Alabama State Department of Education

Request for Proposals (RFP)
RFP# ALSDE2012-04
Amendment-01

Digital Fingerprint Services
Note: FAXED OR E-MAILED APPLICATIONS WILL NOT BE ACCEPTED

Mailing Address:
Sarah P. Justiss
Teacher Certification Coordinator
Alabama State Department of Education
5215 Gordon Persons Building
50 North Ripley Street
P.O. Box 302101
Montgomery, AL 36130-2101

Deadline:
An original signature is required on the proposal.
Clearly mark on the outside of the envelope,
RFP# ALSDE2012-04
The proposal must be received in the office of the Teacher Certification Coordinator no later than 5:00 p.m. on September 11, 2012.

Proposal Public Opening:
September 12, 2012
10:00 a.m.
CC Baker Conference Room
50 North Ripley Street
Montgomery, AL 36130
Amended Sections

Section 2.00 Scope

2.02.1 Provider

**Paragraph 2** - is modified to include the following additional information:

Estimated current annual ALSDE volume is approximately 25,000 individuals per year. The approximate numbers for the past five years are indicated below.

- 2007 – 23,150
- 2008 – 25,070
- 2009 – 19,270
- 2010 – 15,480
- 2011 – 14,530

**Paragraph 4** – the first sentence of this paragraph is modified to state as follows:

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

The first paragraph in Section 2.02.1 that is identified with a numeral - is modified to state as follows:

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

Request for Proposals (RFP)
RFP# ALSDE2012-04

Digital Fingerprint Services

Note: FAXED OR E-MAILED APPLICATIONS WILL NOT BE ACCEPTED

Mailing Address:
Sarah P. Justiss
Teacher Certification Coordinator
Alabama State Department of Education
5215 Gordon Persons Building
50 North Ripley Street
P.O. Box 302101
Montgomery, AL 36130-2101

Deadline:
An original signature is required on the proposal.
Clearly mark on the outside of the envelope,
RFP# ALSDE2012-04
The proposal must be received in the office of the
Teacher Certification Coordinator no later than 5:00 p.m. on August 30, 2012.

Proposal Public Opening:
August 31, 2012
10:00 a.m.
CC Baker Conference Room
50 North Ripley Street
Montgomery, AL 36130
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Section 1.00 Administrative Overview

1.01 Purpose

The Alabama State Department of Education (ALSDE) seeks to contract with a vendor to perform fingerprint services on its behalf for a two-year period, starting on January 1, 2013, and ending on December 31, 2015, with an option, at the discretion of the ALSDE, to extend the services up to a total of three more years. The ALSDE is not committed to entering into any contract as a result of this RFP. All responses to this RFP become the property of the ALSDE and will not be returned to the vendor once opened. Responses become public documents upon submission. The ALSDE’s decision to award a contract will depend upon the appropriateness of vendor responses to the requirements outlined herein and to economic considerations. The contract will be awarded to the prospective responsible vendor that meets the specifications herein, exhibits an established history of providing these services to governmental agencies in a satisfactory manner, establishes a service agreement with the Alabama Department of Public Safety if necessary, and proposes to provide the specified services at the lowest responsible price.

1.02 Anticipated Timetable

RFP Issued: August 3, 2012
Proposal Submission Date: August 30, 2012
Implementation Date: January 1, 2013

1.03 Submission of Request

Applications must be received no later than 5:00 p.m. on Thursday, August 30, 2012. Clearly mark the envelope RFP# ALSDE2012-04. The application with an original signature must be received by:

Sarah P. Justiss
Teacher Certification Coordinator
Alabama State Department of Education
5215 Gordon Persons Building
50 North Ripley Street
P.O. Box 302101
Montgomery, AL 36130-2101

Elements in the application should be referenced by the same sections and numbers as in the Request for Proposals (RFP), and responses should be arranged in the same sequence as in the RFP. Responses should be sufficiently detailed so as to substantiate that services offered meet or exceed all requirements. Addendums, attachments, or amendments, if any, must be signed, dated, and included with the respondent’s application submission. Failure to complete the requirements of this section may result in rejection of the proposal.
1.04 **Rejection of Response**

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

1.05 **Application Evaluation**

The ALSDE will make all decisions regarding evaluation of the RFP. The ALSDE reserves the right to judge and determine whether a request is compliant with and has satisfactorily met the requirements of the RFP. The ALSDE reserves the right to waive technical defects if, in its judgment, the interest of the ALSDE so requires. At the ALSDE's request and discretion, RFP revisions may be permitted after submission, but before selection. Any further information disclosed about the RFP during this process will be provided to all applicants.

For the purpose of verifying the contents of the applications, the ALSDE may request additional information, staff interviews, and content presentations. Discussions may be conducted with applicants that submit RFPs determined to be reasonably suitable of being selected for the purpose of clarifying and assuring full cooperation in meeting these terms as required. The ALSDE reserves the right to reject at its sole discretion the proposals it deems non-cooperative applications. No decision will be made as to the awarding of the RFP at the bid opening.

1.06 **Conditions and Terms**

Responses should reference each element in the RFP by number on the cover of the RFP and be arranged in the same sequence. On the RFP, there should be an original signature of the official authorized to bind the organization. Responses that fail to be submitted by the deadline will be rejected. All fees and costs are to be stated in United States currency. Only requests in English will be accepted. Respondents must reply to each element of the RFP.

**Section 2.00 Scope**

2.01 **Scope of Work**

The ALSDE is issuing a Request for Proposals (RFP) to solicit written responses to secure services of a third-party provider of digital fingerprinting services that can provide high-quality digital fingerprint services for individuals who are in Alabama Teacher Education Programs, applying for certification/licensure, or seeking employment in educational support positions requiring a criminal history background check.
2.02 **Scope of Work and Responsibilities**

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

2.02.1 **Provider**

The digital fingerprinting service should be an experienced vendor that can provide high-quality digital fingerprint services for individuals who are in Teacher Education Programs, applying for certification/licensure, and seeking employment in educational support positions requiring a criminal history background check. The ALSDE prefers that vendor proposals are based on commercial off-the-shelf software that does not require customization to support ALSDE requirements.

Estimated current annual ALSDE volume is approximately 25,000 individuals per year. The ALSDE does not require exclusivity. The vendor may offer these services to other agencies so long as this neither negatively impacts service nor compromises the security of the fingerprints and personal data of individuals.

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

Finger, thumb, and palm prints acceptable to the Alabama Department of Public Safety (DPS), parent agency of Alabama Bureau of Investigation (ABI), and the Federal Bureau of Investigation (FBI), are to be captured through livescan equipment that meets all ABI and FBI standards and requirements. To insure compliance with technical and security requirements, the ALSDE prefers that the vendor be certified as a channeler by the FBI. The vendor must be able to accept and process rolled prints from cards to accommodate instances in which the applicant cannot go to an authorized scan site.

Currently, the charge for a fingerprint-based criminal history background check is $41.50. The ABI part of the check is $25.00 and the FBI part of the check is $16.50. If the charges for the criminal history background check changes during the time of the contract, the fee charged for fingerprinting should also reflect the change in price. Fees required by DPS/ABI and FBI for fingerprint processing along with any transaction-
based fees are to be collected from the applicant by the vendor. Fees charged by DPS/ABI and FBI must be paid to DPS/ABI by the vendor within 30 days or earlier if possible. DPS/ABI will be responsible for paying the FBI fees to the FBI. A local school district or private school should be able to establish an account with the vendor so that it may pay fees for which it is obligated. Services may be provided by the vendor to other state agencies so long as fee processing is separate from that of the ALSDE.

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

1. Scan sites are to be established by the vendor to serve applicants within the state of Alabama. Scan sites must be situated so that approximately 95% of applicants reside within 20 miles of a scan site. At a minimum, at least one scan site must be located within each county.

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

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

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

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

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

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

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

9. Vendor must be able to provide activity tracking and transaction reports as required by the ALSDE.

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

11. Vendor must obtain the ALSDE required releases as mandated by statute.

12. Vendor and its employees must ensure that applicants present proper identification at the time of fingerprinting.
13. Vendor and its employees must comply with all federal and state laws, regulations, and standards (including the CJIS Security Policy) as well as with rules, procedures, and standards established by the Compact Council and United States Attorney General.

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

15. Vendor must comply with the data encryption mandates required by FBI CJIS.

16. Vendor must be certified by the FBI as channelers.

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

18. Vendor must provide to the ALSDE 180 days' advance notice of termination of the contract for any reason.

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

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

21. Vendor must have fingerprint sites operational and staffed appropriately by January 1, 2013.

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

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

24. Vendor must provide a method of delivery of data through a Web service.

25. Vendor must be willing to undergo audits by the ALSDE, DPS/ABI, or FBI to ensure compliance with security requirements.

26. Vendor must comply with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended, before any contract award may be made. See Section 5.02 below for more information.

2.02.2 Alabama State Department of Education

Specific responsibilities of the ALSDE are stated below:

- Approve the provider for digital fingerprint services.
- Identify contact person(s) at the ALSDE who will work closely with the vendor to ensure that operations flow smoothly without interruption to applicant services.
- Provide a means for electronic retrieval of data files to and from the ALSDE.
Section 3.00 General Requirements

3.01 Requirements of Proposal


Part I is the cover letter that shall serve as the first page of the applicant’s proposal. The contractor shall complete the cover letter and attach it to the application in response to the RFP.

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

At a minimum, the digital fingerprint service must substantiate that it has had experience providing quality digital fingerprinting services and is able to meet compliance with technical and security requirements. A minimum of three (3) references with contact information shall be provided.

Part III of the request shall provide a detailed plan describing how the services will be performed to meet the requirements of the RFP. The description shall encompass the requirements of the Section 2.00 of this RFP. The application must be prepared and organized in a clear and concise manner that is easily understandable.

Part IV shall include the fee structure and pricing for the digital fingerprinting service. Vendors must be able to securely process fee payments by credit/debit card, money order, check, cash, or direct agency billing.

3.02 Procedures for Delivery of Request for Proposals

No later than 5:00 p.m. on August 30, 2012, Request for Proposals with original signatures shall be received by:

Sarah P. Justiss
Teacher Certification Coordinator
Alabama State Department of Education
5215 Gordon Persons Building
50 North Ripley Street
P.O. Box 302101
Montgomery, AL 36130-2101
Parties submitting a proposal are responsible for ensuring that it is delivered by the deadline to the designated place. No faxed or e-mailed proposals will be accepted. The proposal must be signed by an official authorized to legally bind the vendor to the information provided. Applications received after the deadline will be considered late and will not be considered for review.

3.03 Signed Cover Letter

The cover letter must be signed by an official authorized to legally bind the applicant. It will state that the applicant is a legal entity that will meet the specifications. The cover letter must accompany the submitted application. The letter accompanying the application must have original signatures and must include contact numbers and e-mail addresses for the authorized official signing the letters.

3.04 Executive Summary

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

3.05 Vendor References

Each responder is to provide a list of at least three current client references with correct contact information. The references may be contacted regarding the vendor's performance.

3.06 Disclaimer Notice

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

3.07 Selection Process

Final selection of the digital fingerprint service will not be based on cost alone. The digital fingerprint service will be evaluated primarily on the scope of the activities linked to associated costs. RFPs will be reviewed to ascertain that minimum requirements have been met. Each responding digital fingerprint service may be invited to present its proposal to an ALSDE committee as part of the consideration process. All expenses associated with any possible presentation if asked shall be incurred by the digital fingerprint service. A respondent's inability or refusal to provide a presentation if asked may be cause for rejection of the proposal. The ALSDE reserves the right to conduct discussions with potential vendors in order to clarify information contained in their proposals, but the ALSDE has no obligation to do so.
3.08 Criteria for Evaluation of Request for Proposals

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

<table>
<thead>
<tr>
<th>3.08 Criteria for Evaluation of Proposals</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>30 Points</td>
<td>40 Points</td>
<td>30 Points</td>
</tr>
<tr>
<td>Qualifications</td>
<td>Scope of Work</td>
<td>Pricing</td>
</tr>
<tr>
<td>Qualifications and abilities of personnel proposed to be assigned to project to provide the service.</td>
<td>Details of the plan for performing the required services.</td>
<td>Narrative describing costs.</td>
</tr>
<tr>
<td>Record of past performances of similar work and compliance with required security measures.</td>
<td>Details of technical assistance.</td>
<td>Reasonableness of costs.</td>
</tr>
</tbody>
</table>

3.09 Cost(s) Certifying Statement

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

3.10 Assurance

The applicant will be responsible for adherence to all state and federal laws and regulations.

Section 4.00 Availability of Funds

It is expressly understood and agreed that the obligations of the ALSDE to proceed is conditioned upon the continued availability of funds that may be expended for these purposes.
Section 5.00 General Terms and Conditions

5.01 Governance

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

5.02 Immigration

Alabama’s laws require that as a condition for the award of a contract to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. The contractor’s E-Verify Memorandum of Understanding (MOU) and a certification statement must be submitted before this contract may be awarded. A copy of the certification form is attached to this RFP. An entity can obtain the E-Verify MOU upon completion in the E-Verify enrollment process located at the federal Web site www.uscis.gov/everify. The Alabama Department of Homeland Security (http://immigration.alabama.gov) has also established an E-Verify employer agent account for a qualifying business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

A vendor that will not comply with Alabama’s law regarding E-Verify cannot be awarded a contract. Please note that this requirement may change pursuant to guidance from the Alabama Attorney General’s office or pursuant to court order. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption.

5.03 Conflict of Interest

The applicant attests that no employee, officer, or agent of the applicant shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. A conflict would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein has a financial or other interest in the organization selected for an award. If selected as the digital fingerprint service, the officers, employees, and agents of the applicant shall neither award nor offer gratuities, favors, nor anything of monetary value from contractors or subcontractors.
5.04 Sub-Vendor Disclosure

If the execution of work to be performed by your company requires the hiring of Sub-Vendors, you must clearly state this in your bid response. Sub-Vendors must be identified and the services they will provide or work they will perform must be clearly defined. The ALSDE will not necessarily refuse a proposal based upon the use of Sub-Vendors; however, the ALSDE retains the right to refuse the Sub-Vendors selected. Vendor and associated personnel shall remain solely responsible for the performance of all work, including work that is sub-contracted. Sub-Vendors must be bonded, insured, and be in compliance to the terms and conditions of the Outsourcing Standard as established by the Compact Council pursuant to 28 CFR Part 906. If you will use Sub-Vendors then describe your rationale for utilizing Sub-Vendors; include relevant past experience partnering with stated Sub-Vendor(s).

5.05 Discrimination

No person shall be denied employment, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity on the basis of disability, gender, race, religion, national origin, color, age, genetic information, or any other category protected under the law. Ref: Sec. 1983, Civil Rights Act, 42 U.S.C.; Title VI and VII, Civil Rights Act of 1964; Rehabilitation Act of 1973, Sec. 504; Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008; Equal Pay Act of 1963; Title IX of the Education Amendment of 1972; Title II of the Genetic Information Nondiscrimination Act of 2008. Title IX Coordinator, P.O. Box 302101, Montgomery, Alabama 36130-2101 or call (334) 242-8165.

Section 6.00 Inquiries

Any questions regarding this RFP should be directed by e-mail on or before 5:00 p.m., August 29, 2012, to

Sarah P. Justiss
Teacher Certification Coordinator
Alabama State Department of Education

E-mail: sjjustiss@alsde.edu
**GLOSSARY**

**ABI**  
Alabama Bureau of Investigation

**ALSDE**  
Alabama State Department of Education

**DPS**  
Department of Public Safety

**Channeler**  
An entity authorized to submit fingerprints and data directly to the FBI

**FBI**  
Federal Bureau of Investigation

**Sub-Vendor**  
A sub-contractor who provides software or services to the Vendor

**Vendor**  
An entity submitting a proposal to perform services proposed

**Process Flow Chart**  
A general description of ALSDE's vision of how the process might work

Alabama Child Protection Act of 1999, as amended

Code of Alabama  
Title 16, Chapter 22A  
Title 16, Chapter 23-16.2

The legislation under which the ALSDE was charged with responsibility for performing criminal history background checks on applicants for positions having unsupervised access to children

Alabama Administrative Code,  
Chapters 290-3-2-.02(9)  
290-3-3-.02(5)

Alabama Administrative Code guiding administration of Criminal History Background Checks
PROCESS FLOW CHART

<table>
<thead>
<tr>
<th>Applicant</th>
<th>ALSDE</th>
<th>FP Vendor</th>
<th>ABI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Begin</td>
<td></td>
<td>Begin</td>
<td></td>
</tr>
<tr>
<td>Applicant accesses ALSDE Web site</td>
<td>Link on ALSDE site takes applicant to FP Vendor site</td>
<td>Applicant registers and enters personal data on FP Vendor site</td>
<td></td>
</tr>
<tr>
<td>Vendor maintains locations</td>
<td></td>
<td>Applicant pays fees for fingerprinting</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Applicant selects fingerprinting location on vendor Web site</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>System produces Instructions sheet for printing by Applicant</td>
<td>ABI receives Prints and Data</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Applicant goes to scan location</td>
<td>Search is performed in FBI IAFIS and ABI AFIS systems</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Scan location scans, prints, and transmits to ABI</td>
<td>Results are transmitted to ALSDE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor pays ABI for ABI and FBI fees</td>
<td>ABI reconciles Fees to Transactions</td>
</tr>
</tbody>
</table>

Suitability Letters, etc.

ALSDE issues Suitability Letters and processes rap sheets
CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-525, as amended by Act 2012-491)

DATE: ______________________

RE Contract/Grant/Incentive (describe by number or subject): ________________________________

by and between

______________________________________________ (Contractor/Grantee) and

______________________________________________ (State Agency, Department or Public Entity)

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

1. The undersigned holds the position of ___________________________ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-525 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

   BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:
   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
   b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

   EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

   __________(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

   __________(b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereinafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this ______ day of _________________ 20_____.

______________________________________________
Name of Contractor/Grantee/Recipient

By: ________________________________________

Its ________________________________________

The above Certification was signed in my presence by the person whose name appears above, on this ______ day of _________________ 20_____.

______________________________
WITNESS:

______________________________________________
Printed Name of Witness