



REQUEST FOR PROPOSAL (RFP)

Date Posted: August 5th, 2019
RFP ID: AFDO-19-001
Closing Date: September 3, 2019, 10:30 AM

Procurement Officer: Kyle Green
Telephone: 785-556-0099
E-Mail Address: kgreen0455@gmail.com
Web Address: <http://www.afdo.org/>

Agency: Association of Food and Drug Officials
155 W. Market St., 3rd Floor
York PA 17401

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. In addition, the Association of American Feed Control Officials (AAFCO) is also participating with AFDO on this project. This project involves procuring support for the software applications known as USAFoodSafety and USAPlants used by state and local human and animal food regulatory programs, and other regulatory programs for licensing, registration, and inspection activities.

Item: AFDO is seeking a contractor that can provide support (full applications lifecycle management support services such as modifications, enhancements, patchwork, defect management), system integration service (new technologies, data exchange, hosting, and policy compliance), and organizational assessment services for two existing applications. The two applications are USAFoodSafety and USAPlants.

This RFP seeks to procure the following for the USAPlants and USAFoodSafety applications:

- a) Provide System Support for each of the applications covered by this solicitation. System Support includes the following activities:
 - 1) Help desk support for each application during normal business hours
 - 2) Problem diagnosis and resolution
 - 3) Emergency support for urgent requests
 - 4) Emergency database update requests
 - 5) General support and problem resolution make sure the systems are available and operational during normal business hours

- b) Provide routine maintenance for each of the mentioned applications; Maintenance includes the following activities:
 - 1) Modification of support tables to add/modify/delete data that is not maintained through a user interface available to the user community
 - 2) Break/Fix items identified after an emergency, maintenance or quarterly release
 - 3) Standard information technology housekeeping activities such as ensuring that the software is using a recent version of any frameworks, utilities, open source components or other items upon which the software depends for successful, acceptable operation
 - 4) Emergency fixes identified through reported issues to the Help Desk
 - 5) Maintain licensing of any components, tools, software, that is included in the applications.
 - 6) Provide at least two releases per year to maintain the above mentioned items in this letter paragraph.
 - 7) Provide at testing environment for AFDO for USAFoodSafety and USAPlants to verify release sign-off.

- c) Provide Routine Release Management for requested modifications and enhancements to the software
- d) Coordinate planning meetings with AFDO and Customers. These meetings will be used to monitor contractor performance, ensure that the contractor is working with technical staff to ensure compliance and alignment with technical direction and to work with the Business Users for future enhancements and modifications to the software.
- e) Report on mutually agreed upon key performance indicators and Support Requests that are important to AFDO and Customers.
- f) Develop a process incorporating items developed by other application licensees through other arrangements as requested by the AFDO and for transferring new development to the Pennsylvania Department of Agriculture as requested.

Item A, B, and E will be procured by AFDO. Items A, D, and E may be procured by the individual state agency participants at a state's option, but this RFP and any

contracts issued pursuant to it does not guarantee any additional state contracts. The final awards may be for one or both of the software applications.

Period of Contract: October 1, 2019 through September 30, 2020
(With the option to renew for four (4) additional one (1) year periods). Renewals will be contingent on the availability of federal funding.

Bid Guarantee: No monetary bid guarantee required.

This Bid Event will be sent to prospective contractors and will also be posted on the AFDO website.

It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/amendments.

The USAFoodSafety application is used to collect, maintain, consolidate, and manage food, health, and public safety information from state and local government agencies into a state-wide repository. This application integrates the workflow for licensing, mobile inspections, certification, recall and trace back, complaints, enforcements, laboratory sampling, and billing and accounting processes. There are four major components of USAFoodSafety: mobile disconnected inspections; a web portal where facilities can renew and apply for licenses; a web portal for citizens to view inspection reports; and an executive dashboard for near real-time visibility and trending of revenue, inspections, complaints and violations. It is configured with over 100 business programs which include manufactured and retail food, eggs/fruit/vegetables, seafood, milk, schools, pools, and hotels.

The USAPlants is used for managing licenses, certificates, coursework, laboratory testing, online and disconnected inspections, complaints, enforcement, and other regulatory aspects of the plant agricultural industry. It also supports the state registration of pesticides, feed, fertilizer, and lime producers, soil/plant amendments and other regulated products. The system also supports web-based self-service for many of the customer functions, including product registrations, annual license renewals, and volume-based fee collections. Regulated aspects supported by USAPlants include, but are not limited to: Pesticides, Feed and Feed Safety, Fertilizer, Lime, Soil/Plant Amendments, Seed Licensing and Testing, Horticultural businesses, and Weights and Measures activities.

These applications are available to states/local organizations at no charge by Pennsylvania Department of Agriculture. The Pennsylvania Department of Agriculture retains ownership of the original software. In the past, Computer Aid Inc. (CAI) supported maintenance for this software. CAI has discontinued its support of the software as of July 1, 2019. During this interim, each state is individually with their vendor of choice for continued support. The purpose of this RFP is to find a new support and maintenance contractor.

DEFINITIONS AND ACRONYMS

Following are explanations of terms and acronyms appearing in this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

AFDO	This is the Association of Food and Drug Officials. It is the entity that is issuing this RFP. AFDO is a regulatory organization that connects food and medical-products safety stakeholders and impacts the regulatory environment by shaping sound, science-based rules, law, regulations, and sharing best practices that protect public health. AFDO develops support for its positions by interfacing with high-level regulatory officials, industry representatives, trade associations, and consumer organizations.
Awardee	This is the contractor(s) who is awarded the contract for this RFP.
CAGE Code	A Commercial and Government Entity (CAGE) Code is a five-character identifier for companies seeking business with the Federal Government. The only authorized source of obtaining a CAGE code is by registering with the System of Award Management (SAM) at SAM.gov. Currently there is no fee or associated subscription charges related to CAGE Codes and they do not have an expiration date.
CAI	Computer Aid Inc. The current contractor providing the maintenance support to the USAFoodSafety and USPlants Applications
Contracting Agency	AFDO or one of its member state agencies who is considering contracting with the Awardee.
Contractor	One who contracts to perform work in accordance with a contract agreement usually as a result of a RFP,
COTS	Commercial-Off-The-Shelf. This is an existing system with known functionality and an existing install base.
Customer	Any one of the member state agencies that the new Contractor provides maintenance support on one or both of the applications.

Licensors	A Contractor who transfers rights and proprietary products to authorized users in accordance with the rights and obligations specified in the contract.
Methodology	<p>Methodology is a set of related activities that leads to the production or modification of software. These activities may involve the development of software from scratch, or modifying an existing system. Any software process must involve these four activities:</p> <ol style="list-style-type: none"> 1. Software specification or requirements engineering is the process of understanding and defining what services are required and identifying the constraints of these services. 2. Software design and implementations is the process at which an executable software system is developed. It is moving the concept from an idea to a reality. 3. Software Verification and Validation meets specifications and fulfills the intended purpose of the software. It may also be referred to software quality control. It is normally the responsibility of the Contractor as part of the software development lifecycle. 4. Software Evolution is the process that requires continued updating, maintenance, and improvement over time in order for the software to remain a viable product. In this respect, it is driven by the customer needs as changes are identified.
Project Manager	The Contractor and AFDO will each have a Project Manager. They will work together in overseeing the Contractor's transition into setting up and providing maintenance support to the two applications. They will be the primary contacts for their organizations.
SAM	The System of Award Management is a registration system that is required for anyone who wants to conduct business with the Federal Government. Registration is free and can be done by going to sam.gov.
Service Provider	A supplier that provides IT solutions or services to the Users.
SME	This is Subject Matter Expert. A person who is an authority in a particular area or topic.

Software –
Good Condition

Software provided to the Contractor by the Customers must be the latest edition and not damaged.

User

This is someone who utilizes a software application with a user account and is identified by the system with a user id.

SIGNATURE SHEET

Item: Maintenance Support for USAFoodSafety and USAPlants Software
Agency: Department of Administration - Procurement and Contracts
Closing Date: September 3, 2019, 10:30AM York, PA time

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: _____

Printed 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: _____

**CONTRACTOR 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 Monday, August 12th, 2019.
- _____ Submit Notification of intent to submit proposal to AFDO by Wednesday August 14, 2019.

Technical Proposal (Original and copies requested in hardcopy and electronic format – See Section 2.1)

- _____ Signature Sheet
- _____ Immigration Reform and Control Certification
- _____ Transmittal Letter
- _____ Bidder Information
- _____ Bidder Qualifications and Experience
- _____ Bidder Methodology and Technical Response including but not limited to:
 - a) Staffing Plan
 - b) Support Desk
 - c) Testing Plan
 - d) Implementation
 - e) Transition
 - f) Hosting
 - g) Enhancements and development process
 - h) Other major methodologies involved with the support of these applications
- _____ Timeline
- _____ References
- _____ Bidder Contracts/Subcontractor information, if applicable
- _____ Technical Literature, address Specifications
- _____ Evaluation of Software
- _____ Any Amendments or Supplemental forms provided
- _____ Exceptions to RFP noted, if applicable

Cost Proposal (Original and copies requested in hardcopy and electronic format – See Section 2.1)

- _____ Cost Sheet

Emailed bids are not accepted. Bids must be received in our office prior to 10:30AM York, PA time on the closing date to be considered. Bids must be marked as follows:

AFDO
Proposal # AFDO-19-001
Closing Date: September 3, 2019
155 W. Market St., 3rd Floor
York PA 1740

In order to be considered, your bid must be received prior to 10:30 AM 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.

CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL

All Contractors 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 Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor 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.

Contractor certifies that, should it be awarded a contract by AFDO, Contractor 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 Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

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

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

Signature, Title of Contractor

Date

1) **Bidding Instructions**

a) **Bid Event ID / Reference Number**

The RFP ID number, indicated on the first page of this proposal, has been assigned to this RFP and **MUST** be shown on all correspondence or other documents associated with this RFP and **MUST** be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the procurement officer reflected on Page 1 of this proposal.

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 August 12, 2019 to the following address:

Kyle Green
Telephone: 785-556-0055
E-Mail Address: kgreen0455@gmail.com

AFDO
155 W Market St, 3rd 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 on or about August 19, 2019.

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 Wednesday August 14, 2019 if 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 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., 3rd Floor
York, PA 17401

RE: AFDO-19-001

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) **Preparation of Proposal**

Prices are to be entered in spaces provided on the cost proposal form provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. AFDO has the right to rely on any prices provided by bidders. The bidder shall be responsible for any mathematical errors. AFDO reserves the right to reject proposals which contain errors.

All copies of cost proposals shall be submitted separately from the technical proposal. Each should be in a sealed envelope or container. The outside shall be

identified clearly as "Cost Proposal" or "Technical Proposal" with the RFP number and closing date.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder or competitor

Technical proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

i) 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.

j) 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.

k) 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.

l) Withdrawal of Proposals

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

m) 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 time on August 12th, 2019. . The Procurement Officer reserves the right to waive minor deviations in the specifications which do not hinder the intent of this bid event.

n) Evaluation of Proposals

Award shall be made in the best interest of AFDO and its member states as determined by the Evaluators. Consideration may focus toward but is not limited to:

- 1) Cost Proposal: Bidders are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. AFDO reserves the right to award to the lowest responsive bid without conducting formal negotiations.
- 2) Technical Proposal (including but not limited to):
 - i. Staffing Plan including Staff Assigned to Project
 - ii. Support Desk
 - iii. Testing Plan
 - iv. Implementation
 - v. Transition
 - vi. Hosting
 - vii. Enhancements and development process
 - viii. Other major methodologies involved with the support of these applications
- 3) Adequacy and completeness of proposal
- 4) Bidder's understanding of the project
- 5) Compliance with the terms and conditions of the RFP
- 6) Experience in providing like services
- 7) Response format as required by this RFP

o) **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.

p) **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 or in writing to the following address. Include the RFP # AFDO-19-001.

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

- q) 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 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.

r) **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".

s) **Notice of Award**

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

t) **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.

2) **Technical Proposal Response**

a) **Submission of Proposals**

Bidder's proposal shall consist of:

- 1) One (1) original and two (2) copies of the Technical Proposal, including the signed Signature Sheet, Details document, applicable literature and other supporting documents;
- 2) One (1) original and two (2) copies of the cost proposal including the signed Signature Sheets document,
- 3) One (1) electronic / software version(s) of the technical and cost proposals are required. This shall be provided on flash drive, in Microsoft® Word, Excel or searchable PDF®. Technical and cost responses shall be submitted on separate media.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the RFQ ID number and closing date.

Bidder's proposal, sealed securely in an envelope or other container, shall be received no later than 10:30 a.m., York, PA time on the closing date, addressed as follows:

AFDO
RFD #: AFDO 19-001
Closing Date: September 3, 2019
133 W. Market St. 3rd Floor
York, PA 17401

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity, shall not excuse late bid submissions.

Faxed, e-mailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. AFDO shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

b) **Technical Proposal Format**

Bidders are instructed to prepare their Technical Proposal following the same sequence as this RFP.

c) Transmittal Letter

All bidders shall respond to the following statements:

- 1) the bidder is the prime contractor and identifying all subcontractors;
- 2) the bidder is a corporation or other legal entity;
- 3) no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
- 4) the bidder does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- 5) no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
- 6) the bidder presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
- 7) the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;
- 8) whether there is a reasonable probability that the bidder is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the bidder which would relate to the performance of this contract. The bidder is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting AFDO the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the bidder will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of AFDO.
- 9) the bidder has not been retained, nor has it retained a person to solicit or secure a contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

For breach of this provision, AFDO shall have the right to reject the proposal, terminate the contract for cause and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

d) Bidder Information

The bidder must include a narrative of the bidder's corporation and each subcontractor if any. The narrative shall include the following:

- 1) date established;
- 2) ownership (public, partnership, subsidiary, etc.);
- 3) number of full and part time personnel employed by corporation or entity and any sub-contractors by sub-contractors
- 4) number of personnel, full and part time, assigned to this project by function and job title;
- 5) list of personnel assigned to this project, along with their role, their experience in that role, in years, and their resumes.
- 6) resources assigned to this project and the extent they are dedicated to other matters;
- 7) organizational chart;
- 8) financial statements may be required.

e) Qualifications/Experience/References

The Contractor shall describe how they will meet the requirements as stated in this RFP. The following requirements are applicable to each application, except where specified.

- 1) The selected Contractor shall have prior 5 years' experience in the planning, design, development, and implementation of source code for systems of similar size and scope.
- 2) Contractor shall describe its organizational structure and how it will support this project.
- 3) Contractor shall describe any industry-recognized quality standard to which it is compliant (such as ITIL), as well as any industry certifications or awards received.
- 4) Contractor shall provide references and describe its experience with similar system implementations, support, maintenance and continued development services. Contractor shall have a minimum of two (2) years' experience providing these types of services.
- 5) Contractor shall disclose how many clients have terminated contractor's services for similar or related services as requested in the RFP in the past **three (3)** years. Contractor shall provide references for these terminated clients.
- 6) Contractor shall provide three (3) references for similar type project that the contractor has completed.

f) Staff Qualifications

The selected Contractor shall provide enough staff to perform the tasks described in this RFP. The Contractor shall submit a Personnel Staffing Chart, for approval by AFDO. Contractor shall describe the team that will be utilized to provide the services as required in this RFP to include location and percentage of dedication to this project. If a resource is proposed for multiple applications, indicate the percentage of dedication to each application. Contractor personnel may be required to be onsite for meetings,

requirement sessions, troubleshooting activities, etc. at the discretion of contacting agency. All cost incurred for these meetings will be the responsibility of the Contractor.

The selected Contractor shall provide staff which meets the following minimum requirements:

- 1) **Project Manager**
 - i. Five (5) years of experience managing projects of similar size and scope.
- 2) **Application Architect(s)**
 - i. Five (5) years of experience with applications of similar size and scope
- 3) **Senior Application Developer(s)**
 - i. Five (5) years of experience with applications of similar size and scope
- 4) **Application Developer(s)**
 - i. Two (2) years of experience with applications of similar size and scope
- 5) **Mobile Developer(s)**
 - i. Two (2) years' experience with mobile technologies and frameworks, preferably Xamarin
 - ii. Two (2) years of experience with applications of similar size and scope
- 6) **Senior Business Analyst(s)**
 - i. In depth knowledge and experience performing software systems business analysis with proven analytical and problem-solving skills including a thorough understanding of how to interpret customer and internal business needs, and translate same into well-defined, actionable planning and development projects.
 - ii. Excellent verbal and written communication skills with the ability to articulate data models, complex designs, data analytical methods and results, and functionality concepts to business stakeholders, external customers, and technical personnel.
 - a. Conduct research, data discovery and analysis to identify trends, business drivers, insights and opportunities.
 - b. Establish and analyze performance metrics and measures for business operations to determine insights and provide recommendations to customers.

7) **Business Analyst(s)**

- i. Two (2) years of experience in requirements gathering.

8) **Database Architect(s)**

- i. Five (5) years of experience designing and managing SQL Server databases.

g) **Replacement of Personnel**

After key personnel are assigned and approved by AFDO, the Contractor may not divert or replace personnel without written approval from AFDO and in accordance with the following procedures.

The selected Contractor must provide notice of proposed diversion or replacement to AFDO at least thirty (30) calendar days in advance and provide the name and qualifications of the person who will replace the diverted or removed staff. AFDO will notify the selected Contractor within ten (10) calendar days of the diversion notice whether the proposed diversion is acceptable and if the replacement is approved.

The selected project manager cannot be diverted from the project for the duration of the project and replacement of the project manager must be approved by AFDO.

The selected Contractor must provide a minimum of a fourteen (14) calendar day overlap at no additional charge to AFDO for replacement of key personnel.

Advance notification and employee overlap is not required for changes in key personnel due to resignations, death and disability, dismissal for cause or dismissal because of termination of a subcontract or any other cause that is beyond the control of the selected Contractor or its sub-Contractor. However, AFDO must approve the replacement staff and receive the same documentation. Replacement of key personnel whose availability changes for reasons beyond the control of the selected Contractor must occur 1) on a temporary basis within one week of the availability change and 2) on a permanent basis no longer than 30 calendar days from the availability change.

AFDO may request that the selected Contractor remove one or more of its staff persons from this project at any time, with thirty (30) calendar days written notice. If a staff person is removed from the project, the selected Contractor will have ten (10) days to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to AFDO approval.

h) **Timeline**

A timeline for implementing services must be submitted with the bid with a detailed project initiation plan.

i) Methodology

Bidders shall submit a detailed explanation of the methodology for implementing services with their bid proposal. The following elements must be included:

- 1) Description of support process from reporting to follow through including how communication will be conducted with customer
- 2) Description of enhancement and development process
- 3) Description of the testing process and how user acceptance will be conducted
- 4) Description of hosting process including the service being used for hosting and how such support be provided
- 5) Other major methodologies involved with the support of these applications
- 6) Project initiation and timeline

j) Bidder Contracts

Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the bidder would propose to incorporate into the contract generated from this Bid Event.

k) Technical Literature

All Technical Proposals shall include specifications and technical literature sufficient to allow AFDO to determine that the equipment/services meet(s) all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the bid. Proposals without sufficient technical documentation may be rejected.

l) Software Evaluation

Within 90 days of execution of a contract the applications for which they were awarded, the Contractor will provide an analysis of one or both applications to identify gaps or issues in the software. Contractor will provide all potential costs to address any gaps or issues discovered as well as the timeline in which to address the items. The Contractor will utilize a change management ticketing system to log, manage, track and close these items. The Contractor will manage tasks and track individual activities related to the evaluation. All gaps for the applications will be public to AFDO and Customers either through a forum or a login to the Contractors' Change Management System. The technical proposal shall include a description of the process that will be implemented to complete this analysis.

3) Terms and Conditions

a) Contract

The successful bidder will be required to enter into a written contract with AFDO and its member states. The contractor 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 Contractor 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) Contractor's written offer submitted in response to the Bid Event as finalized.

c) 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.

d) 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.

e) 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.

f) 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 Contractor fails to make delivery of goods or services as specified in this contract;
- 2) the Contractor provides substandard quality or workmanship;
- 3) the Contractor fails to perform any of the provisions of this contract, or
- 4) the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

AFDO shall provide Contractor with written notice of the conditions endangering performance. If the Contractor 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 Contractor 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.

g) **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 Contractor 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 Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

h) **Rights and Remedies**

If this contract is terminated, AFDO, in addition to any other rights provided for in this contract, may require the Contractor 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 Contractor 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.

i) **Debarment**

Since Federal Funds will be used to pay for this support, the contractor that receives the award must be registered in SAM (System for Award Management (SAM), a database that contains information about all approved government contractors, 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 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, Contractors that are excluded can also be found in SAM.

j) **Hold Harmless**

The Contractor shall indemnify AFDO against any and all loss or damage to the extent arising out of the Contractor'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 Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to AFDO property. The Contractor shall do nothing to prejudice AFDO's right to recover against third parties for any loss, destruction or damage to property.

k) **Force Majeure**

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

l) **Assignment**

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of AFDO. AFDO may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of AFDO.

m) **Third Party Beneficiaries**

This contract shall not be construed as providing an enforceable right to any third party.

n) **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.

o) **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, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

p) **Subcontractors**

The Contractor 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 subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the

contract shall apply without qualification to any services performed or goods provided by any subcontractor.

q) **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 Contractor 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.

r) **Worker Misclassification**

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors 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.

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

All contractors 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 Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the Contractor hereby certifies without exception that such Contractor 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 contractors are expected to be able to produce for AFDO any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

Contractor will provide a copy of a signed Certification Regarding Immigration Reform and Control Form with the technical proposal.

t) **Proof of Insurance**

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

u) **Conflict of Interest**

The Contractor 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 Contractor 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.

v) **Nondiscrimination and Workplace Safety**

The Contractor 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.

w) **Confidentiality**

The Contractor may have access to private or confidential data maintained by AFDO to the extent necessary to carry out its responsibilities under this contract. Contractor 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. Contractor agrees to return any or all data furnished by AFDO at the request in whatever forms it is maintained by Contractor. On the termination or expiration of this contract, Contractor 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.

x) **Environmental Protection**

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor 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.

y) **Care of Property**

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

z) **Prohibition of Gratuities**

Neither the Contractor nor any person, firm or corporation employed by the Contractor 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-contractor shall be provided commission or remuneration of any kind as part of this contract.

aa) **Retention of Records**

Unless it is specified in writing a different period of time, the Contractor 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 Contractor 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.

bb) **Off-Shore Sourcing**

Off-shore sourcing is prohibited under this contract.

cc) **Indefinite Quantity Contract**

This is an open-ended contract between the Contractor 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 Contractor 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.

dd) **Prices**

Prices shall remain firm for the entire contract period and subsequent renewals. 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.

ee) **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 Contractor.

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

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor 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 Contractor a certificate of tax exemption.

gg) **Debarment of Contractors**

Any Contractor 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. Contractor 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 contractor. 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.

hh) **Materials and Workmanship**

The Contractor 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 Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor'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 Contractor fault.

ii) **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.

jj) **Implied Requirements**

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

kk) **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 Contractor at no additional cost to AFDO.

ll) **Inspection**

AFDO reserves the right to reject, on arrival at destination, any items which do not conform to specification of the Contract.

mm) **Acceptance**

No contract provision or use of items by AFDO shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

nn) **Software Code and Intellectual Property**

All original software and software codes and related intellectual property used by the Contractor to develop the support as outlined in this RFP shall remain the property of the Pennsylvania Department of Agriculture who originally designed, funded and implemented this software and state customers. The Contractor will surrender all source code, original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software, and documentation, computing based training modules, electronically or magnetically recorded material, used to develop this software or code and related intellectual property to the Pennsylvania Department of Agriculture. A state customer may request delivery of the above materials at any time. AFDO may request the information be provided to the Pennsylvania Department of Agriculture for a state customer.

oo) **Information/Data**

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by AFDO.

pp) **Certification of Materials Submitted**

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor 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 Contractor 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.

qq) **Transition Services**

The selected Contractor shall work with AFDO and Customers and/or its current Contractor in knowledge transfer of existing services of both applications as defined in the RFP. The selected Contractor shall complete all transition activities within 90 days of contract execution.

a) Deliverables

1) Transition plan

2) Final transition report showing the successful completion of the transition plan

rr) **Outgoing Transition Assistance**

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to AFDO to allow for a functional transition to another Contractor.

ss) **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.

tt) **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.

uu) **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.

vv) **Information Security Requirements**

The Contractor agrees to follow industry best practices, policies and protocols in regards to security. The Contractor will comply with all laws and regulations

applicable to the use and provision of the services and products. Contractor's security controls must meet all Federal and State laws. Prompt notification will be made to AFDO when any security breach occurs. The Contractor shall respond to any customer security analysis with a remediation plan within 15 calendar days of receipt of such analysis.

The Contractor 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.*

Contractor 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.

ww) **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 Contractor 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 subcontractors, 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.

xx) Award

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

ab) Choice of Law and Choice of Forum

For the AFDO portion of the contract Pennsylvania law shall apply and any actions arising shall take place in the District Court of York County, Pennsylvania. For state contracts, the choice of law shall be the state law of that state and the trial court in the capitol city of that state.

4) **SPECIFICATIONS**

The Association of Food and Drug Officials (AFDO) seeks a contractor to continue maintenance for the USAFoodSafety and USAPlants applications for the member state agencies that are utilizing these programs. Operating systems for USAFoodSafety can be found in Appendix A and for USAPlants in Appendix B.

Both applications have programs within them (see tables below). Each state varies in what programs they use within the applications. As part of this award the requirement will be to provide the necessary maintenance and support for the programs used by all AFDOs Member States on both applications.

FoodSafety Specifications Table

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

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

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

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

Proposals shall address all the software licenses (including third party), annual maintenance, implementation services, hardware and systems software, wide area network upgrade requirements, and post implementation support services necessary to provide the desired solutions that result in applications assisting AFDO in ensuring business establishments are compliant through the key components of Licensing/Registration, Complaints, Inspections, Reporting, Public Interface, Event Response, and Samples.

Although the primary need is for maintenance and support, the contractor may be called upon and needs to be available for system enhancement needs as a result of State and federal policy changes as well as compliance and interface issues. In addition, the potential contractors should include in their proposals plans to add additional users of these applications. There is a good possibility this could happen.

Technical Proposal

The bidder’s technical proposal shall address all of the items mentioned in Section 2. Proposal Response and include how you propose to meet the specifications of this section.

5) Maintenance and Support

Contractor shall provide maintenance support for the two applications as discussed throughout this RFP.

To be eligible for support, Software must be in good operating condition and at the current revision levels having all current enhancements, modifications or upgrades as provided by previous contractor.

Except as otherwise agreed upon in writing and subject to other terms and conditions of this solicitation shall include the following Maintenance/Support Services for at least the current version and one previous version of software.

a) **Basic Services** – The Contractor will provide at least normal and usual software and maintenance services generally provided to customers in a similar program, position or setting consistent with and subject to the maintenance fees agreed upon this contract. The Contractor shall oversee and maintain the USAFoodSafety and USAPlants applications for all the customer states so that the software are current and supported technology, as deemed appropriate for the applications business functions.

Contractor shall process, categorize, and assess all changes to the application environment validating that changes are tested and controlled, and unplanned service disruptions are avoided.

b) **Error Correction.** Upon notice by Customers of a problem with the Software (which problem can be verified), Contractor shall use reasonable efforts to correct or provide a working solution for the problem. The Customers shall comply with all reasonable instructions or requests of Contractor in attempts to correct an error or defect in the Software. Contractor and the Customer(s) shall act promptly and in a reasonably timely manner in communicating error or problem logs, other related information, proposed solutions or workarounds, and any action as may be necessary or proper to obtain or affect maintenance Services.

c) **Notification of Errors.** Contractor shall notify Customers of any material errors or defects in the Software known, or made known to Contractor from any source during the term of this Agreement that could cause the production of inaccurate or otherwise materially incorrect, results. Contractor shall initiate actions as may be reasonable or proper to effect corrections of any such errors or defects.

d) **Implementation of Updates.** Contractor shall provide to the Customers, at no additional charge, implementation of application of all new releases and bug fixes (collectively referred to as "Changes") for any Software developed or published by the Licensor and made generally available to its other customers without additional cost except limited state customer specific configuration requirements.

e) **Security.** The provision of onsite support or maintenance is subject to the standard security procedures of the facility or agency within which the onsite Services are to be provided.

f) **Online Services.** For Online Services, the Contractor agrees:

- 1) To maintain the confidentiality of any Data which is or may be stored in the Contractor's online storage devices.
- 2) To prevent any malware or other harmful code from being transmitted to the applications.
- 3) To provide the Online Services in a consistently available and commercially reasonable manner.

g) **On-Going Support Services**

The Contractor shall provide a complete description of its standard support offerings for end users and technical staff including; help desk, application and technical support.

h) **Help Desk**

The Contractor must design, implement, staff and manage a Help Desk operation in support of the application and the Contract. In general, AFDO requires the Contractor to allocate help desk support to include at a minimum:

10) **Tier 1 Level Support:** Basic level of support with general and broad understanding of the solution. Tier 1 support would identify a user's needs and provide tips on how to manage a problem through frequently asked questions (FAQs) or a knowledge base. If Tier 1 support is not able to resolve the issue, they would pass it on to the appropriate Tier 2 support.

11) **Tier 2 Level Support:** Support involves technical knowledge and is staffed by technicians who have troubleshooting capabilities beyond the Tier 1 staff. If issues cannot be resolved, then they go to Tier 3 support. It is also determined by the Tier 2 support if Customer involvement is needed to resolve an issue.

12) **Tier 3 Level Support:** Support with specialized skills over and above that of the Tier 2 support. This support is usually provided by the specialists involved in product development and that deal with complex issues. Tier 3 support also resolves issues in conjunction with the Customer on matters related to State procurement laws, rules, policies, and procedures.

The Contractor must provide a Help Desk Support/Management Plan to AFDO that addresses the entire term of the Contract (i.e. implementation and post-implementation) and includes/identifies, at a minimum, the following:

- 1) Contractor Help Desk location and staffing

- 2) Operational procedures that address all of the required services identified in this RFP section and addresses all interactions between Contractor and State personnel for these services

The Contractor must have the ability to provide Help Desk Services for the following:

- 1) Contract Award through Contract End Date + 6 months:
 - i. The Contractor must provide Tier 1, Tier 2, and Tier 3 help desk services for all State Users.

Bidders must include in their proposal a separate Responsibility Assignment Matrix (RACI) chart that depicts the Contractor Help desk responsibilities for the Help Desk Service options stated above.

The Contractor must establish the Help Desk service that can quickly scale up as the number of application user increases. The Help Desk must be fully equipped with an adequate number of trained, qualified live technicians, help desk tools and other elements to answer and respond to telephone calls, e-mails, chat sessions and other communications for all service impacting issues.

The Contractor Tier 1 and Tier 2 help desk will provide the first line of support and must respond to user needs, queries, issues and inquiries and to the extent possible, resolve them with limited involvement from the State. In general, the Contractor's Tier 1 and Tier 2 help desk staff must address common login/password, troubleshoot, "How to" scenarios and basic application related issues that do not require an intimate understanding of the application or State laws, rules, policies and procedures that drive the application.

To the extent that the Contractor Tier 1 and Tier 2 help desk staff is unable to resolve questions or issues from the user community, the Contractor must provide Tier 3 help desk functions as a service to the Tier 1 and Tier 2 help desk. The Contractor's Tier 3 help desk support must be geared toward resolving more involved questions and issues regarding the application or system use. The State will be responsible for providing support to address questions and issues regarding procurement law, rules, policies and procedures associated with the application.

The Contractor Tier 1 Help desk services must be provided Monday through Friday, 7:00 a.m. Eastern through 4:30 p.m. in the latest time zone of a member using the support service (currently Alaska time), excluding State-observed holidays. The Contractor must establish and maintain a dedicated toll-free phone service and email for Help desk support to all users.

To provide the required Help desk services, the Contractor must:

- 1) Provide best-in-class customer service to the Customer and AFDO and maintain a continual effort at increasing the quality of customer service.

- 2) Provide process expertise, assistance and guidance for the applications walkthroughs or specific transactional assistance and resolve issues where users are unable to utilize the applications as designed and implemented. Provide the user with instructions and tools to quickly troubleshoot, diagnose, and resolve the issue.
- 3) Respond and resolve incoming, reported and assigned issues and service requests in a manner that meets all applicable Service Levels.
- 4) Provide additional means to receive issue reports and service requests including, but not limited to, on-line chat and email as part of the Service.
- 5) Utilize a logging system to record all issues and service requests received including, at a minimum, name, organization and issue. Multiple contacts for a single issue/request must be added to a master ticket. Issues/requests will be tracked in the system and standard reports will be provided to the Customer and AFDO monthly to communicate, at a minimum, call volumes, common issues/requests and frequency, and other such metrics that will give insight to the Customer and AFDO on system use, problems and potential actions that may be needed to make the system effective for users. Reporting will also include metrics on open/unresolved issues/requests with an 'aging' breakdown and sufficient details for the Customer and AFDO to be able to assess impact of 'aging' issues/requests.
- 6) Provide a ticketing system to log, manage, track, and close service requests. The Contractor will manage service requests and track individual activities related to the service request. All service requests for the applications will be public to AFDO and Customers either through an online forum or a login to the Contractor's Service Request System.
- 7) Categorize and document the relative importance of each issue/request according to the severity levels as defined in Service Level Metric section. The Customer may request specific business and non-technical categories by application component that will be used for logging and tracking issues.
- 8) Generate an 'issue/request confirmation receipt email' to acknowledge to the end users that an issue/request has been received. The confirmation receipt email must include issue/request details including, but not limited to, the ticket number, description of the issue/request and reporting user details (e.g., name, telephone number, etc.).
- 9) Implement measures to help avoid recurrence of issues, by performing root cause analysis and event correlation.
- 10) Provide full life cycle management of all issues and service requests by employing and implementing procedures for proactive monitoring, logging, tracking, escalation, review, and reporting (historical and predictive) of issues to ensure consistent support to all customers.
- 11) Maintain ownership of the issue/request until closure serving as the coordination point for all inquiries. Help desk analysts must follow-up with users, referral sources, etc., to ensure timely and complete solutions are provided to the user and recorded.

- 12) With the Customer, implement a process that establishes end-to-end responsibility and ownership of issues/requests in a manner that helps reduce redundant contacts and helps eliminate the need for the users to describe the issue/requests multiple times to different Contractor personnel.
- 13) Provide status updates as requested by Customers and AFDO with regard to any particular help desk issue, service request or trouble ticket.
- 14) In the event that the Tier 1 Help desk cannot for any reason address or otherwise resolve an issue, the Tier 1 help desk must escalate or assign tickets to the appropriate Tier 2/3 party.
- 15) Implement an internal operational escalation and reporting procedure for unresolved issues/requests.
- 16) Maintain a procedure for dealing with services that are not supported or for which support requirements are not known.

Provide the Customer and AFDO with “Read Only” access to the Contractor’s help desk logging system and data pertaining to services provided to the Customers including issue tracking, reporting and any other State specific information.

Additionally, the Contractor must provide the following “Self-Service” functions for USAFoodSafety and USAPlants users:

- 1) A secure way for users to obtain their User ID and reset passwords via a Web-based tool requiring no interaction with Help desk personnel;
- 2) A Web-based knowledge database, the content of which will be maintained by
 - i. Contractor that will provide general “How-To” help for the use and execution of standard processes and general “How-To” help for the use of State-specific elements of the application, including standards, policies, processes and templates. Also, the Customer and AFDO must have the ability to update and maintain State-specific content in the “How-To” database.
- 3) A searchable frequently asked questions (FAQs) list, the content of which will be
 - i. maintained by Contractor and available to AFDO, that documents common issues and resolutions based on actual data gleaned from use of the Service. Also, the Customer must have the ability to provide State-specific content to the Contractor, as well as approve any State-specific content that the Contractor intends to use: and
- 4) A Help Desk Website which will provide access to Help Desk contact information and instructions to on-line help (e.g. on-line chat), links to State-specific Help topics and information, and other self-help tools, and FAQs.

i) **Response and Incident Notification Service Level Agreement**

Definitions:

- 1) **Response and Initial Notification** – Time between when the ticket is escalated to a Severity Level 1 or Severity Level 2 Incident (start time) and the initial notification is sent to the State (sent time)
- 2) **Incident** - means any malfunction or defect that causes or is likely to cause or result in the Solution to fail to conform to the Requirements.
- 3) **Severity Level 1 Incident (Critical)** - means an Incident that is characterized by the following attributes: the Incident (a) renders the Contractor provided application un-Available, substantially un-Available or seriously impacts normal business operations, in each case prohibiting the execution of productive work, and (b) affects either (i) a group or groups of people, or (ii) a single individual performing a critical business function.
- 4) **Severity Level 2 Incident (High)** - means an Incident that is characterized by the following attributes: the Incident (a) does not render the Contractor provided application un-Available or substantially unavailable, but a function or functions are not Available, substantially Available or functioning as they should, in each case prohibiting the execution of productive work, and (b) affects either (i) a group or groups of people, or (ii) a single individual performing a critical business function.
- 5) **Severity Level 3 Incident (Medium)** - means an Incident that is characterized by the following attributes: the Incident causes a group or individual to experience an Incident with accessing the Contractor provided application or a key feature thereof and a reasonable workaround is not available, but does not prohibit the execution of productive work.
- 6) **Severity Level 4 Incident (Low)** - means an Incident that is characterized by the following attributes: the Incident reflects that a group or individual requires guidance in the proper use of the system.

j) **Service Level Metric**

For Incidents occurring within the Scope of Contractor's responsibility:

- 1) Severity Level 1 Incident Response and Initial Notification shall occur within 1 hour from the time the incident is escalated to Severity Level 1.
- 2) Severity Level 2 Incident Response and Initial Notification shall occur within 1 hour from the time the incident is escalated to Severity Level 2.

- 3) Severity Level 3 Incident Response and Initial Notification shall occur within 2 hours from the time the incident reported.
- 4) Severity Level 4 Incident Response and Initial Notification shall occur within 4 hours from the time the incident reported.

For Severity 1 and Severity 2 Incidents that extend for multiple days, update notification intervals shall follow a mutually agreed upon schedule between State, AFDO, and the Contractor

6) Testing

The Contractor shall provide a description of its testing plan including pricing on providing AFDO with a test environment for both USAFoodSafety and USAPlants. Testing activities will check all aspects of the applications including but not limited to its functionality, performance, integration, and the conversion/migration of relevant data. Since the applications are expected to be deployed iteratively, and potentially different sets of functionalities will become available at different times, it is important to note all functionality deployed to date will need to be regression tested to ensure the integrity of the entire application system.

The Contractor is responsible for all application performance and regression testing of the application in the development, staging, and production environments and application -related changes. Such changes must not be introduced into a Production environment until they have been through the complete test cycle described above and approved by the State after a successful UAT. Test conditions and test scenarios to be included in the application testing will be mutually agreed upon by the Contractor and the State. These scenarios will be based on an analysis of the requirements, changes, and modifications that are approved for implementation.

The State is responsible for User Acceptance Testing ("UAT") execution while Contractor will be responsible for test preparation, management and tracking of UAT activities. UAT verifies the usability of the new processes and ensures that the application meets the requirements and the needs of the organization and the end user. UAT leverages application test scripts and is executed by State resources. The Contractor must provide all support necessary for the State to successfully conduct UAT. A key objective of UAT is to facilitate an understanding of the technology and the business change being implemented.

The Contractor must also provide all support necessary for the State to conduct Security Testing of each functional release which may include activities such as manual testing of the application and loading of maliciously formatted inbound interface files.

The Contractor must remedy all bugs/defects discovered during testing and maintain a bug/fix tracking report that clearly identifies each bug detected in

testing, the status of the resolution, and the projected fix/resolution date. The Contractor must also provide additional testing steps if needed as part of the bug fix/resolution.

The Contractor must develop and prepare weekly status reports to monitor the progress of each test phase. The status reports will contain at a minimum, sections for condition creation, script creation, script execution, issue identification and resolution, and defect identification and resolution.

The Contractor must, to the extent possible, implement measures to help avoid unnecessary recurrence of incidents, by performing root cause analysis and event correlation for items discovered during testing/validation activities.

7) **Documentation**

The Contractor shall be responsible for the creation and delivery of documentation for new development; such as training guides and materials, quick reference guides, and user manuals, as requested by AFDO or the Customer.

8) **Programming standards**

The Contractor shall document the coding standards that shall be used in the development phase of the project. These standards should coincide with industry accepted “best practices” and Programming Standards. If new software tools are introduced during this project the Contractor shall document the standards they wish to use and shall submit them to AFDO for review and signoff. Further, all software tools licensure shall be maintained by the Contractor without additional costs to the Customers.

9) **Training**

The Contractor shall be responsible for online and in-person training, as requested by AFDO or the Customer.

- a) **Maintenance Support Training (without additional cost):** The Contractor shall document the maintenance strategy that will be required to follow to support the daily operation of the new system and associated COTS software to the degree needed.
- b) **Developer training (additional cost per RFP):** The Contractor shall be responsible for training the AFDO technical support staff in the software platform on which the system shall be developed.
- c) **Software training (additional cost per RFP):** The Contractor shall be responsible for providing “hands-on” assistance in the training of support personnel (number to be determined) in the use of the software platform(s) on

which the system is developed. This shall be in addition to formal training classes provided to the support personnel.

- d) **End-user training (additional cost per RFP):** The Contractor shall develop end-user training course materials that cover the as-built Applications. End-user training classes shall be co-taught by the Contractor and an AFDO instructor(s). The course shall cover all of the processes contained within the new system and shall encompass the complete project lifecycle.

The training shall include “hands-on” exercises that introduce the users to the functionality of the system.

10) **System Deployment**

The Contractor will be responsible for creating and executing a plan for the implementation and deployment of the system software and database(s).

- a) **Implementation plan:** The Contractor shall create a detailed plan for the implementation of the system and its associated databases. This plan shall include a timeline that shows any planned outages of the current system and a rollback strategy in case of unforeseen obstacles. The plan will be reviewed and approved by AFDO prior to its execution.
- b) **Implementation:** The system implementation shall cover the following areas plus any others that are deemed necessary to successfully implement and deploy the system:
 - c) **Installation**
 - 1) Setup user accounts
 - 2) Create user access privileges
 - 3) Establish a reporting structure for reporting bugs, performing routine maintenance, and trouble shooting
 - d) **Testing and acceptance**
 - 1) Execute the implementation plan and user acceptance test scripts
 - 2) Verify the installation environment
 - e) **Performance tuning**
 - 1) Compare actual performance against the expected performance baseline
 - 2) Make adjustments to meet expected performance baseline
- f) **Deployment plan:** The Contractor shall create a plan (roadmap) for deployment of these systems to the user community.

11) **Enhancements/New Development**

The Contractor needs to demonstrate a proven change management plan for Request for Changes (RFCs). The Contractor will have change order templates for the Customers or AFDO to use to submit RFCs. Additionally, the Contractor will have procedures and work instructions on how AFDO or the Customers will submit RFCs. The Contractor will respond to change requests within 5 to 10 business days. Responses will include an estimated cost and timeframe implementation as well as any questions the Contractor may have for AFDO or the Customers. The Contractor will utilize a change management ticketing system to log, manage, track and close RFCs. The Contractor will manage change tasks and track individual activities related to the change. All RFCs for the applications will be public to AFDO and Customers either through a forum or a login to the Contractors' Change Management System.

Contractor will assess each proposed change for its business and technical risk based upon mutually agreed criteria and weighting with the Customers or AFDO. Risks will be documented with the Change Management system of record through a request for change (RFC). The Change Risk level will trigger the level of assessment and approvals based upon the Customer or AFDO requirements and existing processes. These changes include, but are not limited to, modifications to infrastructure, applications, configurations, processes, policies, to minimize impact on the business.

12) **Hosting**

The application is intended to be primarily a cloud based, web facing platform. Due to stakeholder requirements, the ability to host on premise by a state must also be considered in how the application is developed, delivered and operated.

Customer Provided Hosting Support

For states that elect to self-host, Contractor shall supply a series of documents and support to insure a successful installation and launch for on premise customers. The Contractor shall provide documentation and scripts necessary to implement and/or upgrade the application to those states who are self-hosting these applications.

The documentation should include environment baselines, suggested security posture and configurations, and instructions for data integrity and recovery. Options for receiving support for issues will be provided, along with application upgrade and migration procedures for new versions that are released and adopted by states.

Cloud/Hosting

The Contractor shall supply hosting facilities, equipment and services to those Customers who are not self-hosting these applications or choose a major cloud

hosting provider with a demonstrated track record of high security installations and hold current certificates and audit results meeting industry security standards.

- 1) Hosting shall include responsibility for maintenance of all hardware, software, network connections, back-ups, system and software patches, hardware refreshes, etc. and in the event of a public cloud deployment responsible for their portion of the cloud shared security model and be the primary interface with the infrastructure support teams at the cloud provider to resolve any issues.
- 2) Regardless of hosting being in the cloud or an alternate hosting environment, these baselines must be considered:
- 3) A secure hosting infrastructure of the high Confidentiality (No unauthorized access), high Integrity (No tampering), and high Authenticity (No impersonation). The infrastructure should have no single point of failure and operate with industry standard redundancies.
- 4) The environment, as a whole, should have advanced intrusion-prevention and firewall protection. This should include a defense-in-depth strategy leveraging security and network controls at all points in the infrastructure.
- 5) All hosts, servers and devices should have currently-supported and hardened operating systems that include, as relevant, the latest anti-virus, anti-spam, anti-spyware, and anti-malware utilities. These utilities should be centrally controlled and managed.
- 6) Ability to scale to 1 terabyte of data storage and up to 300 internal users and 100,000 public users including production and staging environments.
- 7) At a minimum, 99% scheduled uptime, excluding planned downtime for maintenance and mitigation.
- 8) Adequate capacity to ensure prompt response to both data inquiry/lookup and data modification transactions, at all times.
- 9) All hardware and software components of the hosting infrastructure should be fully supported by their respective manufacturers at all times.
- 10) A conservative sunset and migration schedule for all hardware and software components, as recommended by their respective manufacturers, at all times.
- 11) The minimum acceptable frequency is differential backup daily, and complete backup weekly. Complete backup-restore and disaster recovery tests from the appropriate media, once per annum.

- 12)Expeditious remediation of any verifiable, infrastructure issues and deficiencies. Adequate monitoring of the infrastructure for issues by compiling event logs, tracking configuration changes, and related best practices for detecting anomalous behavior and activities.
- 13)An aggressive regimen of patch management. All critical patches for operating systems, databases, web services, etc., should be applied within three working days of release by their respective manufacturers, once testing in a staging or pilot environment is complete to prevent interruption to production systems. Vulnerability scans should be conducted regularly to verify patch levels match the manufactures known patches and upgrades.
- 14)Compliance with all Federal and State laws, regulations, statutes, policies, standards, and best practices relevant to internet-based hosting. For example, the security and compliance posture should align with NIST best practices, such as published 800-53 Rev 4 for Security & Privacy controls. All cloud efforts should utilize published best practices guidance for web accessible applications. Data privacy is a critical part of this installation and understanding and ability to meet changing state and federal laws related to data retention should be demonstrated.
- 15)Comply with the Records Retention Schedule of the Contracting Agency, as relevant to the data being hosted remotely.
- 16)Data in the Contractor's custody should never be used, under any circumstances, for any purposes other than those agreed to in the hosting contract.
- 17)In the event of a security breach incident impacting the hosting facilities, notify the Customer project manager within three hours of first knowledge.
- 18)Agree to transfer the data in its custody to another Hosting Contractor at the end of the hosting contract, if deemed to be in AFDO's best interests.
- 19)Submission to scheduled and random security audits, including vulnerability assessments of the hosting infrastructure and/or the application.

Complete cooperation with AFDO's IT staff in the detection of any security vulnerability of the hosting infrastructure and/or the application.

Submit the following detailed reports. All reports should be submitted to the Project Manager. Unless otherwise stated, these reports should be filed initially at the inception of the hosting agreement and subsequently, as noted below, as well as corresponding to every substantive change in the subject matter of the relevant report.

- 1) Uptime and Unplanned Outage Report. This report should be submitted once per quarter.
- 2) Planned Downtime Notice. This notice should be submitted at least one week prior to the event.
- 3) Physical access controls for the hosting site. This report should be submitted initially and when physical access controls or location changes.
- 4) Self-audit on software and hardware modifications, patches applied, etc. This report should be submitted at least twice per annum.
- 5) Backup-restore and disaster recovery procedures should be submitted initially. Backup-restore and disaster recovery test results should be submitted annually.
- 6) Security Breach Incident reporting mechanism should be submitted initially.
- 7) Production Change Management procedure should be submitted initially.
- 8) Password Policy should be submitted initially.
- 9) Event Logging & Auditing practices for Networks, Operating Systems, Applications, and Databases should be submitted initially and upon any change.
- 10) Customer support issues log by state including resolution timeframe, outstanding issues, and other fields as required by AFDO no more frequently than weekly. Each individual state shall receive a report of their states issues also no more frequently than weekly.

CONTRACTOR'S REPRESENTATION:

Contractor warrants that qualified personnel will provide Services in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Contractor agrees that it will not enter any agreement with a third party that might abridge any rights under this Contract. Contractor will serve as the prime Contractor under this Contract. Should AFDO approve any subcontractor(s), the Contractor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Contractors or subcontractors of Contractor may appear for purposes of convenience in Contract documents; and shall not limit Contractor's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Contractor. Contractor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

a) Intellectual Property. Contractor has the right to provide the Services and Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Contractor represents that its Services and Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

b) Inherent Services. If any Services, Deliverables, functions, or responsibilities not specifically described in this Contract are required for Contractor's proper performance, provision and delivery of the Service and Deliverables pursuant to this Contract, or are an inherent part of or necessary sub-task included within the Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided in the Contract, Contractor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Contractor to provide and deliver the Services and Deliverables.

Contractor warrants that it has the financial capacity to perform and to continue perform its obligations under the Contract; that Contractor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Contractor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

Warranty as to Equipment; Hardware. Contractor warrants that the equipment and hardware that it provides pursuant to this Contract, if any, shall be free from defects in materials, in good working order and be maintained in good working order.

AFDO Pricing Sheet

Provide the following pricing to AFDO for the overall systems:

- a) Provide System Support for each of the applications covered by this solicitation. System Support includes the following activities:
 - 1) Help desk support for each application during normal business hours
 - 2) Problem diagnosis and resolution
 - 3) Emergency support for urgent requests
 - 4) Emergency database update requests
 - 5) General support and problem resolution make sure the systems are available and operational during normal business hours

- b) Provide routine maintenance for each of the mentioned applications; Maintenance includes the following activities:
 - 1) Modification of support tables to add/modify/delete data that is not maintained through a user interface available to the user community
 - 2) Break/Fix items identified after an emergency, maintenance or quarterly release
 - 3) Standard information technology housekeeping activities such as ensuring that the software is using a recent version of any frameworks, utilities, open source components or other items upon which the software depends for successful, acceptable operation
 - 4) Emergency fixes identified through reported issues to the Help Desk
 - 5) Maintain licensing of any components, tools, software, that is included in the applications.
 - 6) Provide at least two releases per year to maintain the above mentioned items in this letter paragraph.
 - 7) Provide at testing environment for AFDO for USAFoodSafety and USAPlants to verify release sign-off.

- e) Report on mutually agreed upon key performance indicators and Support Requests that are important to AFDO and Customers.

USAFoodSafety application only: _____

USAPlants application only: _____

Both applications: _____

State Support Pricing Sheet

Provide the following pricing to States for support:

- a) Provide System Support for each of the applications covered by this solicitation. System Support includes the following activities:
 - 1) Help desk support for each application during normal business hours
 - 2) Problem diagnosis and resolution
 - 3) Emergency support for urgent requests
 - 4) Emergency database update requests
 - 5) General support and problem resolution make sure the systems are available and operational during normal business hours
 - d) Coordinate planning meetings with AFDO and Customers. These meetings will be used to monitor contractor performance, ensure that the contractor is working with technical staff to ensure compliance and alignment with technical direction and to work with the Business Users for future enhancements and modifications to the software.
-
- a) Report on mutually agreed upon key performance indicators and Support Requests that are important to AFDO and Customers.

USAFoodSafety application only: _____

USAPlants application only: _____

Both applications: _____

Hosting Pricing Sheet

Provide the following pricing for hosting (see RFP 12. Hosting for more details):

USAFoodSafety application only: _____

USAPlants application only: _____

Describe how hosting services will be provided:

Item Incorporation Pricing Sheet

Provide a description of the pricing process for developing a process to incorporate items developed by other application licensees through other arrangements as requested by AFDO and for transferring new development to and from the Pennsylvania Department of Agriculture as requested.

Enhancements and Modifications Pricing Sheet

Describe a consolidated hourly cost for enhancements and modifications to the applications with and average expected time of resources needed to complete the work.

Cost for AFDO procured overall system enhancement hours procured in advance in the following lots:

Hours	USAFoodSafety	USAPlants	Both Applications
50			
100			
200			
500			
Additional hours above 500			

Note enhancement hours maybe carried between years.

New Implementation Pricing Sheet

Provide a description of e a pricing structure for new implementing of USAFoodSafety and USAPlants. This includes all project steps from business analysis (requirement gathering) to close of project (full implementation).

Evaluation of Proposals:

The evaluation shall be conducted in a multi-tiered approach. Proposals must pass through each round to proceed forward to the next round. Those found to be outside the competitive range in the opinion of the evaluation team will not continue forward to the next evaluation tier. Only the proposers advancing to round 3 will be offered the opportunity to conduct a product demonstration.

Contractors will be evaluated based on the following categories:

Round 1	
Minimum Qualifications	Pass/Fail
Mandatory Functional and Technical Requirements	Pass/Fail
Round 2	Maximum points
*Technical Response/Requirements a) Support Desk b) Testing Plan c) Implementation d) Transition e) Hosting f) Enhancements and development process g) Other major methodologies involved with the support of these applications	300
*Cost Proposal	100
Staffing Plan	200
Round 2 Total	600
Round 3	Maximum points
*Vendor presentation/Management Interview (Functional 50 points, Technical 50points)	200
*References	100
Round 3 Total	300
Grand Total (Rounds 2 and 3)	900

NOTE: A proposer must score a minimum of 30% of the maximum available points in those categories marked with an asterix before proceeding to the next Round and consideration for award.

Round 1: Minimum Qualifications and Responsiveness. AFDO shall first review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial pass/fail review shall proceed to Round 2.

Round 2: Proposal Evaluation AFDO will evaluate proposals that successfully pass through the previous Rounds. Contractors will be evaluated by Pricing, Methodology, Management, Functional and Technical Responses to the RFP. The Pricing Proposal will be scored based on a possible **100** points. The technical response and requirements will be scored based on **300** possible points. Those proposals that cluster within a competitive range in the opinion of the evaluation team shall continue to Round 3.

Round 3: Product Demonstrations, Management Interviews, and References.

After the selection of finalists, AFDO at its sole option, may require that Contractors who remain active and competitive provide a product demonstration and management interview, References will also be evaluated and scored. AFDO will score the demonstrations and management interview with a possible **200** points, and the references with a possible **100** points.

Round 4: Identify Apparent Successful Contractor

Based on the aforementioned evaluation processes, the evaluation committee will produce a ranking of the finalist Contractors. AFDO reserves the right to terminate the process if it decides no proposals meet its requirements. They will evaluate any other findings or factors deemed appropriate for this acquisition and then select and announce the apparent successful Contractor.

The Contractor will be notified in writing of the intent to award the contract. Once AFDO finalizes and issues the contract for signature, the Contractor must execute the contract and provide all requested documents within fourteen (14) business days.

Appendix A – USAFoodSafety Operating Systems

Safe Inspect Technology Components

This section describes the tools used for design, development, and implementation as well as key architectural decisions/constraints.

Development Tools

- Visual Studio 2015-2017.
- Business Intelligence Development Studio 2008.
- SQL Server Management Studio 2017 evergreen version.

Web Site

The Website is an ASP.NET Web Forms project that provides the tools for licensing, workflows, and scheduling of inspections.

- .NET Framework 4.5.2
- ASP.NET Web Forms
- Visual Basic .NET
- C#
- Microsoft Report Viewer
- SQL Server Reporting Services
- jQuery 3.1.1
- jQuery UI 1.10.4
- Bootstrap 3.3.7

Dashboard

The Dashboard is an ASP.NET MVC project that provides a convenient way to way to view various sets of data in the form of various lists and grids.

- .NET Framework 4.5
- ASP.NET MVC
- Entity Framework
- C#
- jQuery 3.1.1
- Bootstrap 3.3.7
- Telerik Kendo UI

Mobile Backend

The Mobile Backend is an ASP.NET Web API project that provides the APIs necessary for the mobile application.

- ASP.NET Web API
- .NET Framework 4.5.2
- C#
- Visual Basic .NET

Database

Depending on the customer, the database may be any version of SQL Server 2008R2 to 2016. The various SafeInspect applications support all version of SQL Server by working with functionality for the lowest version. In addition to SQL Server, a version (2008R2 – 2016) of SQL Server Reporting Services may be deployed on the Database Server.

- SQL Server 2008R2 – 2016
- SQL Server Reporting Services 2008R2 - 2016

Synchronization Client

The Synchronization Client (Common.Framework.POC.UI) is a part of the solution that contains the Synchronization Service project (Common.Framework.Sync). The Synchronization Client communicates with the Synchronization Service to synchronization the client (offline) database with the server database.

- .NET Framework 4.5.2
- C#
- WPF
- WCF
- Microsoft Sync Framework 2.1

Synchronization Service

The Synchronization Service project (Common.Framework.Sync) is a part of the solution that contains the Synchronization Client project (Common.Framework.POC.UI). The Synchronization Service provides the APIs necessary to allow the Synchronization Client to synchronize the client (offline) database with the server database.

- .NET Framework 4.5.2
- C#
- WCF
- Microsoft Sync Framework 2.1

Application Updater Client

The Application Updater Client (ApplicationUpdater.Win) communicates with the Application Updater Service to pull down and deploy application and database updates. The Application Updater Client consists primarily of two components, the Self Updater and the Main Updater. The Self Updater runs first and pulls down any updates for the Main Updater. After the Self Updater is finished, the Main Updater runs to pull down and deploy application and database updates.

- .NET Framework 4.5.2
- Visual Basic .NET
- WPF

Application Updater Service

The Application Updater Service (ApplicationUpdater.Web) provides the APIs necessary to allow the Application Updater Client to pull down application and database updates. The update packages are stored in the “Updates” folder of the Application Updater Service directory. A PackageManager.xml file is used to describe the updates that are available for download by the Application Updater Client.

- .NET Framework 4.5.2
- WCF
- Visual Basic .NET

Application Updater Installer

The Application Updater (Disconnected) Installer is an InstallShield project that houses the Application Updater client and provides a means for installing the client on customer machines.

- Installshield 2015 Limited Edition

Reporting Services

The Reporting solution is a collection of SSRS reports that display data from the database for various customers. The Reporting solution consists of many projects, many of which pertain to distinct customers. The reports are in both rdl and rdlc format. The local reports are used if they need to be executed from the disconnected/offline application.

- Business Intelligence Development Studio 2008

Windows Jobs

The Windows Jobs are console applications that are run by the task scheduler on the web server. There are approximately 20 of these jobs/applications that perform various tasks such as creating reports, generating emails, and sending notifications. The business processes of each console application are separate and have distinct configuration files. Not all jobs/applications are deployed to all customers and they are not included with the website build or deployment processes.

- .NET Framework 4.5.2
- C#
- Visual Basic .NET

Appendix B – USAPlants Operating Systems

Technology Components

This section describes the tools used for design, development, and implementation as well as key architectural decisions/constraints.

Development Tools

- Visual Studio 2017.
- Visual 2013 is used for report designing.
- SQL Server Management Studio 2017 evergreen version.

Web Site

- The web site is built using web forms. The disconnected site configuration is executed by having the site installed on a local laptop along with an install of all the other necessary components.
- The web site is currently using .net 4.6.1
- Visual Basic .Net
- Microsoft Report Viewer
- EntityFramework has minor usage within the application.
- Itextsharp is used for file generation

Services

- Most of the services are built using .asmx which is the service technology that preceded WCF. One or two maybe WCF.
- The services are currently using .net 4.6.1
- The services are hosted within the web site.
- Synchronization Service is in place to push data to configured clients and then make updates to the server database. This uses a custom synchronization process.

Database

About half of the product clients are on SQL Server 2014 with some clients still on 2012. There may be up to six databases for the product configuration.

- SQL Jobs may be different by client; the job is generally firing procedures or executing script files. Some common tasks are:
 - Updating program status updating data it runs daily.
 - Email generation can take place every fifteen minutes.
 - Exporting data to be used in reporting or integration scenarios.
 - Importing data to be used in integration scenarios.

- Procedures and functions are used extensively for all data access by the web site, reports and services.
- SSIS is not used.
- Replication is not used.
- CLR procedures are used for email generation processes.
- Custom defined types are used extensively in the databases.
- Database Synonyms are used for connectivity to the other product databases. This is used heavily and there are a few hundred.

Reporting Services

About half of the product clients are on SQL Server 2014.

- There are subscriptions and jobs and those are custom to the client. There may be overlap between clients but there does not need to be. Some clients may not have subscriptions.
- The reports are stored in source control with one project/folder per client. There is not a base or common set of reports. The unique set of reports is siloed by the customer's configuration. The entire set of reports is not deployed it is a client specific report.
- There are shared assemblies, those items need to be deployed with the reports. Custom security is one of the assemblies.
- Normally there are about 200 reports per client. Roughly 2500 total reports with some potential level of duplication.

Windows Jobs

The windows jobs are executed for various back-end processes and integrations.

- Each client has a bespoke number of Windows Jobs that may be for identical application processes.
- The technology for these jobs can vary between scripting or command line utilities.
- Some of the jobs have the following dependency - FileAttacher, Nspirs Export, Nspirs Transfer
 - Those dependencies are for file transfers.
- There is a batch transmittal jobs for PA.
- Other than file transfers the jobs mostly execute SQL scripts and procedures.
- The server running the jobs need the ability for sqlcmd.
- If there are connectivity processes running, then the jobs server would need to have access to those ports or external endpoints.

Disconnected Application

The disconnected application is the web application and all necessary components as defined by business requirements installed on a laptop. The disconnected application includes a utility that is syncing the data changes up to and down from the master database server of the client.

- The disconnected application includes all the components from the web server and includes a sync utility to execute.
- A reporting server instance is installed on the laptop
- There is not an AppUpdater process for the components on the laptop.
- Not all clients have a disconnected application configuration.
- Each client laptop configuration may be bespoke.
- It is possible that laptops within a client may be bespoke