

**DEPARTMENT OF FINANCIAL SERVICES
STATEMENT OF WORK
Fingerprinting Services**

**1920-03 RFP AA
ATTACHMENT 2**

1. Scope of Work.

The Contractor shall provide Livescan and Cardscan fingerprinting services for the Department's licensure applicants (Applicants) and prospective employees (Candidates), and send the fingerprints to the Florida Department of Law Enforcement (FDLE) for processing by both FDLE and the Federal Bureau of Investigation (FBI).

2. Definitions.

In this Statement of Work (SOW), the following terms are defined as set forth below:

- a. **Business Days:** Monday through Friday, inclusive, excluding State holidays listed in section 110.117, F.S.
- b. **Business Units:** The divisions and offices within the Department utilizing the services under this Contract (Division of Insurance Agent and Agency Services; Division of Administration; Division of State Fire Marshal; Division of Funeral, Cemetery, and Consumer Services; and Office of Insurance Regulation).
- c. **Cardscan:** A system for the electronic scanning of ink-based, paper fingerprint cards that contain both rolled and plain fingerprint images.
- d. **Livescan:** A system for the electronic capture of fingerprints.

3. Payment Provisions.

- a. **Compensation.** This is a fixed-rate contract. The compensation for this Contract is stated in Attachment 3, Price Response, which is incorporated by reference. All fingerprinting fees for Applicants will be paid by the Applicant seeking licensure. All fingerprinting fees for Candidates will be paid by the Department, and the Contractor shall invoice the Department monthly for such fees.
- b. **Expenses.** The Department will not compensate the Contractor for any of its expenses, including travel-related expenses.
- c. **Payment Process.**
 - i. **Applicant Payment Process.** The Contractor shall provide a secure website, that operates in conjunction with the online registration process, for collecting fees directly from Applicants. The Contractor shall accept, at a minimum, payments from the following payment card brands: American Express, VISA, MasterCard, and Discover. All fees must be paid prior to fingerprint processing.
 - ii. **Department Payment Process.** Monthly, a detailed invoice listing each fingerprinting performed must be submitted to the Department's Contract Manager. The invoice must include the following for each fingerprinting:
 - A. Candidate's name;
 - B. Service date;
 - C. Service fee; and
 - D. Candidate's truncated social security number.
 - iii. **Contractor Payment Process.** Both the FDLE and the FBI charge processing fees for fingerprints (see Rule 11C-6.004, Florida Administrative Code, for the FDLE's fees). The Contractor shall pay FDLE for both fingerprint processing fees, which will in-turn provide payment to the FBI. The Contractor shall establish and maintain a payment plan via credit card with FDLE for this purpose, and the credit card used must have an adequate credit limit to

handle all transactions immediately upon submission. The Contractor shall prevent non-payment or late payment to FDLE.

4. Automated Fingerprint-Based Applicant Processing System.

The Contractor shall provide an automated fingerprint-based applicant processing system (AFAPS) that:

- a. Includes a secure website for Applicant and Candidate use (described in Section 6, below).
- b. Has a unique Originating Agency Identification and URL for each Business Unit to ensure that fingerprint processing results are sent to the correct Business Unit. Each Business Unit will direct its Applicants/Candidates to register through these URLs.
- c. Allows for the receipt of fingerprinting records at designated sites and confirmation of completion of fingerprinting to be provided to Applicants and Candidates.
- d. Logs records and forwards copies of the records to FDLE via an FDLE-certified server.
- e. Maintains an unchangeable audit trail showing the time and date each fingerprint record is received.
- f. Includes a production systems environment and an adequate testing systems environment. The testing environment must be used to test all system application modifications prior to the implementation of the modifications in the production systems environment.

5. Fingerprinting Sites.

The Contractor shall provide sites, throughout the State, with Livescan fingerprinting stations. The Contractor must have at least one (1) location in the following majorly populated areas:

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| Pensacola, Florida | Jacksonville, Florida | West Palm Beach, Florida |
| Panama City, Florida | Orlando, Florida | The Florida Keys |
| Tallahassee, Florida | Tampa/St. Petersburg, Florida | Ocala, Florida |
| Miami, Florida | | |

In order to ensure access to less-populated areas, the Department’s preference is that the Contractor have at least one (1) site within a sixty-mile radius of each of the cities/areas listed above.

The Contractor shall also provide Cardscan stations at various sites. Sites must be open during all days and hours specified in Addendum C, Relevant Portions of Contractor’s Response. The Contractor may be required to provide additional sites or extend the number of days that sites are open, if deemed necessary by the Department to meet fingerprinting demands.

The Contractor shall, in writing (by either mail or e-mail), submit proposed modifications to the approved list of sites (i.e., closings, additions, modification of site hours) included in Addendum C, Relevant Portions of the Contractor’s Response, along with justification for the change, to the Department for approval. The Department shall approve or reject proposed modifications in writing (by either mail or e-mail). Such modifications will not require a formal amendment to the Contract.

All fingerprinting sites must be compliant with the Americans with Disabilities Act, and the Contractor shall provide the special accommodations described in Addendum C, Relevant Portions of Contractor’s Response, for Applicants or Candidates who have a disability.

The Contractor shall provide proper training to all Contractor Representatives, as defined in Attachment 1, Standard Terms and Conditions, to prevent processing errors, server errors, and breaks in service. If there is a break in service due to technical problems with the Livescan or Cardscan stations, the

Contractor shall notify the Department within four (4) hours of discovering the outage. The Contractor shall repair or replace the equipment within twenty-four (24) hours of discovering the outage. If an entire site is inoperable for more than forty-eight (48) hours, the Contractor shall submit a plan for a temporary site for the Department's approval.

6. Applicant Website.

The Contractor shall provide a secure website for Applicant and Candidate use that:

- a. Allows Applicants and Candidates to register for and schedule fingerprinting.
- b. Has security provisions to protect personal and financial information entered.
- c. Has fields allowing Applicants and Candidates to provide the following data during registration:
 - i. Applicant name (Last, First and Middle);
 - ii. Home address;
 - iii. Phone number;
 - iv. Email address;
 - v. Date of birth;
 - vi. Gender;
 - vii. Height;
 - viii. Weight;
 - ix. Race;
 - x. Hair color;
 - xi. Eye color;
 - xii. Place of birth;
 - xiii. Country of citizenship; and
 - xiv. Social security number.
 - xv. **Note:** The Contractor shall display verbiage provided by the Department anywhere a social security number is required or requested to be entered. This verbiage describes the legal basis for the requirement, or request, if it is mandatory, and the purpose for which the social security number will be used.
- d. Allows Applicants to pay fees (and allows Candidates to indicate that they are a candidate for employment with the Department, which then allows them to bypass the payment page).
- e. Provides directions to fingerprinting sites.

The Contractor shall maintain website availability twenty-four (24) hours a day, seven (7) days a week, excluding scheduled maintenance times, notice for which must be provided to the Department's Contract Manager at least forty-eight (48) hours in advance. The Contractor shall report all unscheduled outages to the Department's Contract Manager within four (4) hours of discovering the outage. During times of scheduled maintenance, the site must not be unavailable for longer than eight (8) hours within a twenty-four (24) hour period.

7. Call Center.

- a. The Contractor shall provide a call center with toll-free, Business Unit-specific phone numbers that is available seven (7) days a week, during the hours notated in Addendum C, Relevant Portions of the Contractor's Response, which will serve as a single touchpoint for Livescan Applicants and Candidates to schedule fingerprinting appointments, receive answers to follow-up inquiries, and, for Applicants, submit payment for fingerprinting. The call center must also serve as a resource for Cardscan Applicants and Candidates who have questions about the Cardscan fingerprinting process.
- b. The call center cannot be non-functional for more than twelve (12) consecutive hours of the hours of operation. The Contractor shall report all call center outages to the Department's Contract Manager within four (4) hours of discovering the outage.

8. FDLE Submission.

- a. The Contractor shall have an agreement with FDLE in place for the duration of the Contract term, as required by section 943.053(13), F.S. The agreement must obligate the Contractor to comply with the standards specified in section 943.053(13), F.S.
- b. All fingerprint records must be sent to FDLE for processing within two (2) Business Days of receipt by the Contractor. FDLE will check each record against the State's criminal fingerprint database and forward a copy of the record to the FBI for a search of the FBI's criminal database.
- c. All fingerprint records sent must be complete and accurate. The Contractor shall provide the Department with a monthly report of the error rate for all electronically transmitted fingerprints, which must not exceed 5% unless incomplete or inaccurate fingerprint data is solely the result of an error on the part of a Candidate or Applicant. The following are considered incomplete or inaccurate fingerprint records:
 - i. Fingerprint records that do not include the candidate's name or social security number;
 - ii. Fingerprint records not sent to FDLE; or
 - iii. Fingerprint results sent to an entity other than the Department.
- d. The Contractor must make provisions for handling fingerprints being returned by FDLE as illegible (too light or too dark for the scanners to read), as reported by the Department to the Contractor.
- e. The Contractor shall use and maintain an FDLE- and FBI-certified store-and-forward server with the software necessary to receive fingerprint records from the Livescan and Cardscan stations on the AFAPS. The records must be temporarily stored on the server while the fingerprints are being processed and forwarded to FDLE. The server must have adequate disk storage to retain fingerprint submissions for at least one (1) calendar year. The server must be capable of retaining the information until transmission to FDLE is complete so that in the event a communications circuit is not operational, the information can be resent to FDLE upon restoration of the communications circuit without the need to re-fingerprint the Applicant or Candidate.

9. Retention and Reporting Requirements.

- a. The Contractor shall retain, at a minimum, the following information: Applicant's or Candidate's name, social security number, address, and phone number. Retention practices for such data must be approved by the Department. No later than the fourth (4th) Business Day of each month, and upon request within ten (10) Business Days, the Contractor shall provide the Department with summary reports of the data described in this section in a format prescribed by the Department. The Contractor shall not release this information to other persons or entities without the prior written consent of the Department.
- b. The Contractor shall submit monthly reports detailing AFAPS usage and transactions by the tenth (10th) of each month for the preceding month's transactions. The reports must provide details of the activity of each Livescan and Cardscan station, including the total number of transactions for each station broken down by initial scan and re-scan prints.
- c. The Contractor shall provide quarterly updates (via email, web-meeting, conference call, or in-person meeting) to inform the Department about potential or actual changes or modifications within the industry that could impact the services provided under this Contract.

10. Business Unit-Specific Requirements.

- a. **Division of Insurance Agent and Agency Services Requirements.** Within two (2) Business Days of an Applicant's registration and payment, the Contractor shall mail the Applicant, using the shipping method selected by the Applicant during registration, two (2) paper fingerprint cards, pre-populated with the data submitted during the online registration process, for completion of a Cardscan fingerprinting. The Contractor must ensure that no personally identifiable information (e.g., social security numbers) is directly printed on the cards and that a method of retrieving such information from the cards (e.g., via a barcode or assigned registration number) is provided

instead. The Contractor shall provide the Applicant with the shipping options indicated on Attachment 3, Completed Price Response, at the prices indicated therein. The Contractor shall provide the Applicant with the return address to which the Applicant must send the completed fingerprint cards. The Contractor shall maintain an established process for handling fingerprint cards received from Applicants who do not have (or did not provide) a social security number, which must at minimum include a process for contacting Applicants who did not provide a social security number despite residing in the United States.

- b. Office of Insurance Regulation (OIR) Requirements.** OIR shall mail two (2) sets of blank fingerprint cards to Applicants upon request, with detailed instructions for completion, online payment and mailing information. Applicants will be instructed to select the “No Cards” mailing option when registering and paying online. OIR Applicants residing in Florida will have the option to submit hard cards for Cardscan fingerprinting, in addition to Livescan fingerprinting. Once the completed cards are received, OIR will prepare the cards and a transmittal list for pickup and processing via Cardscan by the Contractor. The Contractor shall physically pick up the cards twice weekly on a schedule established by OIR. The Contractor is responsible for maintaining the security of the cards throughout the process and shall return them to OIR upon completion of submission to FDLE. OIR may request alternate and/or additional pickup days, if necessary, with one (1) Business Days’ notice.
- c. Division of Administration Requirements.** The Division of Administration currently owns a Livescan Guardian V fingerprint reader manufactured by Cross Match Technologies, Inc., which is used to fingerprint Candidates in Tallahassee, Florida. The Contractor shall provide any technical assistance needed at no charge to the Department to assist the Division of Administration in submitting Livescan fingerprints from its reader to the Contractor for processing. Candidates outside of Tallahassee, Florida, will use a Contractor-provided site for fingerprinting services.

11. Deliverables.

- a.** The Contractor shall provide the following deliverables:

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| <p>Deliverable No. 1: Provide fingerprinting sites for Applicants/Candidates.</p> <p>Due Date: Ongoing.</p> <p>Performance Standards: In accordance with Section 5, Fingerprinting Sites.</p> <p>Financial Consequences: \$500.00 per day, per affected site if a fingerprinting site is inoperable for more than forty-eight (48) hours and a plan for a temporary site has not been submitted to the Department.</p> |
| <p>Deliverable No. 2: Provide a website for Applicant/Candidate use.</p> <p>Due Date: Ongoing.</p> <p>Performance Standards: In accordance with Section 6, Applicant Website.</p> <p>Financial Consequences: \$500.00 per calendar day that the website is down for longer than twelve (12) hours in a 24-hour period.</p> |
| <p>Deliverable No. 3: Provide a call center for Applicant/Candidate use.</p> <p>Due Date: Ongoing.</p> <p>Performance Standards: In accordance with Section 7, Call Center.</p> <p>Financial Consequences: \$500.00 per Business Day that the call center is non-functional for longer than twelve (12) consecutive business hours per the Contractor’s call center hours of operation.</p> |

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| <p>Deliverable No. 4: Submit all fingerprint records, with the necessary fees, to FDLE for processing.</p> <p>Due Date: Within two (2) Business Days of receipt by the Contractor.</p> <p>Performance Standards: In accordance with Section 8, FDLE Submission.</p> <p>Financial Consequences: \$150.00 per late submission.</p> |
| <p>Deliverable No. 5: Maintain an error rate of less than 5% for all electronically-transmitted fingerprint records.</p> <p>Due Date: Monthly.</p> <p>Performance Standards: In accordance with Section 8, FDLE Submission.</p> <p>Financial Consequences: The Contractor shall submit a corrective action plan to the Department for approval and comply with all requirements of the approved corrective action plan at no additional cost to the Department.</p> |
| <p>Deliverable No. 6: Provide monthly reports to the Department.</p> <p>Due Date: Monthly.</p> <p>Performance Standards: In accordance with Section 9, Retention and Reporting Requirements.</p> <p>Financial Consequences: \$500.00 per day that each report is late.</p> |

12. Miscellaneous Contract Terms.

a. Staffing Levels and Changes.

- i. The Contractor shall maintain an administrative organizational structure and enough support staff to perform its responsibilities under this Contract. If the Department, in its sole discretion, determines that the Contractor’s staffing levels do not conform to those specified in Addendum C, Relevant Portions of the Contractor’s Response, or are not sufficient to support performance of the Contract, the Department will advise the Contractor, in writing, that it must remedy the identified staffing deficiencies within thirty (30) calendar days.
- ii. Prior to substituting any key personnel identified in Addendum C, Relevant Portions of the Contractor’s Response, the Contractor shall provide the Department with a written justification describing the circumstances necessitating the change. The Department may agree, at its discretion, to accept substitute personnel with equal or superior qualifications. The Contractor shall not make any substitutions without the written consent of the Department.

b. PUR 1000. The following provisions found in PUR 1000, available at http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms, are not applicable to this Contract:

- Section 2. Purchase Orders;
- Section 3. Product Version,
- Section 4. Price Changes Applicable only to Term Contracts subsections (b), Best Pricing Offer and (e), Equitable Adjustment;
- Section 5. Additional Quantities;
- Section 6. Packaging;
- Section 8. Safety Standards;
- Section 11. Transportation and Delivery;

Section 12. Installation;
Section 27. Purchase Order Duration;
Section 29. Assignment;
Section 31. Dispute Resolution;
Section 32. Employees, Subcontractors, and Agents;
Section 39. Leases and Installment Purchases; and
Section 43. Cooperative Purchasing.