

STATE OF ALABAMA

REQUEST FOR PROPOSAL (RFP)

FOR

DEFERRED PRESENTMENT SERVICES DATABASE

RFP NUMBER 2014-001

ISSUED BY

ALABAMA STATE BANKING DEPARTMENT



DESIGNATED CONTACT

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STATE BANKING DEPARTMENT

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**STATE OF ALABAMA
STATE BANKING DEPARTMENT**

Request for Proposal

#2014-001

REQUEST FOR PROPOSAL ISSUED BY STATE OF ALABAMA, SUPERINTENDENT OF BANKS, FOR PROFESSIONAL SERVICES TO PROVIDE A CONSUMER LOAN DATABASE AND RELATED SERVICES UNDER THE ALABAMA DEFERRED PRESENTMENT SERVICES ACT.

Section I. Administrative Overview

A. Purpose

The purpose of this Request for Proposal (RFP) is to seek proposals for professional services to provide a consumer loan database and related services under the Alabama Deferred Presentment Services Act. This request for proposal (“RFP”) is issued pursuant to § 41-16-24, Code of Alabama and Regulation 155-2-4-.09.

B. Issuing Agency

The Alabama State Banking Department is issuing this RFP. The State Banking Department is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms, and conditions of this RFP.

C. Restrictions on Communications

The State Banking Department contact listed below shall be the sole point of contact throughout the procurement process. All communications, oral and written, concerning this RFP shall be addressed to:

ANNE W. GUNTER
ASSOCIATE COUNSEL
STATE BANKING DEPARTMENT
401 ADAMS AVENUE, SUITE 680
MONTGOMERY, ALABAMA 36104
334-242-3452
FAX: 334-242-3500
ANNE.GUNTER@BANKING.ALABAMA.GOV

D. RFP Terminology

All terms used in this RFP shall have meanings consistent with the provisions of the Deferred Presentment Services Act, § 5-18A-1 et seq. and its Regulations, 155-2-4-.01 et seq. and unless otherwise specifically defined, or unless another intention clearly appears, or unless the context

requires a different meaning. The following terms shall have the following definitions for purposes of this RFP:

1. "Supervisor" means the Supervisor, Bureau of Loans.
2. "Database" means the database described by § 5-18A-13 and Regulation 155-2-4-.09.
3. "Licensee" means a lender that is licensed by the Supervisor and provides Deferred Presentment Services under the Deferred Presentment Services Act.
4. "Deferred Presentment Services Transaction" means any single extension of closed-end credit of \$500.00 or less made to an individual borrower that charges interest and/or fees for which the stated repayment period is no less than 10 days nor more than 31 calendar days after the date of contract.
5. "Transaction fee" means the amount the Vendor shall charge a licensee for access to the database. This fee may only be charged when a licensee enters into a transaction with a consumer, and may not be charged for inquiries and/or updates to loan information (e.g. loan payoff or address change) that do not result in a new loan.

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

Proposer, Offeror, Contractor, Provider, or Vendor
RFP, Solicitation, or Procurement
Bid, Proposal, or Offer
Alabama State Banking Department, State Banking Department, or Department
Licensee, Deferred Presentment Service Providers, or DPSA Licensee
Deferred Presentment Services Act, the Act, or DPSA
Customer, Consumer, and Borrower

E. Estimated Schedule of RFP Activities

The following presents the anticipated schedule for major activities associated with the RFP. The State Banking Department reserves the right at its sole discretion to change the schedule, including the associated dates and times. The proposed schedule of events is outlined below:

Release of RFP: **September 19, 2014**

Deadline for Receipt of Proposals Date: **October 31, 2014**

Notification of Award Date: **November 15, 2014**

F. Questions Regarding this RFP

Vendors are encouraged to submit questions pursuant to the requirements of this RFP. Written questions shall be submitted to RFP Point of Contact via email at

anne.gunter@banking.alabama.gov or via fax at (334) 242-3500. No questions shall be accepted after the deadline for receipt of proposal and oral questions shall not be accepted at any time.

G. Access to Solicitation, RFP, and Addenda

The State Banking Department wants each prospective Vendor to have full and complete information on which to base a proposed response. Only information presented or referred to in this RFP and any additional written information that is supplied by the State Banking Department shall be used by Vendors in preparing a response. It is the Vendors' responsibility to assure they have obtained copies of all information and forms.

H. Notification of Award of Contract

Information regarding the Contractor receiving the Award for this RFP shall be posted on the State Banking Department website. It is the Vendor's responsibility to review this information in a timely manner. No other notification of the results of an Award of Contract will be provided.

END OF SECTION I

Section II. Background

A. Background

In 2003, the Alabama Legislature passed the Alabama Deferred Presentment Services Act. Among other requirements, § 5-18A-12 of the DPSA provides that the maximum amount that may be advanced to any consumer at any time from any licensees in deferred presentment transactions is five hundred dollars (\$500.00). At the present time, licensees must rely on the consumer's representation that they do not exceed the statutory limit. The database will allow the licensee to enter the customer's identifying information including name, address and social security number or alien registration number to verify that the loan is not in violation of the DPSA.

B. Litigation.

See Cash Mart, Inc., et al., Plaintiffs, v. Alabama State Department of Banking, et al., Defendants, Case No. CV-2013-901639.00

By Final Order entered in this case dated August 6, 2014, the Circuit Court of Montgomery County, Alabama granted the Defendants' summary judgment motion and upheld the validity of Regulation 155-2-4-.09. The Plaintiffs appealed the Circuit Court's order to the Alabama Supreme Court, and requested that the Circuit Court's order be stayed pending determination of the case on appeal. This RFP and the obligations of the State Banking Department are subject to the orders and rulings of the Alabama Supreme Court.

END OF SECTION II

Section III. Scope of Work

A. Compliance with State of Alabama Consolidated IT Policy Manual

The State Consolidated IT Policy Manual reflects a set of principles for information, technology, applications, and organization. These standards provide guidelines, policies, directional statements, and sets of standards for information technology. It defines, for the State, functional and information needs so that technology choices can be made based on business objectives and service delivery. The Vendor shall stay knowledgeable and shall abide by these standards for all related work resulting from this RFP.

Web link: http://cybersecurity.alabama.gov/documents/Consolidated_IT_Policy_Manual.pdf

B. Compliance with State Security Standards

The software deployment and all Vendor services shall abide by security standards as outlined in the State Consolidated IT Policy Manual.

C. Privacy, Confidentiality and Ownership of Information

The State Banking Department is the designated owner of all data and shall approve all access to that data. The Vendor shall not have ownership of the data at any time. The Vendor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. The Vendor shall provide sufficient security to protect the State Banking Department data in network transit, storage, and cache.

D. Software Development

Source code for software developed or modified by the Vendor specifically for the State shall become property of the State.

E. License Agreements

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

F. Identity Theft Prevention and Reporting Requirements

In the delivery and/or provision of information technology, software systems, and/or services through a contract established as a result of this solicitation, the Vendor shall prevent unauthorized access to "Identity Information" of citizens, clients, constituents, and employees. "Identity Information" includes, but is not limited to, an individual's first name or initial and last name in combination with any of the following information:

Social Security Number/Alien Registration Number;
Driver's License Number;
System Access ID's and associated passwords; and
Account information – such account number(s), credit/debit number(s), and/or passwords and/or security codes.

The Vendor shall also immediately notify the State Banking Department upon learning of any unauthorized breach/access, theft, or release of State Banking Department data containing "Identity Information". For even a single violation of these Identity Theft Prevention and Reporting Requirements, the Vendor agrees that the State Banking Department may terminate for default the contract(s) and Vendor agrees to indemnify and hold harmless the State and/or the Department from any violation of Identity Theft Prevention and Reporting Requirements.

G. Product Requirements

Vendors are asked to propose a vendor-hosted solution. A description of the Vendor's disaster recovery capability including an alternate site must be included for all vendor-hosted solutions. Proposals must include a detailed description of the technical architecture and a description of the system security. The system must be secure and protect the consumer's non-public personal information.

H. Functionality

The database shall allow the DPSA licensee and the Department to search the records via a web-based interface to determine the customer's eligibility for a loan. 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 transaction is predicated on whether the customer has an aggregate of five hundred dollars (\$500.00) outstanding. The database must also allow licensees to record new transactions, loan payoff information, and update customer information when necessary. The system shall be compatible with general low-end web browsers, accessible with a dial-up connection speed not less than 28k.

The database shall record at least the following information for an eligible transaction:

1. The customer's name, address, social security number or alien registration number, and telephone number.
2. The face amount of the check,
3. The term of the transaction, which may not exceed thirty one (31) days nor less than ten (10) days.

The database shall provide the following information to a licensee for a transaction which is declined:

1. If the consumer had previously transacted business with the licensee they shall have access to all transaction information for the customer.

2. If the customer was not an existing customer of the licensee they shall only have access to the consumer name and the fact that there is an open transaction. The consumer will be provided a toll free number to contact the Vendor to assist in resolution of problems with outstanding transactions created by other licensees.
3. Transaction inquiries of customers who have been declined shall be available to the State Banking Department.

If the system is not available at the time of the transaction, the licensee is required to enter the transaction information within twenty-four (24) hours. The Vendor may also offer a telephone-based method of entering transaction information.

The Vendor will be responsible for resolving questions and issues regarding declined transactions. Any complaints regarding misuse of the database by licensee shall be sent to the Supervisor for possible administrative action.

The Vendor shall retain all records for a period of at least six (6) years. The records may be retained electronically as long as they may be reproduced within three (3) days upon the request of the Supervisor.

I. Reporting

The database shall give the ability for the State Banking Department to view on-line reports and to create reports for examination and analytical purposes. All State Banking Department users shall have the ability to view, print, and download reports.

J. Fee Structure

The database shall be maintained solely by the transaction fees generated. The Vendor will charge to the licensee not more than one dollar (\$1.00) as a transaction fee. The Vendor shall provide a proposed fee schedule and shall include a plan for collection of the transaction fees. The State Banking Department has no responsibility for reimbursing the Vendor, its representatives, or financial institution for a licensee's failure to pay. The State Banking Department shall not receive any portion of the fee.

K. Quality Assurance

The Vendor must provide for customer services which shall be available during regular business hours once the database is implemented.

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 State Banking Department and the licensee and is subject to approval by the State Banking Department. The Vendor 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.

L. Professional Services

The Vendor shall provide the following services for the complete and successful implementation of the deferred presentment services database to include, at a minimum:

1. Development and implementation of the deferred presentment services database;
2. Notification and training of licensees regarding requirements of the system;
3. Provide training to the State Banking Department on use of the system;
4. Customer service function and technical support;
5. Transaction fee collection process;
6. Development of reports for the State Banking Department;
7. Training documentation to include user manuals and technical manuals; and
8. Assist the State Banking Department in drafting administrative rules, as necessary, applicable to the database use and operation.

M. Value-Added Features

The Vendor may identify any value-added features beyond the minimum requirements set forth in the request.

N. Product Support and Customer Service Requirements

The Vendor shall include provisions for support services during and after implementation of the database, and discuss how support, testing, and training of deferred presentment services providers will be provided. The Vendor shall provide information on the planned technical support structure including, but not limited to:

1. Support Structure, e.g. organization, management, and technology.
2. Problem Reporting Procedures, including contact phone numbers.
3. Hours of Operation.
4. System used to monitor and track support center calls.
5. Technical support staff.
6. Escalation procedures for unresolved support issues with contact names and telephone numbers.
7. System performance requirements, e.g. web browser version requirements.

Vendor personnel must be knowledgeable of the database and licensees statutes and regulations and be capable of assisting the State Banking Department with the execution and successful completion of the system requirements.

The Vendor shall provide continuous System support and sufficient maintenance of the database after implementation to endure continued operation of the system.

The Vendor shall provide a toll-free help desk and knowledgeable staff to resolve System 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 as opposed to merely logging problem calls. The Vendor shall be able to provide reports on the effectiveness of the help desk. The Vendor shall propose to the State Banking Department a set of thorough performance standards which will provide quality customer service and the best value to the State Banking Department. The standards shall include but not be limited to:

1. Providing reasonable access to a live Customer Service Representative.
2. Calls should be answered in the order they are received.
3. Written procedures shall be in place for handling complaints, inquiries, and comments regarding customer calls. A problem resolution log shall be maintained and reported monthly or as requested to the State Banking Department. The State Banking Department will be notified immediately of any problems resulting in an inability to process a customer transaction. The State Banking Department will be notified when specific problems have been corrected and provide a log of system failures.

The Vendor 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 system downtime. The log shall be available to the State Banking Department upon request.

O. Training Manuals and Training Sessions

The Vendor shall describe the training to be provided to the State Banking Department and to the licensee and the documentation provided to each.

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

1. The State Banking Department use of the database, including but not limited to queries, report generation, and distribution. The Vendor shall provide a general overview of the proposed system, its functions, capabilities, limitations, component, physical layout, and possible integration with the State Banking Department existing system.
2. Licensee instructions on how to enter data into the database and what to do to troubleshoot and resolve problems.

All training materials shall be available in electronic format. The State Banking Department has the right to use and/or modify the materials as needed.

P. Prior Experience

The Vendor shall have a commercial-off-the-shelf (COTS) product which has been successfully implemented in at least two (2) other states, and the company must have been in existence for at least three (3) years.

Q. Contract Schedule and Deliverables

The Vendor shall provide a project plan and implementation schedule demonstrating how the project will be managed to completion. The schedule shall be in a format which clearly and simply reflects the responsibilities of the Vendor and, if applicable, any and all subcontractors, and shall include any expectations the Vendor has of the State Banking Department or others that may affect the project completion.

R. Location of Work

No on-site performance is required.

S. Payments

The State Banking Department shall not be responsible for any payments under the contract; the Vendor will charge the deferred presentment service providers that use the system a fee per transaction.

T. Right to Inspect Place of Business

At reasonable times, the State Banking Department may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the State Banking Department makes an inspection, the contractor must provide reasonable assistance.

U. Experience and Qualifications

Offerors must describe the experience of their firm in completing similar projects. Additionally, Offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- a) title;
- b) resume;
- c) description of the type of work the individual will perform; and
- d) number of estimated hours for each individual named above.

V. Financial Requirements

The Offeror shall provide financial information in such a manner that a determination about the stability and financial strength of the organization can easily be reasonably formulated. This must include but not limited to company size, organization, date of incorporation, ownership, number of employees, revenues for the last fiscal year, audited financial statements for the most recent three (3) years, and other information which is relevant to this RFP. A current Dun and Bradstreet Report would fulfill this requirement. An Annual Report can be used as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance

Sheet verified by a Certified Public Accounting firm. The State Banking Department reserves the right to contact the accounting firm if questions arise.

The Offeror must disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of the Offeror's organization; or certify that no such condition is known to exist. A confidentiality statement may be included if this portion includes non-public information. The State Banking Department may request reports on financial stability from independent financial rating services in order to further substantiate stability.

END OF SECTION III

Section IV. Terms and Conditions

Any Vendor who has concerns regarding any terms and conditions in this RFP shall submit written questions to the State Banking Department as provided in Section I (F) of this RFP. The contractor shall not commence any billable work until a valid contract has been executed.

A. Contract Components and Order of Precedence

The State Banking Department's acceptance of the contractor's offer in response to the solicitation shall create a valid contract between the parties consisting of the following:

1. Any written agreement between the parties;
2. Any Addenda to the solicitation;
3. The solicitation and all attachments;
4. General Conditions;
5. Any Best and Final Offer;
6. Any clarifications concerning the contractor's proposal in response to the solicitation; and
7. The contractor's proposal in response to the solicitation.

B. Final Agreement

The Contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon the contract.

C. Contract Provisions

If any provision of the contract (including terms incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the State Banking Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

D. Term of Contract and Renewal Options

The initial term of the contract shall be from the effective date of the award of contract until December 31, 2015. The contract may be renewed at the completion of the initial contract period for two (2) additional two (2) year periods upon the mutual agreement of the parties. Such mutual agreement shall take the form of an addendum to the contract. The State Banking Department reserves the right to extend the contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the State Banking Department to be in the best interest of the State.

E. Changes and Modifications to the Contract

No modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the State Banking Department, and incorporated as a written amendment to the Contract. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

F. Changes in Scope

The State Banking Department may, at any time by written order, make changes within the general scope of the Contract. No changes in scope are to be conducted except at the approval of the State Banking Department through the process described in Section IV (E).

G. Assignment

The Contractor shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the State Banking Department. Any purported assignment is void.

H. Notices

After the award of contract, all programmatic communications with regard to day-to-day performance under the contract are to be made to the State Banking Department contact identified below:

Penny Richardson
IT Systems Specialist, Senior
401 Adams Avenue, Suite 680
Montgomery, Alabama 36104
penny.richardson@banking.alabama.gov
Telephone 334-242-0973

After the award of the contract, all communications of contractual or legal nature are to be made to Associate Counsel for the State Banking Department.

I. Permits, Licenses, Taxes and State Registration

The Contractor 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 Contractor shall maintain certification of authority to conduct business in the State of Alabama during the term of the contract. Such authority is obtained from the Secretary of State, who will provide the necessary documentation required. The Contractor shall pay any sales, use, income, personal and any other taxes and/or fees arising out of the contract and the transaction contemplated hereby.

J. Bankruptcy

In the event the Contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the State Banking Department's right to terminate the contract may be subject to the rights of a trustee in bankruptcy to assume or assign the contract. 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 State Banking Department for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the State Banking Department.

K. Conformance with State and Federal Laws/Regulations

The contract is subject to the laws of the State of Alabama and where applicable, Federal law, and any changes thereto. Any litigation with respect to the contract and/or its performance in any way shall be brought in state or federal court in Montgomery County, Alabama and the Vendor waives any right to any other venue for such litigation.

END OF SECTION IV

Section V. Procurement Process and Requirements

A. No Contingent Fees

No person shall be employed 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 State Banking Department shall have the right to reject the proposal or cancel the Contract without liability.

B. Cost of Preparing Proposal

Costs for developing the proposals are solely the responsibility of the Offerors. The State Banking Department shall not provide any reimbursement for such costs.

C. Waiver of Minor Irregularities

The State Banking Department reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the State Banking Department. When such minor irregularities are waived, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

D. Clarifications of Proposal

The State Banking Department reserves the right to request clarification of proposals.

E. Rules for Withdrawal of Proposals

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the State Banking Department contact.

F. Proposal Submission Requirements

Each qualified Offeror shall submit only one (1) proposal. Alternate proposals shall not be allowed. Failure to submit as specified shall result in a non-responsive proposal.

Proposals shall include one (1) marked original and four (4) copies. **ANY PROPOSAL RECEIVED AFTER OCTOBER 31, 2014 AT 3:00 PM CST SHALL BE REJECTED.**

The State Banking Department shall accept all proposals properly submitted. However, the State Banking Department reserves the right to request necessary amendments, reject any or all proposals in whole or in part, reject any proposal in whole or in part that does not meet mandatory requirements or cancel this RFP, according to the best interest of the State Banking Department.

Proposals shall be submitted to:

Anne W. Gunter
Associate Counsel
401 Adams Avenue, Suite 680
Montgomery, Alabama 36104
anne.gunter@banking.alabama.gov
Telephone 334-242-3452

The outside cover of the package containing the proposal shall be marked:

DEFERRED PRESENTMENT DATABASE
RFP NUMBER 2014-001
Name of Offeror

G. Transmittal Letter

The transmittal letter shall be on the Vendor's letterhead, notarized and signed by an agent authorized to bind the Vendor. If the transmittal letter is not signed and notarized, the proposal may be deemed non-responsive.

H. Identity Theft Prevention and Reporting Requirements

The Offeror shall provide detailed information regarding the steps taken to prevent unauthorized access to "Identity Information" of citizens of the State of Alabama, clients, constituents and employees. "Identity information" includes, but is not limited to, an individual's first name or initial and last name in combination with any of the following information:

1. Social Security Number/Alien Registration Number;
2. Driver License Number;
3. System Access ID's and associated passwords; and
4. Account information – such account number(s), credit/debit numbers, and/or passwords and/or security codes.

I. Minimum Requirements

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State Banking Department.

Minimum Requirements include the following:

1. Alabama business license. Vendor shall provide evidence of an Alabama business license or evidence of an application to obtain the business license.
2. Professional liability insurance. Vendor shall provide evidence of professional liability insurance in the amount of \$1,000,000.00 at the time of proposal submission.

3. Experience and demonstrated ability. Vendor must meet all of the following in order to qualify for submitting a proposal in response to this RFP:
 - a. Successful implementation and continual operation of a commercial off-the-shelf product in at least two other states; and
 - b. Business operations for a minimum of three years.
4. Disclosures and Conflict of Interest Statement. Vendor must sign and complete the Disclosure Statement at the end of this RFP, as required by Act 2001-995.
5. Compliance with the State of Alabama Immigration Law. Vendor must submit a copy of the E-Verify *Memorandum of Understanding* and a notarized copy of the Certification of Compliance.
6. Collusion/Fraud Statement. Vendor must submit a notarized Collusion/Fraud Statement, as required by § 41-16-25, Code of Alabama.
7. Vendor Certification. Vendor must certify that it is either the lawful owner of any proprietary licenses, patent, 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 Vendor/Respondent's original work. Vendor/Respondent must be willing to agree to provide a defense and indemnify to the State any claim by a third person or party alleging infringement of any license, patent, copyright, or proprietary trade secret.

END OF SECTION V

Section VI. Proposal Evaluation Requirements

A. Proposal Evaluation

The State Banking Department shall conduct a comprehensive, fair, and impartial evaluation of all proposals. The State Banking Department may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The State Banking Department reserves the right to reject all proposals.

The State Banking Department has established a Proposal Evaluation Committee to review, evaluate, and verify information submitted by the Offeror. The State Banking Department reserves the right to alter the composition of the committee or to designate other staff to assist in the evaluation process.

Each Vendor is responsible for submitting all relevant, factual, and correct information with their offer to enable the evaluators to afford each Vendor the maximum score based on the available data submitted by the Vendor. The State Banking Department shall evaluate the proposals by assigning scores in the categories according to the criteria noted in the RFP.

B. Scoring Criteria

The proposal shall include any other information the Vendor believes is significant to an evaluation of its proposal. The Vendors response shall highlight:

- How well does the proposed service meet the functional requirements.
- The proposed service and/or product compatibility with the State's technology standards.
- The proposed service and/or product meet applicable industry standards and required certification.
- Value added functionality, products, services, or upgrades.
- Cost per transaction.
- IT professional services requirements.
- Technical support services and options.
- Plan for handling customer inquiries and response time to inquiries.
- Reporting requirements.
- Training services.
- The individuals assigned to the project and their experience on similar projects.
- Resumes and backgrounds.
- Education and experience of personnel designated to the project.
- The Vendor's experience in completing similar projects on time and within budget.
- Timely and successful completion of similar projects.

C. References

The Vendor shall provide three (3) references. At least one (1) of the references shall be from the public sector. All references shall be from accounts similar to the scope and complexity of

the State Banking Department's RFP. If complete and accurate information is not provided, the Vendor's reference may not be considered for evaluation and may receive a score of zero (0).

References' telephone number and email address shall be included on the reference section otherwise the reference may receive a score of zero (0). If the reference does not have an email address, please state such in the proposal.

The State Banking Department, NOT the Vendor, shall attempt to contact references for a maximum of five (5) business days; however, it is the Vendor's responsibility to ensure that a reference is aware of and anticipates being contacted by the State Banking Department. If a reference is unable to be reached, or is not available within the designated time, that reference shall receive a score of zero (0). If it is determined as the result of a reference check that a reference is not qualified in accordance with the requirements of this RFP, the reference shall receive a score of zero (0). All references shall be valid and within the United States.

D. Miscellaneous

The State of Alabama may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the Vendors' responses. Bidders shall not contact such consultant or legal counsel on any matter related to the RFP.

Direct contact with State of Alabama employees other than the State of Alabama Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Alabama employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently banned or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Alabama for any reason is ineligible to respond to the RFP.

The Proposal Evaluation Committee reserves the right to refuse to consider any proposal from a Vendor who:

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:

1. Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 2. Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e) Has violated ethical standards set out in law or regulation.

E. RFP Submissions

By submitting a bid, each Vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, and has fully informed itself as to all existing conditions and limitations.

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals.

All properly sealed and marked proposals are to be sent to the State of Alabama and received no later than **3:00PM CST on OCTOBER 31, 2014**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand.

The contents of any proposal shall not be disclosed or made available to competing entities during the negotiation process.

The State of Alabama will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at Vendor's conference, system demonstrations or negotiation process.

The State of Alabama discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Alabama's interest is in the quality and responsiveness of the proposal.

It is the expectation of the State of Alabama that Vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

F. RFP Evaluation Process

This RFP does not constitute an offer by the State of Alabama. Vendor's participation in this process may result in the State of Alabama selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Alabama to execute a contract nor to continue negotiations. The State of Alabama may terminate negotiations at any time and for any reason, or for no reason.

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State Banking Department will award the contract. The contract shall be awarded to the Vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

An evaluation committee composed of representatives of the Alabama State Banking Department will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State Banking Department reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Alabama may deem necessary to make a decision.

The Committee shall determine which Vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established under applicable state law. The Committee may negotiate with one or more Vendors during the same period and may, at its discretion, terminate negotiations with any or all Vendors. The Committee shall make a recommendation regarding the award to the Superintendent, who shall have final authority, subject to the provisions of this RFP to award a contract to the successful Vendor in the best interests of the State of Alabama.

The Proposal Evaluation Committee shall assign up to the maximum number of points for each Evaluation Item to each of the proposing Vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Committee.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State Banking Department to be essential for use by the Committee in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Committee's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Committee.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all Vendors during the contract review and negotiation.

- Negotiate any aspect of the proposal with any Vendor and negotiate with more than one Vendor at the same time.

Criteria Weight:

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Committee to evaluate proposals:

Criteria	Points
Technical Functionality	400 Points
Experience, Expertise, Capacity & Financial Strength	150 Points
Product Support & Customer Service	150 Points
References	75 Points
Cost per Transaction	50 Points
Value Added Functionality	25 Points
Total	850 Points

The State Banking Department reserves the right to require oral presentations/demonstrations to verify or expand on proposals. The top two (2) highest-ranking Vendors may be requested to provide oral presentations and demonstrations to answer questions or to clarify the understanding of the evaluation committee in accordance with the requirements of this RFP. The oral presentations shall be scheduled at the discretion of the State Banking Department. The State Banking Department reserves the right to not require oral presentations/demonstrations if they do not affect the final rankings.

Criteria	Points
Oral Presentation/Demonstration (If Required)	300 Points

END OF RFP



State of Alabama

Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
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Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

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

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

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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

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

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

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

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

**CERTIFICATION OF COMPLIANCE WITH THE
STATE OF ALABAMA IMMIGRATION LAW**

The undersigned officer of _____ (Company) certifies to the Alabama State Banking Department that the Company is in compliance with Section 9 of the State of Alabama Immigration Law (Act 2011-535) and does not knowingly employ, hire an unauthorized alien.

SIGNATURE OF COMPANY OFFICER

PRINT COMPANY NAME

PRINT NAME OF COMPANY OFFICER

PRINT TITLE OF COMPANY OFFICER

DATE

Sworn to and subscribed before me this the _____ day of _____, 2014.

Notary Public
My Commission Expires: _____

Collusion/Fraud Statement

The undersigned officer of _____ (Company) certifies that this offer is made without prior understanding, or connection with any entity or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The undersigned officer is authorized to sign for this bidder. The Company agrees to abide by all conditions of this bid request.

Printed Name of Company

Signature of Company Officer

Mailing Address of Company

Printed Name of Company Officer

City State Zip

Title of Company Officer

Telephone Number

Fax Number or Email Address

Sworn to and subscribed before me this the _____ day of _____, 2014.

Notary Public
My Commission Expires: _____