



Association of Food and Drug Officials (AFDO)

155 W. Market St., 3rd Floor

York PA 17401

Phone: 717- 757-2888

RFP # AFDO-20-002

**Request for Proposal**  
**For**  
**Business Case Development and Analysis**

Expected RFP Schedule Summary:

|                     |         |
|---------------------|---------|
| Issue Date          | 1/17/20 |
| Letter of Intent    | 1/27/20 |
| Questions Due       | 1/27/20 |
| RFP Response Due by | 2/7/20  |
| Project Starts      | 2/24/20 |

Please be advised that all notifications, releases, and amendments associated with this RFP will be posted at:  
<http://www.afdo.org/>

AFDO will make no attempt to contact interested parties with updated information. It is the responsibility of each bidder to periodically check the above webpage for any and all notifications, releases and amendments associated with this RFP.

Procurement Officer: Kyle Green

Phone: 785-556-0099

Email: [kgreen0455@gmail.com](mailto:kgreen0455@gmail.com)

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## RFP Overview

The Association of Food and Drug Officials (AFDO) has a long history of supporting state, local, and territorial food safety programs and has been representing these programs and helping them improve their operations and personnel since 1896. This project is being completed as part of a cooperative agreement funded by the United States Food and Drug Administration (FDA). In addition, the Association of American Feed Control Officials (AAFCO) is also participating with AFDO on this project.

AFDO is soliciting competitively sealed proposals from qualified vendors to complete a discovery phase for the development of a national regulatory platform for agriculture, public health, and consumer groups. Included is the need to gather system and program requirements from states to develop a comprehensive blueprint for the successful implementation and execution of a national regulatory platform. Key deliverables are described below.

This Request for Proposal (RFP) provides details on what is required to submit a proposal in response to this RFP, how proposals will be evaluated, and what will be required of the selected vendor in performing the Scope of Work. The initial contract period will begin on February 24<sup>th</sup> through October 2020, we anticipate most of the work should be completed by August 31, 2020. The selected vendor contract may be extended to develop an RFP for the IT solution and other services.

## RFP Objectives & Outcomes

The Association of Food and Drug Officials (AFDO) is seeking to develop a new software solution that will empower their business users and customers to address their state government agricultural, public health, and human and animal food: licensing, payments, inspection, complaints, compliance, administration, document management and enforcement mission. AFDO seeks to identify a new technical solution that will meet the business needs of their users across multiple departments and states and improves the overall functionality and user experience beyond their common legacy system.

The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal for a thorough Discovery phase toward creating an Initial Product Version (IPV) or “pilot.” Creation of the IPV/pilot will require a deep understanding of Business Users, Customers, technical architecture, and organizational structures. AFDO has already completed the preliminary business case and return-on-investment analysis, but seeks a vendor to deliver:

- 1) Comprehensive Business Case
- 2) Current state of process and future state, including a cost/benefit analysis (ROI)
- 3) Roadmap of phase development
- 4) Request for Information (RFI) for IT Solution Providers
- 5) Change Management strategy and plan
- 6) Evaluation of current governance model and recommend changes
- 7) Risk Management Plan
- 8) Financial Plan
- 9) Sustainability and Licensing Strategy
- 10) Proposed order of implementation of programs

The RFP provides vendors with the relevant detail, scope, and overall requirements necessary to provide a proposal.

AFDO intends to award one (1) contract to provide the services described below.

## Current Technical Environment

USAPlants and USAFoodSafety and related products are software suites of licensing and inspections applications for human and animal food, pesticides, weight and measures, and other similar health, agriculture, and consumer protection regulatory programs. Currently, 20 states participate in one or both systems. The applications were developed by the Pennsylvania Department of Agriculture (PDA) and licenses were provided to states on the condition that they would provide any development and enhancements back to PDA and other state participants. The systems were built from 2006 to 2010 and were not developed with flexibility and configurability for multiple agency use. Appendix D lists the various specifications for each product. Additionally, Appendix E identifies the states participating in the current IT solution.

The IT solution will need to license facilities including online renewal and payment processing, register products, perform inspections both online and offline, manage complaints, provide document management, public inspectional information for programs that are responsible for regulating human and animal foods (retail, manufactured foods, milk, produce, pet food, feed) and other aligned programs such as lodging, pesticides, and weights and measures. Further, the vendor will develop minimum IT and security requirements for the solution along with criteria for hosting the solution in a secure manner for a system that may include personally identifiable information and confidential business information. The solution will need to be easily configurable for multiple differing programs and should provide for maximum flexibility at the state administrative level including a robust reporting system with reports and queries simply developed at the end-user level, and the ability to exchange data securely with external systems.

## Scope of Work

There are several major outputs for this RFP that will need to communicate the value of the proposed IT solution to all stakeholders and justifies the investment in time and resources to build it. This comprehensive blueprint will be shared with FDA, other federal partners, state agencies, and other interested parties. The expectation is that the vendor will work with the USAFoodSafety/USAPlants Governing Council throughout this process to seek feedback, ideas and guidance on the progress of the business case. Each task will be priced separately on the cost sheet and AFDO will have the option of purchasing all or any of the tasks. Tasks may be completed together if a reason is identified and explained by the vendor on the cost sheet table. The components to be completed for this RFP are:

| TASK                                 | DESCRIPTION   | DELIVERABLES  |
|--------------------------------------|---|---|
| <b>Project Management</b>            | <p>Vendor will manage their resources, time and deliverables on this project</p> <p>AFDO will provide a functional project manager and staff to ensure business requirements are met such as providing requested information and oversight to the vendor, coordinating with Governing Council, setting up state site visits, and providing strategic direction. The Governing Council is composed of subject matter experts from both USAPlants and USAFoodSafety products, State CIO's, as well as Executive Directors from Association of Food and Drug Officials (AFDO) and American Association of Feed Control Officials (AAFCO). FDA is also a member of the council.</p>   | <ul style="list-style-type: none"> <li>• Project Kickoff</li> <li>• Project Plan</li> <li>• Periodic Project Review Meetings</li> <li>• Periodic Project Reports / Dashboard</li> </ul> |
| <b>Requirements Gathering</b>        | <p>AFDO requires the vendor to collect current and future state business and functional requirements for up to five (5) State Agriculture and Public Health Agencies that will be identified as participating in the IPV/pilot. The vendor will meet with key Business Users that will have critical input to the product from a user experience, requirements, and technical implementation perspective. The vendor will be responsible for creating the Product Backlog and supporting AFDO, Business Users and Customers through the process of prioritization and objective alignment. During requirements gathering vendor will verify business need and determine gaps within the current product and processes. Additionally, vendor will capture process improvement opportunities seen at the state site visits.</p> | <ul style="list-style-type: none"> <li>• Product Backlog</li> <li>• Priority and Alignment Workshop</li> <li>• Process Improvement Strategy/Plan</li> </ul>                             |
| <b>Request For Information (RFI)</b> | <p>AFDO requires the vendor to write Request for Information (RFI) to help identify potential IT vendors to develop and implement the product defined during this process. The RFI will ask prospective IT vendors to provide written information about their capabilities to develop the product outlined during the business requirements component. RFI must contain potential schedules and estimated costs.</p>  | <ul style="list-style-type: none"> <li>• RFI</li> </ul>   |
| <b>Product Roadmap</b>               | <p>AFDO requires the vendor to further develop a product roadmap to document as-is state, milestones, and end state. The Product Roadmap will showcase the IPV/pilot in the context of the overarching strategy, as well as communicate direction and progress to internal teams and external stakeholders</p>  | <ul style="list-style-type: none"> <li>• Product Roadmap</li> <li>• Milestones</li> </ul>   |

|                                    |  |  |
|------------------------------------|--|--|
| <p><b>Change Management</b></p>    | <p>AFDO requires the vendor to evaluate resources, skillsets, and processes to execute a successful systems deployment. The vendor will provide a Change Management plan including timeline, activities, KPI's, and additional success criteria, metrics and monitoring recommendations. The vendor will also provide a Communication strategy for rollout along with a software agnostic training strategy that can be adopted toward a IPV/pilot and full deployment. AFDO also requires the vendor to report on the degree of preparedness in the areas of people, processes, and technology of each of the participating IPV/pilot States. It also needs to understand the preparedness gaps and risk mitigation strategies to address them.</p> | <ul style="list-style-type: none"> <li>• Change Management Plan</li> <li>• Communication Strategy</li> <li>• Training Strategy</li> <li>• Established KPI's</li> <li>• Adoption Evaluation &amp; Recommendation Report</li> </ul>    |
| <p><b>Program Governance</b></p>   | <p>AFDO requires the vendor to evaluate and recommend changes to the existing program governance processes and organizational framework for how program will be managed from IPV/pilot to launch to maintenance. Framework will provide roles, responsibilities, escalation criteria, and decision-making protocol as well as stakeholder management plan which includes on-boarding programs to the solution.</p>   | <ul style="list-style-type: none"> <li>• Program Governance Plan</li> <li>• Stakeholder Management Plan</li> <li>• Sustainability/Licensing Strategy</li> </ul>  |
| <p><b>Financial Investment</b></p> | <p>AFDO requires the vendor to develop a multi-year budgetary plan to organize the estimated costs to develop and deploy both a IPV/pilot as well as a fully functional solution. Given the size and cost of the potential solution and Business Users, alternative finance strategies - as well as their relative strengths and weaknesses -, may need to be considered for the Financial Investment Plan. The plan should include the potential costs on-boarding agencies and all programs. The estimates must also include cost of ownership for the core system and individual state/agency instances.</p>  | <ul style="list-style-type: none"> <li>• Financial Investment Plan</li> <li>• Cost/Benefit Analysis (ROI)</li> </ul>   |
| <p><b>Technical Evaluation</b></p> | <p>AFDO requires the vendor to support an RFI evaluation and recommendation of a technical platform for the IPV/pilot that supports a fully functional product. The evaluation will include Needs Assessment (analysis of the prioritized backlog and future release functionality and developing a scoring matrix), Software Evaluation (identify vendor candidates, develop &amp; distribute pilot proposals, and score vendor responses), and Final Recommendation.</p>   | <ul style="list-style-type: none"> <li>• Technical Priority List</li> <li>• Scoring Matrix</li> <li>• Viable Vendor List</li> <li>• Alternate options to a fully customized system</li> <li>• Final Recommendation Report</li> </ul> |

|                    |   |  |
|--------------------|---|--|
| <b>Risk</b>        | Identify risks and mitigation strategies in each component  | <ul style="list-style-type: none"> <li>• Risk Management Plan</li> </ul>   |
| <b>Training</b>    | AFDO requires a recommended training and documentation plan for a future system. The plan should include a list of possible training opportunities and documents as well as an estimate of costs to complete training.  | <ul style="list-style-type: none"> <li>• Training &amp; Documentation Plan</li> </ul>  |
| <b>Final State</b> | AFDO requires the vendor to develop a final, cohesive IPV/pilot execution strategy to enable a successful rollout including scope, product owners, and operational cadence. The vendor will provide Request for Proposal (RFP) recommendations as well as presentation template of the findings from this discovery process for stakeholders. | <ul style="list-style-type: none"> <li>• Final State Architecture Blueprint</li> <li>• Business case</li> <li>• IPV/pilot Delivery and Release Plan</li> <li>• Recommendations for RFP</li> <li>• Stakeholder Presentation Template</li> </ul> |

General Project Management Requirements

The vendor will be required to meet virtually with the AFDO Project Manager on a weekly basis throughout the life of this project to provide status updates on progress. During weekly meeting the vendor may request assistance from the AFDO Project Manager or the Governing Council. The vendor will meet virtually with the Governing Council monthly to provide a status update and take questions from the members.

Phase I: Planning (February 2020)

Develop and share a plan to complete the business case and other components, including a timeline in collaboration with the Governing Council, which is comprised of representatives from user states, Associations and FDA. The outcome of state visits will be the defining of a business need and the analysis of root causes.

- 1) Hold in-person project kick-off meeting with AFDO within 100 miles of York, PA
- 2) Meet with Governing Council virtually to learn about the current IT systems, the concept for the proposed IT solution, and understand the type of information to collect
- 3) Confirm selected state’s visit dates for gathering pertinent business case information
- 4) Develop a communication plan and strategy with AFDO Project Manager to keep the Governing Council and user community up-to-date on progress

Phase II: Business Case Development & RFI Delivery (February-April 2020)

Implement business case gathering information plan, as requested, using the techniques and methods identified earlier. Using calls, in-person interviews, and webinars collect the most complete and accurate illustration of the current situation.

- 1) Gather business requirements and processes from the users using documents and interface analysis as well as interview and observation techniques. If other techniques are needed or prove useful in collecting information, the vendor may also employ those techniques
- 2) Conduct five (5) in-person state visits in the following states:

- a) Iowa – Iowa/Kansas Human Food Inspection System (March 2020)
  - b) Minnesota – Human and Animal Food Inspection System (March 2020)
  - c) Colorado – Colorado/Montana Plants Inspection System (April 2020)
  - d) Louisiana – Plants Inspection System (April 2020)
  - e) Kansas – Kansas/Missouri Plants Inspection System (March/April 2020)
- 3) Conducts ten (10) calls/webinars with the following stakeholders in addition to the in-person state visits such as:
- a) Alaska – Shellfish/ Seafood Programs
  - b) Wyoming – Meat/Poultry Programs
  - c) Pennsylvania – Milk/Shellfish/Produce Programs
  - d) California – IT Security Issues
  - e) FDA – Data exchange and anticipated regulatory initiatives
  - f) Consumer groups – Service to Public
  - g) Food Trade Associations, Pet Food Institute, Animal Food Institute, American Seed Association, and Pesticide Association – Service to Industry
- 4) Present a draft of the business case at the User Group/Governing Council Meeting April 30-May 1, 2019 in Pittsburgh, PA
- 5) Develop a list of potential vendors
- 6) Draft RFI for review by Governing Council that provides the following information potential costs including develop of the IT solution, ongoing overall system support, individual state/local configuration support, and system conversion and implementation costs; timeline for developing the IT solutions; potential project phases and estimates of approximate funding schedule
- 7) Work with AFDO Project Manager and Governing Council to finalize RFI for posting to AFDO’s website

Phase III: Analyze RFI Responses (March –May 2020)

Present a full analysis of the RFI responses to the Governing Council. The completed RFI analysis will be used to create an executive report for FDA. The AFDO Project Manager will be responsible for disseminating final documents to the Governing Council.

- 1) In-person delivery a full RFI Analysis as described above and present it by after the Governing Council
- 2) In–Person delivery of abbreviated RFI analysis to FDA

Phase VI: Final Business Case Presentation (June-August 2020)

Present final business case to the Governing Council. The completed business case will be used to create an executive report for FDA. The final business case will include all elements described earlier in the Scope of Work. The AFDO Project Manager will be responsible for disseminating final documents to the Governing Council.

- 1) Assist in the prioritization and structure of report being provided to FDA
- 2) Provide recommendations for future RFP development of identified solution
- 3) Identify benchmarks of success and make recommendations to the Governing Council on how best to achieve goals and objectives developed as part of the business case
- 4) In-person presentation of final recommendations to Governing Council at fall meeting

## Bid Preparation

### 1) **Bidding Instructions**

#### a) **Proposal Format**

##### i) Cover Letter

- 1) Provide an introduction to your company and proposal via cover letter.
- 2) Clearly identify:
  - (a) Proposal Name
  - (b) RFP #
  - (c) Name of Proposing Vendor

##### ii) Table of Contents

- 1) Page # for listings below

##### iii) Section I – Qualifications & Experience

- 1) Provide the name of your organization and include the date and location of incorporation, principle officers, board of directors, number of employees, size and locations of field offices, company history and organizational structure. AFDO may request fiscal reports for up to the the last three (3) years, including financial statements and other performance information related to the fiscal strength and resources of your organization.
- 2) Provide the names, function, and vita of the individuals within your organization who will be assigned to this project and perform the actual work.

##### iv) Section II – Project Management, Methodology, Implementation & Schedule

- 1) Submit detailed information regarding your approach and the methodology you will employ in performing the required work including a detailed project plan and timeline.
- 2) See Proposal Content under Bid Submission

##### v) Section III – Cost Proposal

- 1) Submit a detailed, all inclusive, cost proposal.
- 2) See Cost Sheet

b) **Questions/Addenda**

Questions requesting clarification of the bid event must be submitted in WRITING to the Procurement Officer by 5pm York, PA time on 1/27/2020 to the following address:

**Procurement Officer:** Kyle Green

**Telephone:** 785-556-0055

**E-Mail Address:** kgreen0455@gmail.com

**Address:** 155 W Market St, 3<sup>rd</sup> Floor, York, PA 17401

Failure to notify the Procurement Officer of any conflicts or ambiguities in this bid event may result in items being resolved in the best interest of AFDO. Any modification to this bid event shall be made in writing by addendum and mailed to all Bidders who received the original request. Only Written communications are binding.

Responses to all questions will be posted online periodically or no later than seven (7) days prior to submission date 2/7/20.

Answers to questions will be available in the form of an addendum on the AFDO website,

<http://www.afdo.org> and will be emailed to kgreen0455@gmail.com

c) **Intention to Submit Proposal**

**Notify AFDO in writing through an email to the Procurement Officer by 5 pm York, PA time 1/27/2020 of a firm's intention is to submit a proposal for this RFP.**

d) **Negotiated Procurement**

This is a negotiated procurement Final evaluation and award will be made by the following

- 1) AFDO Executive Director
- 2) User Group Governance Council
- 3) Project Manager
- 4) Procurement Officer

e) **Appearance Before Committee**

Any, all or no bidders may be required to appear at their company's expense before the any of the above listed groups to explain the bidder's understanding and approach to the project and/or respond to questions from these groups concerning the proposal. AFDO reserves the right to request information from bidders as needed. If information is requested, AFDO is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to AFDO, subject to a specified cut off time for submittal of revisions. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut off time will be considered part of the bidder's revised offer.

No additional revisions shall be made after the specified cut off time unless requested by AFDO.

f) **Notices**

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

AFDO  
133 W Market St., 3<sup>rd</sup> Floor  
York, PA 17401

RE: AFDO-20-002

g) **Cost of Preparing Proposal**

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract, travel, and other costs associated with this RFP.

h) **Signature of Proposals**

Each proposal shall give the complete legal name and mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the bidder's tax number.

i) **Acknowledgment of Amendments**

All bidders shall acknowledge receipt of any amendments to this bid event by returning a signed hard copy with the bid. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this bid event shall be issued only by AFDO in writing.

j) **Modification of Proposals**

A bidder may modify a proposal by letter or by email to the procurement officer at the above email address at any time prior to the closing date and time for receipt of proposals.

k) **Withdrawal of Proposals**

A proposal may be withdrawn on written request from the bidder to the Procurement Officer prior to the closing date.

l) **Competition**

The purpose of this bid event is to seek competition. The bidder shall advise AFDO if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by 5pm York, PA 1/27/2020. The Procurement Officer reserves the right to waive minor deviations in the specifications which do not hinder the intent of this bid event.

## Bid Submission

### 2) Proposal Submission

- a) **Number of Copies:** Submit a bounded original and two (2) paper copies and one digitally searchable PDF file containing all components of the bid
- b) **Sealed Proposal Instructions:** All proposals must be sealed and must be addressed to the Procurement Officer at AFDO Offices, 155 W. Market St., 3<sup>rd</sup> Floor, York, PA 17401. Proposals must be clearly marked “Cost Proposal” or “Technical Proposal” with the RFP number and closing date. Each should be in a sealed envelope or container.
  - i) Proposals not in possession of the Procurement Officer at the time of the proposal deadline will be returned to the Vendor, and will not be considered.

### 3) Proposal Content

- a) **Section I & II: Technical proposal** (*no more than 20 pages*) shall include the following:
  - i) What is your experience in handling similar Discovery projects? Provide us experience with enough explanation and case studies.
  - ii) Provide sample deliverables for such discovery projects.
  - iii) Please outline your proposed timeline and project plan for the Discovery project.
  - iv) Please include all phases of Discovery engagement and deliverables, activities and stakeholders for each phase.
  - v) Provide a list of and description of standard tools or solution accelerators that you will use for the success of the Discovery project.
  - vi) What is the integrated project team structure that you are proposing for the Discovery project? Please Include the resource plan and project schedule.
  - vii) Define the roles and responsibilities of each role being proposed for this phase.
  - viii) What resources will be required from AFDO to complete the delivery?
  - ix) Clearly list the dependencies and inputs required with time commitments from AFDO.
  - x) Please provide profiles of resources that will be working on the project and confirm the continuity and availability for rest of implementation.
  - xi) Provide an overview of your technology practice and software platforms including the number of employees supporting various solutions and services.
  - xii) Please provide a list of customers who you have delivered similar services to in the last 24 months. This list should include names, as well as the services that were provided by your firm.
  - xiii) Please provide 3 references that AFDO could contact through the RFP process.
  - xiv) Please provide resumes or CVs for key staff on this project. Include as an appendix to the technical proposal and do *not* count against the page limit.
  - xv) Please provide a draft contract along with alternative Terms & Conditions language, if certain provisions are not agreeable. Alternative language should be captured using track changes function in Word. Include as an appendix to the technical proposal without cost information and do *not* count against the page limit.

- b) **Section III: Cost Proposal** shall include the following:
  - i) Provide a cost proposal for all aspects of the scope outlined in this RFP.
    - 1) See Cost Sheet for more information

The successful vendor will be disqualified from bidding for five (5) years on a future RFP for the agriculture, public health and consumer protection IT solution derived from this procurement.

## Bid Evaluation and Selection

### 1) **Proposal Evaluation**

- a) Selection Committee: A selection committee will be appointed by the Governing Council to evaluate Proposals.
- b) Evaluation Criteria: The following evaluation factors, listed by relative order of importance, will be used in determining the best-qualified vendor:

| Round I                     |                         |
|-----------------------------|-------------------------|
| Minimum Qualifications      | Pass/Fail               |
| Round II                    |                         |
| Evaluation Factors          | Total Points for Factor |
| Technical Proposal          | 700                     |
| Cost Proposal               | 300                     |
| <b>Maximum Points Total</b> | <b>1000</b>             |

Vendor presentations will be optional and will impact technical proposal scores. In-person presentation, if required, will be within the continental United States.

### c) **Acceptance or Rejection**

AFDO reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

### d) **Proposal Disclosures**

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. A List of Bidders may be obtained in the following manner:

Requesting a List of Bidders via E-mail to [kgreen0455@gmail.com](mailto:kgreen0455@gmail.com) or in writing to the following address. Include the RFP # AFDO-20-002.

AFDO  
Attn: Bid Results  
133 W Market St., 3<sup>rd</sup> Floor  
York, PA 17401

- e) All other documents pertaining to the bid (tab sheet, individual bids, proposals, contract, etc.) are not available unless otherwise required by law. **Disclosure of Proposal Content and Proprietary Information.** All proposals become the property of AFDO. No proposals shall be disclosed until after a contract award has been issued. AFDO reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with procurement policies.

Late Technical and/or Cost proposals will be retained unopened in the file and will not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as

separate from the main proposal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". AFDO reserves the right to accept, amend or deny such requests for maintaining information as proprietary. AFDO does not guarantee protection of any information which is not submitted as required.

f) **Exceptions**

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".

g) **Notice of Award**

An award is made on execution of the written contract by all parties.

h) **News Releases**

Only AFDO is authorized to issue news releases relating to this bid event, its evaluation, award and/or performance of the resulting contract.

## Terms and Conditions

a) **Contract**

The successful bidder will be required to enter into a written contract with AFDO and its member states. The Vendor agrees to accept the provisions which are incorporated into this section of the RFP.

b) **Contract Documents**

This bid event, any amendments, the response and any response amendments of the Vendor shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- 1) written modifications to the executed contract;
- 2) written contract signed by the parties;
- 3) the Bid Event documents, including any and all amendments; and
- 4) Vendor's written offer submitted in response to the Bid Event as finalized.

c) **Contract Extension**

AFDO may extend the contract further for up to four (4) years to assist in the management of procurement and development of the IT solution.

d) **Initial Term – Work Commencement**

The Vendor shall commence work under this Contract by 2/24/2020 or earlier if states and AFDO are in agreement.

e) **Captions**

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

f) **Contract Formation**

No contract shall be considered to have been entered into by AFDO until all required signatures and certifications have been rendered and a written contract has been signed by all parties.

g) **Statutes**

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

h) **Termination for Cause**

The AFDO may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- 1) the Vendor fails to make delivery of goods or services as specified in this contract;
- 2) the Vendor provides substandard quality or workmanship lacking the degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature;

- 3) the Vendor fails to perform any of the provisions of this contract, or
- 4) the Vendor substantially falls behind on progress as defined in the SOW as to endanger performance of this contract in accordance with its terms.

AFDO shall provide Vendor with written notice of the conditions endangering performance. If the Vendor fails to remedy the conditions within fourteen (14) days from the receipt of the notice (or such longer period as AFDO may authorize in writing), AFDO shall issue the Vendor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

i) **Termination for Convenience**

AFDO may terminate performance of work under this contract in whole or in part whenever, for any reason, determined is in the best interest. In the event that AFDO elects to terminate this contract pursuant to this provision, it shall provide the Vendor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Vendor shall continue to perform any part of the work that may have not been terminated by the notice.

j) **Rights and Remedies**

If this contract is terminated, AFDO, in addition to any other rights provided for in this contract, may require the Vendor to transfer title and deliver in the manner and to the extent directed, any completed materials. AFDO shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Vendor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by AFDO subject to any offset for actual damage.

The rights and remedies provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

k) **Remedies Not Involving Termination**

AFDO, under their sole discretion, may exercise one or more of the following remedies with advance notification to the Vendor allowing the Vendor mutually established timeline to remedy the problem, in addition to other remedies available to it.:

1) **Suspend Performance**

Suspend Vendor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by AFDO without entitling Vendor to an adjustment in price/cost or performance schedule. Vendor shall promptly cease performance and incurring costs in accordance with the AFDO directive and the AFDO shall be liable for costs incurred by Vendor after the suspension of performance under this provision.

2) **Withhold Payment**

Withhold payment to Vendor until correction in Vendor's performance are satisfactorily made and completed

3) **Deny Payment**

Deny payment for those obligations not performed, that due to Vendor's actions or inactions cannot be performed or, if performed, would be of no value to AFDO; provided, that any denial of payment shall be reasonably related to the value to AFDO of the obligations not performed.

4) **Removal**

Notwithstanding any other provision herein, AFDO may demand immediate removal of any of Vendor's employees, agents or sub-Vendors whom AFDO deem incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or AFDO best interest.

5) **Intellectual Property**

If Vendor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Vendor shall, at AFDO's option (a) obtain for the State or Vendor the right to use such products and services; (b) replace any Goods, Services, or other products involved with non-infringing products or modify them so that they become non-infringing; or (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to AFDO. AFDO will own IP under this contract, such as; requirements, reports, plans, cost/benefit analysis, responses to RFI.

l) **Debarment**

Since Federal Funds will be used to pay for this support, the Vendor that receives the award must be registered in SAM (System for Award Management (SAM)), a database that contains information about all approved government Vendors, if you want to bid on government contracting jobs, your business must be registered in this database. Registration can be done by going to [www.Sams.gov](http://www.Sams.gov) and following the instructions. Once registered with SAM, you will receive what is known as a CAGE code which stands for Commercial and Government Entity Code, this code is the identifier that represents you in SAM database.

In addition, a business cannot have an exclusion record which identifies parties excluded from being awarded Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits. Exclusions are also referred to as suspensions and debarments, Vendors that are excluded can also be found in SAM.

m) **Hold Harmless**

The Vendor shall indemnify AFDO against any and all loss or damage to the extent arising out of the Vendor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

AFDO shall not be precluded from receiving the benefits of any insurance the Vendor may carry which provides for indemnification for any loss or damage to property in the Vendor's custody and control, where such loss or destruction is to AFDO property. The Vendor shall do nothing to prejudice AFDO's right to recover against third parties for any loss, destruction or damage to property.

- n) **Force Majeure**  
The Vendor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Vendor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Vendor's employees, and freight embargoes.
- o) **Assignment**  
Neither Party shall assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the other Party. Each party may reasonably withhold consent for any reason. This includes all sub- contractors or other entities eligible to receive remuneration under this agreement.  
  
This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Vendor without the prior written consent of the other Party.
- p) **Third Party Beneficiaries**  
This contract shall not be construed as providing an enforceable right to any third party.
- q) **Waiver**  
Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by AFDO shall not constitute a waiver.
- r) **Injunctions**  
Should AFDO be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of AFDO, Vendor shall not be entitled to make or assert claim for damage by reason of said delay.
- s) **Sub-Contractor**  
The Vendor shall be the sole source of contact for the contract. AFDO will not subcontract any work under the contract to any other firm and will not deal with any sub-contractors. The Vendor is totally responsible for all actions and work performed by its sub-contractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any sub-contractors.
- t) **Independent Contractor**  
Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.  
  
The Vendor accepts full responsibility for payment of unemployment insurance, workers' compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.
- u) **Worker Misclassification**  
The Vendor and all lower tiered sub-contractors under the Vendor shall properly classify workers as employees rather than independent Vendors and treat them accordingly for purposes of workers'

compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

v) **Immigration and Reform Control Act of 1986 (IRCA)**

All Vendors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Vendor as well as any sub-contractor. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the Vendor hereby certifies without exception that such Vendor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at AFDO's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all Vendors are expected to be able to produce for AFDO any documentation or other such evidence to verify Vendor's IRCA compliance with any provision, duty, certification or like item under the contract.

The Vendor supplied signed Certification Regarding Immigration Reform and Control Form signed and dated 9/2/2019 included with the technical proposal. Any recertification or updates to this form will be provided by the Vendor upon request by AFDO.

w) **Proof of Insurance**

Upon request, the Vendor shall present an affidavit of Worker's Compensation, Public Liability, Cyber, and Property Damage Insurance to AFDO.

x) **Conflict of Interest**

The Vendor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are providing services involving this contract or services similar in nature to the scope of this contract to AFDO. Furthermore, the Vendor shall not knowingly employ, during the period of this contract or any extensions to it, any employee who has participated in the making of this contract until at least two years after his/her termination of employment.

y) **Nondiscrimination and Workplace Safety**

The Vendor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

z) **Confidentiality**

The Vendor may have access to private or confidential data maintained by AFDO to the extent necessary to carry out its responsibilities under this contract. Vendor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Vendor agrees to return any or all data furnished by AFDO at the request in whatever forms it is maintained by Vendor. On the termination or expiration of this contract, Vendor

shall not use any of such data or any material derived from the data for any purpose and, where so instructed by AFDO, shall destroy or render it unreadable.

aa) **Environmental Protection**

The Vendor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Vendor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

bb) **Care of Property**

The Vendor shall be responsible for the proper care and custody of any owned personal tangible property and real property furnished for Vendor's use in connection with the performance of this contract. The Vendor shall reimburse for such property's loss or damage caused by the Vendor, except for normal wear and tear.

cc) **Prohibition of Gratuities**

Neither the Vendor nor any person, firm or corporation employed by the Vendor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any contracting agencies' employees at any time. Further no other non-disclosed entity or sub-Vendor shall be provided commission or remuneration of any kind as part of this contract.

dd) **Retention of Records**

Unless it is specified in writing a different period of time, the Vendor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Vendor agrees that authorized representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of using agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to AFDO.

ee) **Off-Shore Sourcing**

Off-shore sourcing is prohibited under this contract. An audit log of employees may be periodically requested showing the assigned project team and their physical location.

ff) **Indefinite Quantity Contract**

This is an open-ended contract between the Vendor and AFDO to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Vendor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

gg) **Prices**

Prices shall remain firm for the base term. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to AFDO.

Failure to provide available price reductions may result in termination of the contract for cause. We reserve the right at a later date to accept the pricing on the non-awarded application.

hh) **Payment**

Payment Terms are Net 60 days unless required by state law or policy. NOTE: If the 60th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the client(s) and the Vendor.

AFDO shall be billed monthly in arrears for services provided under this agreement to AFDO as outlined in the contract.

ii) **Federal, State and Local Taxes**

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. AFDO is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, AFDO shall provide to the Vendor a certificate of tax exemption.

jj) **Debarment of Vendors**

Any Vendor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, or have its work evaluated for pre-qualification purposes. Vendor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction 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 such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state Vendor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

kk) **Materials and Workmanship**

The Vendor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Vendor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Vendor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or AFDO said issue is due to imperfection in material, design, workmanship or Vendor fault.

- ll) **Industry Standards**  
If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.
- mm) **Implied Requirements**  
All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described in the Scope of Work, shall be included.
- i) **Submission of the Bid**  
Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by Vendor at no additional cost to AFDO.
- j) **Inspection**  
Vendor shall permit AFDO or the federal government and any other duly authorized agent of a government agency to audit, inspect, examine, excerpt, copy, and/or transcribe Vendor's records related to this Contract during the Record Retention Period for a period of three (3) years following a termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. AFDO reserved the right to inspect the work at all reasonable times and places during the Contract Term, including any extensions or renewals. If the work fails to conform to the requirements of this Contract, AFDO may require Vendor to promptly bring the work into conformity with Contract requirements, at Vendor's sole expense. If the work cannot be brought into conformance by re-performance or other corrective measures, AFDO may require Vendor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.
- k) **Monitoring**  
Vendor shall permit AFDO, the federal government and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Vendor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by AFDO shall be performed in a manner that shall not unduly interfere with Vendor's performance hereunder.
- l) **Final Audit Report**  
If an audit is performed on Vendor's records for any fiscal year covering a portion of the Contract Term, Vendor shall submit a copy of the final audit report to AFDO. Vendor shall ensure the provisions of this paragraph apply to any subcontract related to performance under the Contract. Vendor shall, at Vendor's sole expense, reconstruct any records not preserved or retained as required by this paragraph.
- m) **Acceptance**  
No contract provision or use of items by AFDO shall constitute acceptance or relieve the Vendor of liability in respect to any expressed or implied warranties. All deliverables will be reviewed by the AFDO

and Vendors Project Managers prior to final acceptance. If any revisions are needed, AFDO will have ten (10) business days to provide the vendor with revisions/comments. The vendor will assume acceptance of the deliverable after 15 business days.

nn) **Information/Data**

Vendor shall make, keep, maintain, and allow inspection and monitoring by AFDO of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications, pertaining in any manner to the work or the delivery of Services or Goods hereunder. Vendor shall maintain such records until the last to occur of: (a) a period of three (3) years after the date this Contract expires or is sooner terminated, or (b) final payment is made hereunder, or (c) the resolution of any pending Contract matters, or (d) if an audit is occurring, or Vendor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

oo) **Certification of Materials Submitted**

The Bid document, together with the specifications set forth herein and all data submitted by the Vendor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Vendor and AFDO. Any written representation covering such matters as reliability of the item(s), the experience of users, or warranties of performance shall be incorporated by reference into the contract.

pp) **Outgoing Transition Assistance**

In the event of contract termination or expiration, Vendor shall provide all reasonable and necessary assistance to AFDO to allow for a functional transition to another Vendor. Transition Out is included in the SOW and will be accomplished with the existing team and period of performance on the project. All work products completed as part of this contract such as: reports, plan, presentations, notes, shall be transferred electronically to AFDO.

qq) **Integration**

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

rr) **Modification**

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

ss) **Severability**

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

tt) **Information Security Requirements**

The Vendor agrees to follow industry best practices, policies and protocols in regards to security. The Vendor will comply with all laws and regulations applicable to the use and provision of the services and products. Vendor's security controls must meet all Federal and State laws. Prompt notification will be

made to AFDO when any security breach occurs. The Vendor shall respond to any customer security analysis with a remediation plan within 15 calendar days of receipt of such analysis.

The Vendor shall use appropriate safeguards to protect the Data from misuse and unauthorized access or disclosure, including; Maintaining adequate physical controls and password protections for any server or system on which the Data is stored, ensuring that Data is not stored on any mobile device (for example, a laptop or smartphone) or transmitted electronically unless encrypted, *and taking any other measures reasonably necessary to prevent any use or disclosure of the Data other than as allowed under this agreement.*

Vendor is to comply with federal, state, and local government standards as applicable for FISMA, HIPAA, FTI IRS 1075, SSA, NDMH, PCI, COBIT for the sharing of data. Additional requirements will be needed for Federal Tax Information, Social Security Information, IRS data, HIPAA data, Criminal Justice Information and other unique specifications as designated.

n) **Restricted Use Information**

“Restricted Use Information” means information provided to Service Provider by or at the direction of Customer, or to which access was provided to Service Provider by or at the direction of Customer, in the course of Service Provider’s performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). The Vendor shall comply with Standard of Care in the use of this restricted use information as follows:

- a) Service Provider acknowledges and agrees that, in the course of its engagement by Customer; Service Provider may receive or have access to Restricted Use Information. Service Provider shall comply with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of such Restricted Use Information and are responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Restricted Use Information under its control or in its possession by all Authorized Persons. Service Provider shall be responsible for, and remain liable to, Customer for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Restricted Use Information as if they were Service Provider’s own actions and omissions.
- b) Restricted Use Information is deemed to be Confidential Information of Customer and is not Confidential Information of Service Provider. In the event of a conflict or inconsistency between this Provision and other provisions of this Agreement, the terms and conditions set forth in this Provision shall govern and control.
- c) In recognition of the foregoing, Service Provider agrees and covenants that it shall:
  - 1) keep and maintain all Restricted Use Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
  - 2) use and disclose Restricted Use Information solely and exclusively for the purposes for which the Restricted Use Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Restricted Use Information for Service Provider’s own purposes

or for the benefit of anyone other than Customer, in each case, without Customer's prior written consent; and

- 3) not, directly or indirectly, disclose Restricted Use Information to any person other than its Authorized Employees/Authorized Persons, including any sub-contractors, agents, outsourcers or auditors (an "Unauthorized Third Party"), without express written consent from Customer unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Service Provider shall (1) notify Customer before such disclosure or as soon thereafter as reasonably possible; (2) be responsible for and remain liable to Customer for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Restricted Use Information as if they were Service Provider's own actions and omissions; and (3) require the Unauthorized Third Party that has access to Restricted Use Information to execute a written agreement agreeing to comply with the terms and conditions of this Agreement relating to the treatment of Restricted Use Information.

uu) **Award**

Award will be by line item or group total, whichever is in the best interest of AFDO.

vv) **Choice of Law and Choice of Forum**

Pennsylvania law shall apply and any actions arising shall take place in the District Court of York County, Pennsylvania.

## Cost Sheet

- 1) Provide a cost proposal for all aspects of the scope outlined in this RFP.
  - a) Please identify (in table) any sections cannot be priced separately and provide reasoning as to why the component needs to be competed in conjunction with another component
  - b) Vendor may refer to the Task number only in responding to the pricing for each component
- 2) Provide a T&M rate card for various resources required for this kind of engagement for any scope change or additional future work.
- 3) Please note that T&M rate card may play an important role in the implementation phase partner decision. (option to extend agreement for up to five years)
- 4) Please note that all estimates should be made based upon resources committing to a professional working day (i.e. 8 hours per day)
- 5) The proposal should include travel costs for:
  - a) In- person project kick-off session within 100 miles of York, PA
  - b) Six (6) in-person requirements gathering sessions (identified above)
  - c) One (1) user group/Governing Council Meeting in April 2020 in Pittsburgh, PA
  - d) Present the business case and final analysis of the RFI to the Governing Council in August or September 2020 during annual Governing Council Face-to-Face Meeting in the continental United States
- 6) AFDO reserves the right to purchase all or a portion of the tasks. On the cost proposal table identify and provide reasoning for any task(s) that must be completed in conjunction with another task(s)

| TASKS  | Total Price | Other Items Needing to be Completed Together |
|--|-------------|--|
| <b>1. Project Management</b> <ul style="list-style-type: none"> <li>• Project Kickoff</li> <li>• Project Plan</li> <li>• Periodic Project Review Meetings</li> <li>• Periodic Project Reports / Dashboard</li> </ul> |             |  |
| <b>2. Requirements Gathering</b> <ul style="list-style-type: none"> <li>• Product Backlog</li> <li>• Priority and Alignment Workshop</li> <li>• Process Improvement Strategy/Plan</li> </ul>                         |             |  |

|  |  |  |
|--|--|--|
| <p><b>3. Request for Information (RFI)</b></p> <ul style="list-style-type: none"> <li>• RFI</li> </ul>   |  |  |
| <p><b>4. Product Roadmap</b></p> <ul style="list-style-type: none"> <li>• Product Roadmap</li> <li>• Milestones</li> </ul>   |  |  |
| <p><b>5. Change Management</b></p> <ul style="list-style-type: none"> <li>• Change Management Plan</li> <li>• Communication Strategy</li> <li>• Training Strategy</li> <li>• Established KPI's</li> <li>• Adoption Evaluation &amp; Recommendation Report</li> </ul>       |  |  |
| <p><b>6. Program Governance</b></p> <ul style="list-style-type: none"> <li>• Program Governance Plan</li> <li>• Stakeholder Management Plan</li> <li>• Sustainability/Licensing Strategy</li> </ul>  |  |  |
| <p><b>7. Financial Investment</b></p> <ul style="list-style-type: none"> <li>• Financial Investment Plan</li> <li>• Cost/Benefit Analysis (ROI)</li> </ul>   |  |  |
| <p><b>8. Technical Evaluation</b></p> <ul style="list-style-type: none"> <li>• Technical Priority List</li> <li>• Scoring Matrix</li> <li>• Viable Vendor List</li> <li>• Alternate options to a fully customized system</li> <li>• Final Recommendation Report</li> </ul> |  |  |

|   |  |  |
|---|--|--|
| <b>9. Risk</b> <ul style="list-style-type: none"><li>• Risk Management Plan</li></ul>   |  |  |
| <b>10. Training</b> <ul style="list-style-type: none"><li>• Training &amp; Documentation Plan</li></ul>   |  |  |
| <b>11. Final State</b> <ul style="list-style-type: none"><li>• Final State Architecture Blueprint</li><li>• Business case</li><li>• IPV/pilot Delivery and Release Plan</li><li>• Recommendations for RFP</li><li>• Stakeholder Presentation Template</li></ul> |  |  |

## Appendices:

### Appendix A: Signature Sheet

**Item:** Business Case Development and Analysis

**Agency:** Association of Food and Drug Officials

**Closing Date:** February 7, 2020

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation: -

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Zip: \_\_\_\_\_

Toll Free Telephone: \_\_\_\_\_

Local: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Tax Number: \_\_\_\_\_

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. DO NOT enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Office of Procurement and Contracts at a later date.

E-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*In the event the **contact for the bidding process** is different from above, indicate contact information below.*

**Bidding Process**

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Zip: \_\_\_\_\_

Toll Free Telephone: \_\_\_\_\_

Local: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

*If awarded a contract and the **contact for the award** is other than above, indicate mailing address and telephone number below.*

**Award**

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Zip: \_\_\_\_\_

Toll Free Telephone: \_\_\_\_\_

Local: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Appendix B: Checklist

**VENDOR RESPONSE CHECKLIST  
REQUEST FOR PROPOSAL (RFP)**

The following checklist is provided to assist bidders in ensuring all requirements are met and all required submissions are included with the bid. Bidders are instructed to utilize this list for their own convenience to ensure compliance.

\_\_\_\_\_ Invitation to participate received from Procurement Officer prior to bid submission,

\_\_\_\_\_ Submit RFP questions to AFDO by 1/27/2020.

\_\_\_\_\_ Submit Notification of intent to submit proposal to AFDO by 1/27/20.

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**Technical Proposal** (Original and copies requested in hardcopy and electronic format)

\_\_\_\_\_ Signature Sheet

\_\_\_\_\_ Immigration Reform and Control Certification

\_\_\_\_\_ Transmittal Letter

\_\_\_\_\_ Bidder Information

\_\_\_\_\_ Bidder Qualifications and Experience

\_\_\_\_\_ Timeline

\_\_\_\_\_ References

\_\_\_\_\_ Bidder Contracts/SubVendor information, if applicable

\_\_\_\_\_ Appendix including staff resumes for project

\_\_\_\_\_ Appendix including draft contract with Terms & Conditions

\_\_\_\_\_ Exceptions to RFP or proposed contract, if applicable

**Cost Proposal** (Original and copies requested in hardcopy and electronic format)

\_\_\_\_\_ Cost Sheet

**Emailed bids are not accepted. Bids must be received in our office prior to 5pm York, PA time on the closing date to be considered. Bids must be marked as follows:**

AFDO

Proposal # AFDO-20-002

Closing Date: 2/7/2020

155 W. Market St., 3<sup>rd</sup> Floor

York PA 17401

In order to be considered, your bid must be received prior to 5 pm local York PA time on the closing date.

***NOTE: In order to properly and completely respond to this Request for Proposal, bidders must carefully review all sections and respond as required.***

## Appendix C: Immigration Reform & Control

### **CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL**

All Vendors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Vendor as well as any subVendor or sub-subVendor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Vendor hereby certifies without exception that Vendor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at AFDO's option, may subject the contract to termination and any applicable damages.

Vendor certifies that, should it be awarded a contract by AFDO, Vendor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Vendor pursuant to this contract. Vendor further certifies that it will remain in compliance throughout the term of the contract.

At AFDO's request, Vendor is expected to produce any documentation or other such evidence to verify Vendor's compliance with any provision, duty, certification, or the like under the contract.

Vendor agrees to include this Certification in contracts between itself and any subVendors in connection with the services performed under this contract.

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Signature, Title of Vendor

---

Date

Appendix D: Current IT Solutions Specification Table

|                               |  |
|-------------------------------|--|
| <p><b>Programs - Food</b></p> | <ul style="list-style-type: none"> <li>• Retail</li> <li>• Manufacturing</li> <li>• Milk/Dairy</li> <li>• Shellfish</li> <li>• Seafood</li> <li>• Lodging</li> <li>• Vending Gaming</li> <li>• Pools</li> <li>• Body Art / Tanning</li> <li>• Home Bakeries</li> <li>• Produce</li> <li>• Meat – Custom</li> <li>• Meat - State</li> <li>• Dietary Supplements</li> <li>• Wild game</li> <li>• Childcare</li> <li>• Bulk Water</li> <li>• Aquatic Features</li> <li>• Institutions</li> <li>• Beverages</li> <li>• Electrology</li> <li>• Campgrounds/ Mobile Homes</li> <li>• Animal Feed</li> <li>• Eggs</li> <li>• Summer Lunches</li> <li>• Temporary</li> <li>• Risk Assessments</li> </ul> |
| <p><b>Primary Modules</b></p> | <ul style="list-style-type: none"> <li>• Licensing             <ul style="list-style-type: none"> <li>○ Online Renewals</li> <li>○ Online New Applications</li> <li>○ Payments</li> </ul> </li> <li>• Inspections             <ul style="list-style-type: none"> <li>○ Plan Review</li> <li>○ Connected</li> <li>○ Disconnected</li> </ul> </li> <li>• Complaints             <ul style="list-style-type: none"> <li>○ Tracking</li> </ul> </li> <li>• Enforcements             <ul style="list-style-type: none"> <li>○ Tracking</li> <li>○ Issuing actions</li> </ul> </li> </ul>  |

|                                  |  |
|----------------------------------|--|
| <p><b>Additional Modules</b></p> | <ul style="list-style-type: none"> <li>• Certificates of Free Sale</li> <li>• Management Dashboard</li> <li>• Ad Hoc Reporting (sequel server access)</li> <li>• Custom/Canned Reports within the application</li> <li>• National Food Safety Data Exchange (NFSDX)</li> <li>• Training</li> <li>• Emergency Events</li> <li>• Sampling</li> <li>• Mobile application <ul style="list-style-type: none"> <li>○ Inspection focused (internal)</li> <li>○ Public facing</li> </ul> </li> <li>• Public search for inspections and licensing</li> <li>• API's with FDA, laboratories, and credit processors</li> </ul> |
|----------------------------------|--|

|                                 |  |
|---------------------------------|--|
| <p><b>Programs – Plants</b></p> | <ul style="list-style-type: none"> <li>• Feed</li> <li>• Seed</li> <li>• Fertilizer</li> <li>• Pesticides</li> <li>• Restricted Use Pesticide Dealers</li> <li>• Pesticide Sensitive Registry</li> <li>• Nursery</li> <li>• Grass</li> <li>• Lime</li> <li>• Retail</li> <li>• Weights and Measures</li> <li>• Commodity handler</li> <li>• Home Food Service Plan</li> <li>• Apiary</li> <li>• Ginseng Collectors and Dealers</li> <li>• Horticulture</li> <li>• Soil Amendments</li> <li>• Produce</li> <li>• Egg Dealers</li> <li>• Custom Meat Processing</li> <li>• Accounting</li> <li>• Aquaculture</li> <li>• Pet Animal Care Facilities</li> <li>• Anhydrous Ammonia</li> <li>• Devise Service Provider</li> <li>• Certified weigher</li> <li>• Farm Products Dealer</li> </ul> |
| <p><b>Primary Modules</b></p>   | <ul style="list-style-type: none"> <li>• Licensing <ul style="list-style-type: none"> <li>○ Online Renewals</li> <li>○ Online New Applications</li> </ul> </li> <li>• Registration <ul style="list-style-type: none"> <li>○ Online New registrations</li> <li>○ Online renewals</li> </ul> </li> <li>• Tonnage <ul style="list-style-type: none"> <li>○ Online reporting/</li> </ul> </li> <li>• Complaints <ul style="list-style-type: none"> <li>○ Consumer/ Industry online reporting</li> <li>○ Complaint tracking</li> </ul> </li> <li>• Enforcements <ul style="list-style-type: none"> <li>○ Enforcement tracking</li> <li>○ Sampling</li> </ul> </li> <li>• Laboratory <ul style="list-style-type: none"> <li>○ Sample analysis</li> </ul> </li> </ul>                           |

|                                  |  |
|----------------------------------|--|
|                                  | <ul style="list-style-type: none"> <li>payment <ul style="list-style-type: none"> <li>• Inspections <ul style="list-style-type: none"> <li>○ Connected inspections</li> <li>○ Disconnected Inspections</li> </ul> </li> </ul> </li> <li>○ Sample reporting</li> </ul>  |
| <p><b>Additional Modules</b></p> | <ul style="list-style-type: none"> <li>• Ad Hoc Reporting (sequel server access)</li> <li>• Custom/Canned Reports within the application</li> <li>• Sample results export to elexnet (FDA)</li> <li>• Training</li> <li>• Mobile application</li> <li>• Public search for inspections and licensing</li> <li>• API with credit processors</li> </ul> |

Appendix E: State Users Table

| State         | USAFoodSafety                    | Vendor Hosted | USAPlants            | Vendor Hosted |
|---------------|----------------------------------|---------------|----------------------|---------------|
| Illinois      | Dept. of Public Health           | X             | Dept. of Agriculture |               |
| Arkansas      | Dept. of Health                  |               |                      |               |
| Alaska        | Dept. of Health                  |               |                      |               |
| Iowa          | Dept. of Inspections and Appeals | X             |                      |               |
| Vermont       | Dept. of Health                  | X             | Dept. of Agriculture |               |
| Indiana       | Dept. of Health                  |               | Purdue University    |               |
| Wyoming       | Dept. of Agriculture             | X             |                      |               |
| South Dakota  | Dept. of Health                  | X             |                      |               |
| North Dakota  | Dept. of Health                  |               |                      |               |
| Minnesota     | Dept. of Agriculture             | X             |                      |               |
| West Virginia | Dept. of Agriculture             |               | Dept. of Agriculture |               |
| Kansas        | Dept. of Agriculture             |               | Dept. of Agriculture |               |
| Colorado      |                                  |               | Dept. of Agriculture |               |
| Missouri      |                                  |               | Dept. of Agriculture |               |
| Montana       |                                  |               | Dept. of Agriculture |               |
| Alabama       |                                  |               | Dept. of Agriculture |               |

|            |  |  |                                   |  |
|------------|--|--|-----------------------------------|--|
| Kentucky   |  |  | University of Kentucky            |  |
| Louisiana  |  |  | Dept. of Agriculture and Forestry |  |
| New Mexico |  |  | New Mexico State University       |  |
| New Jersey |  |  | Dept. of Agriculture              |  |