describe capability to provide reporting at a portfolio level.
- If available, the Offeror shall include samples of analyses and reports provided to other clients previously.

3.12 Support and Customer Service Requirements

The Offeror must provide ongoing user support, solution maintenance, upgrades and user enhancements to the services provided.

The Offeror shall include provisions for support services during and after implementation of the Database, and discuss how support and testing of the Database, and training of DPSA Licensees and the SBD will be provided. The Offeror shall provide information on the planned technical support structure including, but not limited to:

- (a) Support Structure, e.g. organization, management, and technology;
- (b) Problem Reporting Procedures, including contact phone numbers;
- (c) Hours of Operation;
- (d) System used to monitor and track support center calls;
- (e) Technical support staff;



- (f) Escalation procedures for unresolved support issues with contact names and telephone numbers; and
- (g) Database performance requirements, e.g. web browser version requirements.

Offeror personnel must be knowledgeable regarding the Database and DPSA regulations promulgated thereunder and be capable of assisting the SBD with the execution and successful completion of the Database requirements.

The Offeror shall provide continuous support and sufficient maintenance of the Database after implementation to ensure continuous operation of the Database.

The Offeror shall provide a toll-free help desk and knowledgeable staff to resolve Database related problems, including but not limited to applications usage, data exchange and communications assistance, data queries, customer problems, and reporting. The help desk will function to solve problems for users of the Database as opposed to merely logging problem calls. The Offeror shall be able to provide reports on the effectiveness of the help desk. The Offeror shall propose to the SBD a set of thorough performance standards which will provide quality customer service and the best value to the SBD. The standards shall include but not be limited to:

- (a) Reasonable access to a live customer service representatives shall be provided.
- (b) Calls should be answered in the order they are received.
- (c) Written procedures shall be in place for handling complaints, inquiries, and comments regarding customer calls.
- (d) A problem resolution log shall be maintained and reported monthly or as requested to the SBD. The SBD will be notified immediately of any problems resulting in an inability to process a customer transaction.
- (e) The SBD will be notified when specific problems have been corrected.

The Offeror shall keep an electronic log of all support calls and issues, fully documenting complaints and reported problems, including actions taken, the



results and the date the issue was resolved, and Database downtime. The log shall be maintained for at least six years and shall be available to the SBD upon request.

Minimum Response Documentation:

- The Offeror shall include its specific experience and expertise related to this requirement.
- The Offeror shall describe, in detail, its plan to meet this requirement.
- The Offeror shall describe the provision of services for this requirement to include frequency, inclusive license services, and additional services not included with user license.

3.13 User Training, Training Manuals, and Training Sessions

The Offeror must have experience facilitating and delivering user training for the hosted database solution. The SBD expects the Offeror to provide web-based training for on-demand access by Licensees and SBD employees. All training materials shall be available in electronic format. The SBD has the right to use and/or modify the materials as needed.

Training shall be designed and presented to address issues and topics relating to:

- (a) The SBD's use of the Database, including but not limited to queries, report generation, and distribution. The Offeror shall provide a general overview of the proposed Database, its functions, capabilities, limitations, components, and physical layout.
- (b) Instructions to Licensees on how to enter data into the Database, how to review and understand the data as reported by the database, and what to do to troubleshoot and resolve problems.

Minimum Response Documentation:

- The Offeror shall describe the training to be provided to the SBD and to the Licensees and the documentation provided to each.
- The Offeror shall include its specific experience and expertise related to this requirement.
- The Offeror shall describe the process it has used to facilitate training and include sample materials that have been provided to clients regarding previous hosted database solutions and services provided to clients.



3.14 Project Plan

The SBD expects the Offeror to provide high level project communication and implementation plans for implementation and deployment. The SBD desires that the hosted database services solution be implemented as soon as practicable but expects that the hosted database services solution will be implemented in the third quarter of 2017.

Minimum Response Documentation:

- The Offeror shall describe in detail its plans to meet this requirement.
- The Offeror shall include samples of previous communication and implementation plans.
- The Offeror shall provide a high level project plan with milestones and deliverables based on the requirements in the RFP.
- This plan shall describe the activities, personnel, schedule, standards, methodology, and milestones for conducting the work, including:
 - Methods and criteria to be used by the selected Offeror in accomplishing the tasks;
 - Inputs and Outputs for the tasks (including Deliverables);
 - Provider work plan to include tasks, schedules and sequence of events, and resource requirements;
 - A roles and responsibilities matrix showing what types of tasks the selected Offeror will perform; and
 - The Offeror's risks and assumptions.

3.15 Management of Work and Single Point of Contact

The SBD expects a single point of contact for all matters pertaining to the provision of the services to act in a project oversight/project management capacity.

The Offeror's project oversight/project management person will report to the SBD at proposed or specified intervals via status reports and other interaction such as meetings and emails. Such reports should include documentation of completed work and planned work for the next period and issues to be addressed.



The SBD reserves the right to interview proposed staff as well as to refuse any proposed staff whose qualifications are deemed inappropriate for this project. Any change of single point of contact must be approved by the SBD.

Minimum Response Documentation:

- The Offeror shall identify the individual who will serve as project oversight/project manager, and provide a resumé of qualifications.
- The Offeror shall describe the content of reporting that is provided to the SBD.

3.16 Transaction Fee

The costs for the Database and other professional services shall be paid by the Transaction Fees generated. The Offeror will charge to the Licensee not more than one dollar (\$1.00) as a Transaction Fee. The Offeror shall be responsible for collecting Transaction Fees from Licensees. The SBD shall have no responsibility for reimbursing the Offeror, its representatives, or any other person or entity for a Licensee's failure to pay. The SBD shall not receive any portion of the Transaction Fee.

By submitting a response, the Offeror agrees that it has read, understands, and will abide by the following:

- (a) The Transaction Fee shall be the only cost, fee, or charge by Offeror to Licensees for access to the Database under the RFP.
- (b) The Transaction Fee quoted and listed in the Proposal shall be firm throughout the term of the resulting Contract, unless otherwise noted in the Offeror's response to the RFP or Contract, or unless it is reduced by the selected Offeror during the term of the Contract.

For Offerors' consideration in responding to this section of the RFP, records furnished to the SBD indicate that there were approximately 2,061,816 fee-generating transactions entered into the current Database from September 1, 2015 through August 31, 2016. The number of fee-generating transactions described in this paragraph is for informational purposes only and shall not be construed as a representation of the number of fee-generating transactions that will be entered into any selected Offeror's Database in the future.



Minimum Response Documentation:

- The Offeror shall provide a proposed Transaction Fee schedule.
- The Offeror shall provide a plan for billing and collecting Transaction Fees from Licensees.

3.17 Value-Added Features

The Offeror may identify and describe any value-added features beyond the minimum requirements set forth in the RFP.

4. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the steps described below. The objective of the evaluation process is to identify the Proposal which the SBD determines best meets the requirements of the RFP. Once the evaluation process has been completed (and any negotiations the SBD desires to conduct have occurred), the apparent successful Offeror(s) will be required to enter into discussions with the SBD to resolve any exceptions to the SBD's Contract.

4.1 Administrative/Preliminary Review

First, the proposal will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

- (a) The proposal was submitted by the Closing Date in accordance with Section 1.3.
- (b) The proposal is complete and contains all required documents.
- (c) The Offeror is a third party private sector person or entity as required by the DPSA.

4.2 Evaluating Proposal Factors (Section 3)

If the Offeror's proposal passes the Administrative/Preliminary Review, the Offeror's responses to Section 3 "RFP Proposal Factors" will be submitted to the Evaluation Team for evaluation. All assignments of points shall be at the sole discretion of the Evaluation Team.



Responses will be evaluated and scored in accordance with the point allocation in Section 4.3, “Scoring Criteria.” All proposals which meet the requirements of the RFP will be considered “responsive proposals” at this point in time.

The Offeror will receive a total score at the conclusion of the evaluation of the RFP Proposal Factors.

4.3 Scoring Criteria

The evaluation shall be based on the following criteria:

Criteria	Points
Experience	100 points
Financial Requirements	50 points
Insurance	25 points
Scope of Work	150 points
Contract Schedule and Deliverables	25 points
Licensing and Administration	25 points
Customer Data and Portability	50 points
Data Security	75 points
Data Backup and Disaster Recovery	50 points
Quality Assurance	50 points
Reporting Capabilities	75 points
Support and Customer Service Requirements	50 points
User Training, Training Manuals, and Training Sessions	75 points
Project Plan	50 points
Management of Work and Single Point of Contact	25 points
Transaction Fee	100 points
Value-Added Features	25 points
Total	1000 points

4.4 Method of Award

Awards will be made in the best interest of the SBD and State of Alabama. The responsive and responsible Offeror receiving the highest Total Score and with whom the SBD is able to reach agreement as to Contract terms will be selected for award. All other considerations being equal, preference will be given to resident Offerors of the State.

4.5 Site Visits and Oral Presentations/Demonstrations

The SBD reserves the right to conduct site visits and to invite the Offerors with the highest two (2) or three (3) Total Scores to present and demonstrate their proposal



factors to the Evaluation Team. Based on the site visits and/or presentations/demonstrations, the Evaluation Team may, at its discretion:

- (a) Add up to 100 points to the Total Score(s) of one or more of the Offerors participating in the site visits and/or presentations/demonstrations; or
- (b) Remove an Offeror's response from further consideration if an Offeror fails to adequately present/demonstrate its capability to fulfill the proposal factors.

5. **Contract Terms and Conditions**

The Contract that the SBD expects to award as a result of the RFP will be based upon the RFP, the successful Offeror's final response as accepted by the SBD, and the Contract terms and conditions. The "successful Offeror's final response as accepted by the SBD" shall mean: the final proposals submitted by the awarded Offeror and any subsequent revisions to the awarded Offeror's proposals, the Contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the SBD, except that no objection or amendment by the Offeror to the RFP requirements or the Contract terms and conditions shall be incorporated by reference into the Contract unless the SBD has explicitly accepted the Offeror's objection or amendment in writing.

5.1 **Contract Requirements**

Once awarded, the initial term of the Contract will be for one (1) year from the date of execution of the Contract. The SBD may renew the Contract for four (4) additional one-year renewals upon the mutual agreement of the parties. The SBD reserves the right to renew the Contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the SBD to be in the best interest of the SBD and the State.

5.2 **Cost of Preparation**

The Offeror shall be solely responsible for all expenses incurred in the preparation of a response to the RFP and all expenses incurred in any presentations or demonstrations associated with the RFP and/or any proposals made.



5.3 Confidentiality

The successful response will become part of the Contract file and will become a matter of public record, as will all other responses received; provided, however, that if a response includes material that is considered by the Offeror to be proprietary and confidential, the Offeror shall clearly designate the material as such, explaining why such material should be considered confidential, and the material shall be considered confidential to the extent that it complies with the requirements in the RFP and Ala. Code § 36-12-40 for confidentiality. This material should be included as Redacted Copy of Submittal/Offer pursuant to Ala. Code § 36-12-40. The Offeror must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the Offeror if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

5.4 Cancellation and Exceptions to Terms and Conditions

The SBD specifically reserves the right to modify or cancel the Contract, or any portion thereof, if, in the opinion of the SBD, the services or materials supplied by the Offeror are not satisfactory or are not consistent with the terms of the Contract.

The SBD will consider cancellation upon discovery that an Offeror is in violation of any portion of the agreement, including an inability by the Offeror to provide the support and/or service offered in their response.

If the Offeror wishes to propose an exception to any terms and conditions specified in the RFP, it must notify the SBD in its response to the RFP. Failure to note exceptions will be deemed to be acceptance of the terms and conditions. If exceptions are not noted in the RFP but raised during Contract negotiations, the SBD reserves the right to cancel the negotiation if deemed to be in the best interests of the SBD and the State of Alabama.

Notwithstanding the foregoing, either the SBD or the selected Offeror may terminate the Contract at any time and for any reason, upon 120 days written notice to the other.



5.5 Review by Legislative Oversight Committee

All contracts are subject to review and approval by the Contract Review Permanent Legislative Oversight Committee of the State of Alabama, pursuant to Ala. Code § 41-16-79.

5.6 Indemnification

The State of Alabama has no legal authority to indemnify an Offeror. This issue is not negotiable. Offerors who are not able to legally enter into a Contract under this condition should not submit a response.

5.7 Payments

The SBD shall not be responsible for any payments under the Contract; the Offeror will charge the Licensees that use the system a Transaction Fee.

5.8 Location of Work

Except for training of SBD personnel and Licensees, no on-site performance is required.

5.9 Right to Inspect Place of Business

At reasonable times, the SBD may inspect those areas of the Offeror's place of business that are related to the performance of the Contract. If the SBD makes an inspection, the Offeror must provide reasonable assistance.

5.10 Statement of Rights

The SBD reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Offerors may be asked to give a verbal presentation of their proposal after submission. Failure of an Offeror to respond to a request for additional information or clarification could result in rejection of that Offeror's proposal. To secure a hosted database solution and other professional services that are deemed to be in the best interest of the SBD, the SBD reserves the right to accept or reject any and all proposals, in whole or in part, with or without cause, and to waive technicalities in submissions.



5.11 Taxes

The Offeror agrees to pay all State of Alabama taxes that may be due as a result of any Contract resulting from this RFP.

5.12 Non-Collusion

The State of Alabama is conscious of and concerned about collusion. It should be understood by all that in submitting a response to the RFP and signing Contract documents, Offeror agrees that it has not violated Ala. Code § 41-16-25.

5.13 Assignment

The selected Offeror shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the SBD. Any purported assignment without the consent of the SBD is void.

5.14 Permits, Licenses, Taxes and State Registration

The selected Offeror shall procure all necessary permits and licenses and shall abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under the Contract is performed.

The selected Offeror shall maintain certification of authority to conduct business in the State of Alabama during the term of the Contract, including proper registration with the Alabama Secretary of State. The selected Offeror shall pay any sales, use, income, personal and any other taxes and/or fees arising out of the Contract and the transactions contemplated hereby.

5.15 Contract

Upon completion of the evaluation process, the SBD will issue a notice of award. In the event the SBD is not successful in reaching an agreement with a selected Offeror, the SBD reserves the option of negotiating and contracting with another Offeror.

5.16 Bankruptcy

In the event the selected Offeror becomes a debtor in a case pending under the Federal Bankruptcy Code, the SBD's right to terminate the Contract may be subject to the rights of a trustee in bankruptcy to assume or assign the Contract. To the extent enforceable, the trustee shall not have the right to assume or assign the



Contract unless the trustee (a) promptly cures all defaults under the Contract, (b) promptly compensates the SBD for any monetary damages, including attorney fees, incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the SBD.

5.17 Conformance with State and Federal Laws/Regulations

The Contract is subject to the laws of the State of Alabama and where applicable, Federal law, local law, and any changes thereto. Any litigation related to the Contract, including the award of the Contract, following exhaustion of any administrative remedy, shall be brought in state or federal court in Montgomery County, Alabama, and the Offeror waives any right to any other venue for such litigation.

6. List of RFP Attachments

In addition to this document, the Attachments identified below make up this RFP. The Offeror shall follow the instructions for completing the Attachments as set forth in sections 2.9 through 2.14 of the RFP. The Offeror's response shall include a completed copy of each Attachment:

- A. Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (E-Verify Act)
- B. Immigration Form
- C. Anti-Boycott Certification
- D. (Anti-) Collusion/Fraud Statement
- E. Certification of Ownership and Indemnification
- F. Disclosures and Conflicts of Interest Statement