



Association of Food and Drug Officials

(AFDO)

155 W. Market St., 3rd Floor

York PA 17401

Phone: 717-757-2888

RFI#: AFDO-21-01

**Request for Information
For
System for Agriculture, Food, Health,
E-Inspections and Registration (SAFHER)**

RFI Schedule Summary:

Issue Date	July 27, 2020
Questions Due	August 9, 2020
RFI Response Due by	August 24 th , 2020
Oral Presentations, if requested	Week of September 21, 2020

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

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

Procurement Officer: Kyle

Green Phone: 785-556-0099

Email: kgreen0455@gmail.com

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RFI Overview

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

AFDO is seeking recommendations from the vendor community to address preliminary system and operational requirements for the development of the System for Agriculture, Food, Health, E-Inspections and Registration (SAFHER) system, a national regulatory platform for agriculture, and public health.

This Request for Information (RFI) provides details on what AFDO has identified for system requirements and the programming surrounding both a pilot and full development project. Vendors that provide thorough and insightful responses to this RFI may be invited to meet with AFDO and its governing council to share ideas and strategies that will help AFDO refine its approach to launching the SAFHER project. These recommendations and insights offered by vendors will directly shape the SAFHER vision and future solicitation.

A successful RFP would include an agreement for development and support of the core system used by all state users along with a master contract that individual states could opt into to provide for state specific development, hosting, licensing, and support.

RFI Objectives & Outcomes

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

The new solution will be characterized by customer self-service capabilities and needs to have the following functionality: facility licensing, online renewal and payment processing, product registration, online and offline inspections, mobile technology integration, complaint management, document management, and maintain public inspectional information for programs responsible for regulating human and animal foods (e.g. retail, manufactured foods, milk, produce, pet food, animal feed) and other aligned programs such as lodging, pesticides, and weights and measures

The purpose of this RFI is to invite prospective vendors to submit a response that validates, challenges, or introduces new thinking about SAFHER requirements and the process to develop the new solution. The RFI will also assist in refining requirements for a successor RFP.

The RFI provides vendors with the relevant detail, scope, and overall requirements necessary to provide a response. Next steps for interested vendors will be covered in the Response Directions section and should be informed by the Discovery Technical & Business Requirements section below.

Project Background

USAFoodSafety, USAPlants and related products were developed as a platform for managing the complex processes and compliance requirements associated with the licensing and inspections of human and animal food, pesticides, weights and measures, and other similar health, agriculture and consumer protection regulatory programs. Since its implementation between 2006 and 2010, 20 states utilize the entire or partial AgraGuard software suite. The applications were developed by the Pennsylvania Department of Agriculture (PDA) and licenses were provided to states on the condition that they would provide development enhancements back to PDA and other state participants.

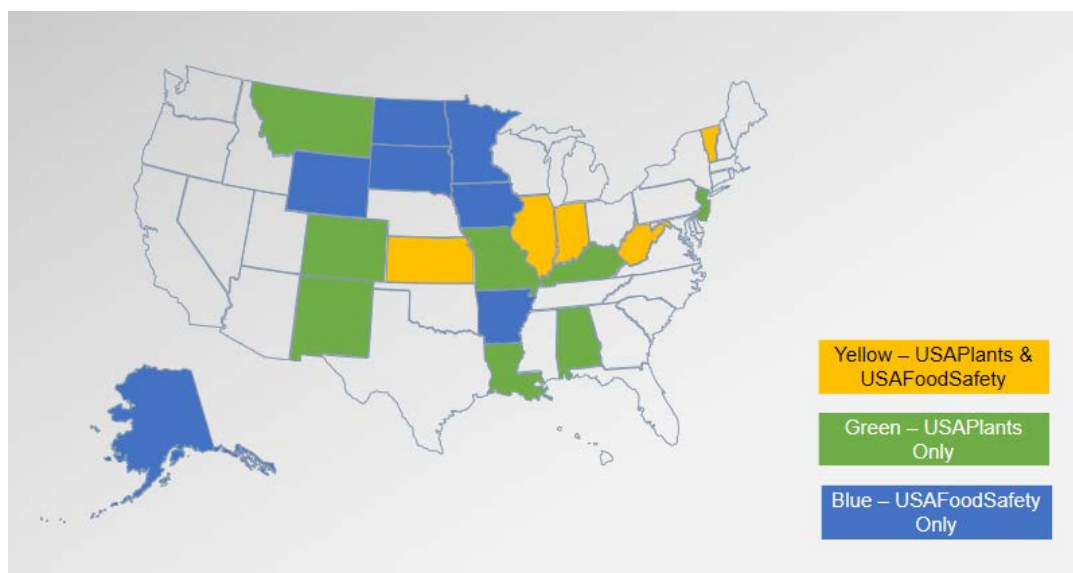


Figure 1: USAFoodSafety/USAPlants States

AFDO is a well-recognized national organization that represents state, territorial, and local food protection regulatory agencies including all the agencies that regulate produce, manufactured foods, and retail foods. The Association’s principal purpose is to act as the leader and a resource to state, territorial, and local regulatory agencies in developing strategies to resolve and promote public health and consumer protection related to the regulation of food, medical products, and cosmetics.

AFDO currently is actively engaged with the Partnership for Food Protection (PFP), Seafood HACCP Alliance (SHA), Food Safety Preventive Controls Alliance (FSPCA), Produce Safety Alliance (PSA), Sprout Safety Alliance (SSA), Association of Public Health Laboratories (APHL), National Association of State Departments of Agriculture (NASDA), and Association of American Feed Control Officials (AAFCO) to assist in the advancement of the development

of a national integrated food safety system. AFDO also has representatives on numerous other public health and food protection focus groups organized to address relevant issues and concerns.

AFDO’s vision for a nationally integrated food safety system(IFSS) was the genesis of the National Food Safety System (NFSS), the PFP, and the FDA’s current efforts in advancing this concept. AFDO routinely provides official comments to published federal initiatives and rulemaking. AFDO also receives and responds to information inquiries from Congressional staffers.

The threads of an Integrated Food Safety System (IFSS) began to be interwoven from the very outset of AFDO. AFDO was founded in 1896 as a nationwide professional association that initially collaborated with state and local officials, and eventually with federal officials, to promote food law uniformity through cooperation and communication. Following are some of the demonstrations of AFDO’s effectiveness in working with federal, state, local, industry, and academic partners, which will be continued and expanded upon through the implementation of the goals and objectives of this cooperative agreement. Further, it shows the breadth of AFDO’s organizational resources, administration, and professional skill sets.

AFDO and the FDA partnered to ensure consistent and stable support when the legacy vendor that developed and maintained the systems announced it was leaving the business in October 2019. Through a cooperative agreement with the FDA, AFDO in conjunction with the AAFCO, developed a Governing Council of state representatives to lead this project and user groups. The Governing Council includes three representatives selected by each application’s user group, three information technology leaders, and representatives from AFDO, AAFCO, and FDA. In fall 2019, the Governing Council with support from AFDO and AAFCO completed a competitive procurement process that resulted in the selection of a support vendor for USAFoodSafety and USAPlants. The vendor was contracted to provide core support to the overall systems as well as a state master contract for states to enter into for individual state support.

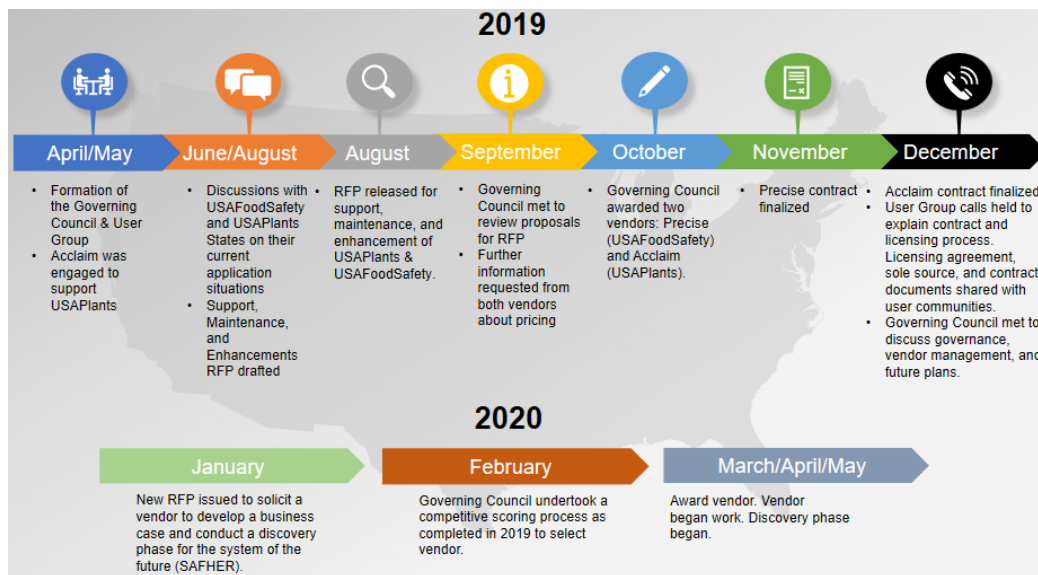


Figure 2: Project Background Timeline

USAFoodSafety and USAPlants are legacy systems that do not adequately address the complex needs of state agricultural programs. AFDO has championed the System for Agriculture, Food, Health, E-Inspections and Registration (SAFHER) initiative to develop a new, national regulatory platform, founded upon modernized technologies, to be employed by state agriculture, food, and health programs. The updated application suite for this program will empower its business users and customers to address their federal and state government requirements while enhancing the experience of each of their state’s residents’ experience.

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

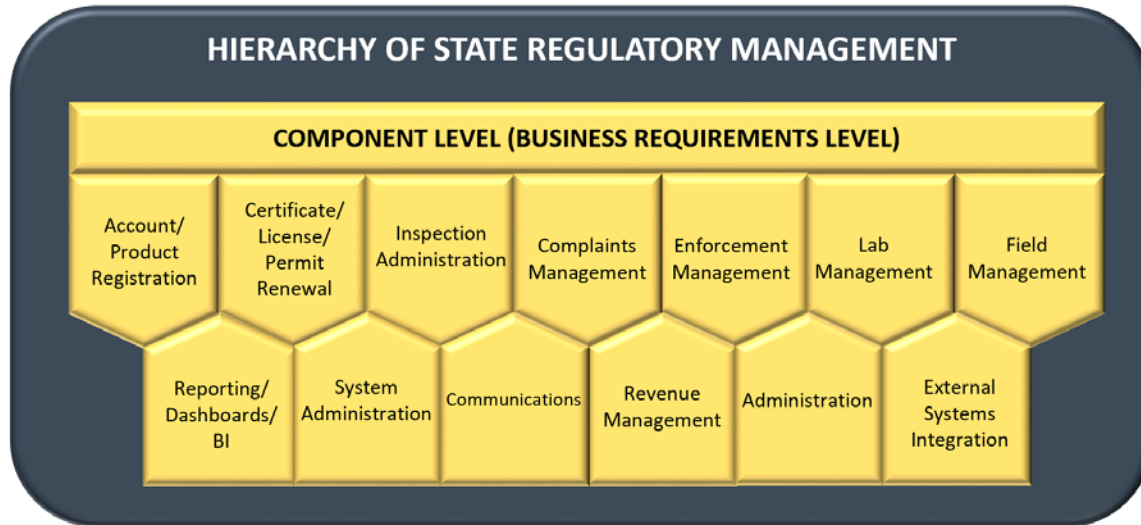
Statement of Needs

At a high level, the SAFHER Platform will need to license facilities (including online renewal and payment processing), register products, perform inspections both online and offline, manage complaints, provide document management, provide public inspection information for programs that are responsible for regulating human and animal foods (retail, manufactured foods, milk, produce, pet food, feed) and other aligned programs such as lodging, pesticides, and weights and measures. Below is a comprehensive list of the programs that the solution will be required to support providing enhanced statewide program interoperability.

PROGRAM LEVEL (INTER-OPERABLE)			
Human Food <ul style="list-style-type: none"> • Eggs • Milk/Dairy • Manufactured Foods • Shellfish • Seafood • Produce • Meat • Retail 	Pesticides <ul style="list-style-type: none"> • Product Administration • Pesticides Applicator Administration • Chemigation • Pesticide Dealers • Sensitive Registry 	Animal Feed <ul style="list-style-type: none"> • Pet Food • Tonnage 	Commodity Management <ul style="list-style-type: none"> • Dealer • Warehouse • Farm Product Dealer
Fertilizer <ul style="list-style-type: none"> • Anhydrous Ammonia • Tonnage • Fertigation 	Social/Charitable Gambling	Horticulture <ul style="list-style-type: none"> • Nursery • Phytosanitary 	Other <ul style="list-style-type: none"> • Apiary • Sweet Potato • Lodging • Organics • Pet Care • Groundwater Inspections • Aquatic (Pool/Spa) • Child Care • Body Art Inspection
	Weights and Measures	Seed <ul style="list-style-type: none"> • Tonnage 	

As a result of the work completed with a number of current USAPlants and USAFoodSafety states, analysis was completed evaluating the existing health, agriculture, and consumer

protection regulatory programs’ management processes and workflows resulting in the development of a hierarchical regulatory framework. This framework distinguishes 13 foundational components (business service groupings) that currently support the varied regulatory programs and will require supporting functionality incorporated into the SAFHER Platform.



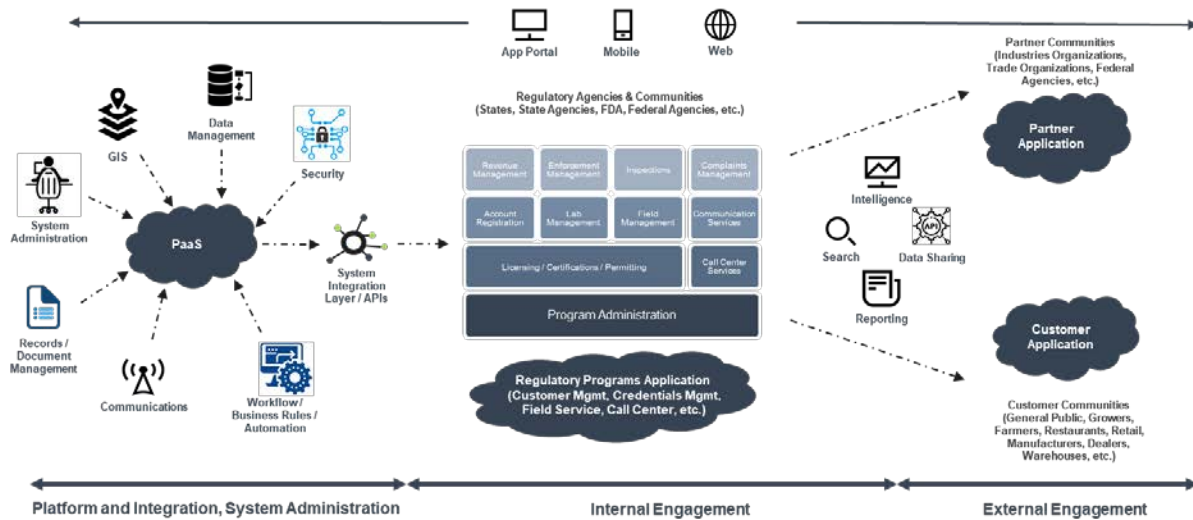
This interstate analysis also resulted in defining a SAFHER Enterprise Architecture that is founded upon developing a cloud-based (PaaS), event-driven platform. With no off-shore work or data retention allowed, the inclusion of PaaS platforms and SaaS solutions that are focused upon customer/credential management and field service capabilities ensures that the utilization of the cloud (hybrid, private or public) will eliminate a significant portion of the burden of localized maintenance. In addition, it will increase the probability of SAFHER’s vision of being nearly future proof while decreasing the risks associated with SAFHER’s over dependency upon a singular volatile, sunseting technology. The solution will require significant integration capabilities, data management capabilities, and multiple program configurations utilizing a highly configurable component and event-driven architecture.

The solution requires the following core architecture:

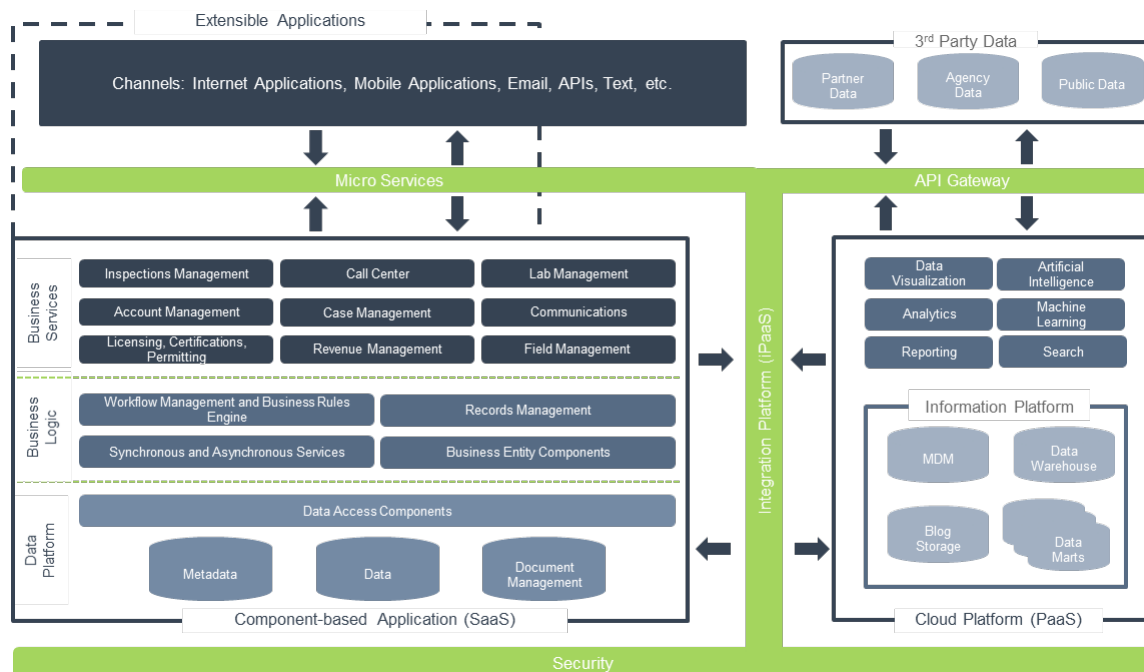
- **Platform as a Service (PaaS):** Private, Public or Hybrid cloud platform providing key components and infrastructure allowing organization to focus on key aspects of developing and delivering applications and services
- **Core Application (SaaS):** Application platform with a focus on Customer Management, Credential Management and Field Service delivered through Software as a Service (SaaS) vendors with mobile, disconnected capabilities
- **Cloud Data Management and Integration Platform as a Service (iPaaS):** Centralized management of data enabling integration across the platform and data-sharing externally to partners and customers through the cloud

- **Event-Driven Architecture:** Architecture which understands and responds to identified events through business rules and workflow automation
- **Component-Based:** Programs will utilize a unique, specific set of components tailored to the program's services

The SAFHER Solution must be designed to support the individual States and State Programs based on the unique social landscape and requirements of the programs. Below is a high-level view of the expected social architecture.



A more traditional, architectural view of the expected solution is below, but vendors are encouraged to showcase their platforms and ability to deliver the SAFHER solution based on their product's architecture and extensibility.



SAFHER Requirements and Vendor Response Questions:

The following criteria and requirements frame SAFHER's core system foundation with individual state level requirements being framed from a subset of this overarching set of criteria and requirements.

Based on your experience and AFDO's preliminary vision, please provide:

- a. Your perspective on how your product, service or both align with each category.
- b. Specific feedback to draft requirements as you see fit (e.g., suggested revisions to requirements, eliminations, new requirements).
- c. Recorded demonstrations of USAFS and USAPlants can be made available by contacting the Procurement Officer.
- d. In addition to development of the solution, the vendor will be responsible for providing hosting solutions and help desk functions for internal users.

Please respond with your perspective on how your product, service or both align with the Following SAFHER Business/Technical Criteria and Business Requirements

Business Criteria

Pricing and Billing

- i. What types of licenses do you offer?
- ii. What are your variety of pricing and packaging options for the services and/or license costing models?
- iii. What are your maintenance and operational support costs and models?
- iv. Which cost elements of your contracted services are the most variable and are potentially the costliest?
- v. Do you have any feedback on managing a contract that allows for the development of the core system and ongoing support of the core system in parallel to a separate opt-in master contract for states to add their individual state development and support?
- vi. Do you have feedback on how you would manage the complexity associated with the ongoing development and support of the variable state configurations and implementations?
- vii. Please explain what is included and not included in your proposed SAFHER solution?
- viii. Do you include documented true-up processes where AFDO or a state can readily add or delete users or services?

- ix. Do you offer discounts for government, non-profits, long-term contracts and/or large-scale deployments?
- x. What type of billing types and billing reporting capabilities do you offer including can you consolidate multiple accounts into a single billing report?
- xi. Do you offer transparent methods providing real time visibility into costs, based on usage stats?
- xii. Do you offer recommendations for cost efficiencies based upon usage of services?
- xiii. Can you provide metrics to support ROI calculations?

Service Levels and SLAs

- i. Does your definition of downtime start when service is unavailable or degraded?
- ii. Is your scheduled maintenance process limited and communicated in advance?
- iii. Do you have uptime guarantees?
- iv. Do you support SLAs that would protect state agencies from data loss?
- v. Do you support Recovery Point Objective (RPO) and Recovery Time Objective (RTO) SLAs?
- vi. Do you offer service credits/refunds for outages?
- vii. What is the notification window to submit SLA miss claim?
- viii. All ownership rights to data, inputs and outputs remain with AFDO and the individual state, can you accommodate this?
- ix. Do you support SLAs that include performance, issue resolution, request and audit metrics detailed standards?
- x. Do you have a documented SLA escalation process?
- xi. Are terms and conditions of contract tied to SLAs?
- xii. Do you have a notification process of an SLA miss?

Support and Communication

Please use the bulleted list to respond to the following question(s):

Are you able to meet each requirement? If you cannot meet the requirement(s), please identify which requirement(s) and explain why. Will any of the requirements have significant impact on cost?

AFDO foresees the following requirements/needs being implemented to support the SAFHER platform:

- AFDO and the state agencies have access to a service health and SLA status dashboard
- Provide 24/7 Tier 2 support with a 30-minute response via email and telephone
- Offer Tier 1 support options
- Offer with live-human-support located within the United States to each contracted entity
- On-line self-service support free or included with standard service contract
- Offer an on-line incident management system available to AFDO and state agencies for identifying, submitting and tracking service incidents and approved enhancement requests
- Offer customer controls for the platform's application of patches, upgrades, releases and changes to any service offering
- Provide 6 months of service health history
- Documented support processes and procedures for 3rd party application integration
- Offer initial and ongoing trial and/or proof-of-concept options (including as part of release management) with associated transparent and documented testing procedures
- Documented incident prioritization procedures
- Documented incident response processes and procedures
- An assigned support manager and account representative available to AFDO and each state agency

Other Questions:

- i. How do you engage a user community to ensure that stakeholders drive the direction of the SAFHER Platform?
- ii. How would you integrate states and AFDO into an advisory panel?
- iii. Do you have a documented change management processes and procedures? Please explain.
- iv. Do you have an application migration and implementation approach/strategy, including all testing phases? Please explain.
- v. Do you have a documented operational readiness and training approach/strategy? Please explain.
- vi. Do you have a premium support model option and what does this include?
- vii. Do you offer professional services for implementation, support and deployments? Please explain.

Technical Criteria

Identity

Please use the bulleted list to respond to the following question(s):

Are you able to meet each requirement? If you cannot meet the requirement, please identify which requirement(s) and explain why. Will any of the requirements have significant impact on cost?

AFDO foresees the following requirements/needs being implemented within the SAFHER platform:

- Administrative web interface
- Batch import interface
- Directory synchronization capabilities
- JSON/REST user management APIs
- Non-JSON/REST user management APIs
- Security Assertion Markup Language (SAML)
- Multi-factor authentication
- OAuth2 authentication
- OpenID Connect supported on top of the OAuth2 protocol
- Authorization Policy Management web interface
- Granular authorization support
- Entitlement Policy Management web interface
- Role-based identity and access support
- Delegated administration options
- A documented, enforceable and available privacy policy
- Cross domain identity management (SCIM) support
- Federated access model or a proprietary access API

Integration

Please use the bulleted list to respond to the following question(s):

Are you able to meet each requirement? If you cannot meet the requirement(s), please identify which requirement(s) and explain why. Will any of the requirements have significant impact on cost?

AFDO foresees the following requirements/needs being implemented within the SAFHER platform:

- Data access APIs including support for Business Rules and Intelligence tooling integration/connectivity
- Suite of business function APIs
- Suite of operational APIs
- Bulk import/export APIs
- Native application connectors or common integration platforms (on-premises/iPaaS)
- Development center that exposes documentation for all APIs with any access to SDKs
- Support hybrid or private cloud deployment
- Access to SDKs including command line interfaces (CLIs) and wrappers for programmatic interfaces
- Cloud extensibility through scripting
- Support platform-initiated events and notifications
- Support messaging based asynchronous interactive bidirectional APIs
- Support a developers' training program
- Utilize marketplaces for extensions and preconfigured integrations
- Support native application connectors
- Provide an embedded integration platform
- Provide extensible UI/UX for use in UI integrations or mashups
- Required 3rd Party interfaces include Payment, data sharing, information application concentrator (Alstar), interagency interfaces and others.

Other Question(s):

- i. Generally, how do you approach integration with other applications what tools would you propose within your solution that support flexible integrations with multiple systems?

Management

Please use the bulleted list to respond to the following question(s):

Are you able to meet each requirement? If you cannot meet the requirement(s), please identify which requirement(s) and explain why. Will any of the requirements have significant impact on cost?

AFDO foresees the following requirements/needs being implemented within the SAFHER platform:

- Web-based management console support to manage users and data
- Documented governance/oversight policies/processes including operational (IT), managerial, project management, data, security, system integration and communications
- Documented conversion, migration and data cleansing approach/strategy
- Real-time thresholds and alerts including customer specified thresholds and alerts
- Provide usage and data tracking tools
- Allow for rapid elasticity
- Bulk export of users and permissions capabilities
- Provide performance monitoring services that enable customers to customize their monitoring metrics
- In a hybrid cloud environment, the user is provided single-console management capabilities
- Maintain six months or more of change management history
- Performance monitoring service that provides predefined action event

Other Question(s):

- i. Would your proposed solution require any special hardware, firmware, software or peripherals?
- ii. Will your proposed solution execute on IOS, Microsoft and Google Platforms?
- iii. Which versions of the operating systems are required?

Security

Please use the bulleted list to respond to the following question(s):

Are you able to meet each requirement? If you cannot meet the requirement(s), please identify which requirement(s) and explain why. Will any of the requirements have significant impact on cost?

AFDO foresees the following requirements/needs being implemented within the SAFHER platform:

- Documented breach disclosure policy
- Documentation describing your physical security policies and procedures
- Provide investigative support in case of a breach or data compromise
- Provide reputation and reference documentation
- Provide 3rd party security assessment reports including findings and controls
- Provide administrative access and audit logs for enterprise data and user information for you internal administrators
- Provide hiring and screening policies and practices for staff members who have access to enterprise data and user information
- APIs/open interfaces secure and encrypted
- Encrypt tenant data at rest (on disk/storage)
- Provide access control support for documents, files and overall content
- Provide configurable content hygiene (e.g. antivirus and antispam [AV/AS])
- Provide 3rd party investigative support in case of breach or compromise of data or users
- Support Federal Information Security Management Act (FISMA) certification
- Support Payment Card Industry (PCI) compliance
- Support customer configurable data loss prevention (DLP)
- Permit/conduct/report on application layer vulnerability scans
- Perform regular penetration tests
- Provide documented intrusion prevention and detection capabilities
- Provide documented denial of service (DDoS) prevention capabilities
- Provide standards based or open APIs for managing client-controlled encryption keys
- Support CJIS (criminal justice information systems) compliance (CJIS Compliance may not be required in final system)
- Support FedRAMP (Federal Risk and Authorization Management Program) compliance

Other Question(s):

- i. How are privileged and administrative access controls implemented and managed?
- ii. What type of multi-tenant controls do you provide for separation of users and data within the cloud service?
- iii. How do you encrypt data in-transit?

Storage

Please use the bulleted list to respond to the following question(s):

Are you able to meet each requirement? If you cannot meet the requirement(s), please identify which requirement(s) and explain why. Will any of the requirements have significant impact on cost?

AFDO foresees the following requirements/needs being implemented within the SAFHER platform:

- Documented high-availability and disaster recovery (support for BCP) policies and procedures
- Documented data eradication policies, procedures and practices
- Support NIST (National Institute of Standards and Technology) data sanitization standards surrounding retirement of storage devices (Special Publication [SP] 800-88)?
- Clearly define and provide reasonable storage limits per service, group and/or user
- Support capabilities to surpass service storage limits
- Provide and publish locations of the data centers that will be storing SAFHER data (by state instance)
- Customers can dictate data locale residency
- Provide documentation of the infrastructure providing services (e.g., hardware, software, operating system, technology platform, virtualization software)
- Provide architecture diagrams of the provided services
- Support bulk data import and export/extraction from provided services
- Provide user configurable data archiving and e-discovery offerings

Network

Please use the bulleted list to respond to the following question(s):

Are you able to meet each requirement? If you cannot meet the requirement(s), please identify which requirement(s) and explain why. Will any of the requirements have significant impact on cost?

AFDO foresees the following requirements/needs being implemented within the SAFHER platform:

- Private network connectivity between all data centers
- Documented user firewall considerations and required configurations
- Provide a documented capacity planning approach for user consumption
- Annually publish and test average performance and service latency
- Ability to directly connect with states' data centers without employing the internet
- Provide real-time performance network monitoring services
- Provide a description of your network and internet topology
- Provide a graphical distribution of applications with user access routing logic based upon their physical location
- Support any partnership with WAN optimized service vendors
- Support any partnerships with cloud security gateway or cloud access security brokers (CASB)

Additional SAFHER Feature/Function Requirements.

AFDO has collected almost 700 detailed functional requirements that are continually being refined and developed, we expect the responses received from this portion of the RFI will assist in further refining the list of requirements.

Feature/Function Requirements Needing Further Information

On these requirements, please provide your perspectives and feedback on the following SAFHER specific feature/function requirements and how your solution may address them.

- a. SAFHER will be comprised of an overarching core platform that serves as the superset of services individual states will employ to construct their unique, configured deployed version of SAFHER. State level SAFHER instances are comprised of a subset of services available in the SAFHER core platform.
- b. The SAFHER Platform needs to be highly configurable at the state and program level (as noted in the business criteria) including UI/UX look and feel/navigation and workflow management.
- c. The SAFHER Platform will require a robust reporting system with reports and queries simply developed at the end-user level.

- d. The SAFHER Platform will require the ability to work with mobile devices in a disconnected mode with disconnected record sets in regions that may not have wifi or cellular service available.
- e. The SAFHER Platform will need to be easily configurable for multiple differing programs and should provide for maximum flexibility at the state administrative level.
- f. Workflow configurability by program and business service component is required at the state and program levels.
- g. Individualized configurability and personalized UI/UX design capabilities are required at the state and program levels.
- h. Business rules management, along with workflows and UI/UX navigation, require self-service administrative managerial consoles and fluid configurability.
- i. The SAFHER Platform will require scheduling and calendaring management capabilities at various administrative and program levels.
- j. Business structure hierarchy tracking will be required to relate facilities and firms to parent corporations along with relationships such as franchises (Note: This includes the ability to indicate if the corporation and facility/firm are the same as not all facilities/firms tie back to parent corporations).
- k. Will you have assigned support team member available to brainstorm, troubleshoot, guide and assist states in incorporating enhanced processes and workflows that would enable a more successful long-term implementation of the proposed SAFHER solution. These may include incorporating lean operational continuous improvement (e.g. Kaizen) methods, value stream mapping and overall process/workflow improvements.
- l. Administrative data management capabilities include role-based field level security, user defined field management, data type table management, data format and scope validation and master data value/relationship management.
- m. Field/remote disconnected work capabilities (as noted in technical criteria) are required for SAFHER with various types of mobile devices.
- n. Electronic payment support using standard methods with the ability to refund costs and/or reverse transactions (e.g. bounced checks, delayed ACH rejections, contested credit card transactions) including having separate API implementations to connect to external payment processing systems as required by state.

On these requirements are you able to meet each requirement? If you cannot meet the requirement(s), please identify which requirement(s) and explain why. Will any of the requirements have significant impact on cost?

- a. 3rd party application integration (see API notes in technical criteria) will be required to potentially interface with federal agency data exchanges, information aggregators, lab management systems, state accounting systems, payment management systems, intra-state agencies and others.
- b. The vendor will develop a minimum IT and security requirements for the solution as noted above in technical criteria.
- c. The vendor will require hosting the solution in a secure manner for a system that may include personally identifiable information and confidential business information. (as noted above in technical criteria).
- d. The SAFHER Platform will require the ability to support varied types of mobile devices using cellular or wifi networking infrastructures.
- e. The ability to exchange data securely with 3rd party external systems using technologies described above in the technical criteria.
- f. Sectioning a state into geographic regions/territories is required at the intra-state program level and individual entity level assigning of exceptions
- g. Field management and administrative capabilities include GIS mapping and managerial requirements.
- h. The SAFHER Platform will require both agent and product administration/tracking at the program level.
- i. Being an event driven system, SAFHER will require detailed transaction/change logging, audit and reporting capabilities.
- j. Search/Query and data filtering functionality will be required over numerous data types and numerous data levels.
- k. The SAFHER Platform will require the ability to configure, send and receive automatic notifications for both internal and external users.
- l. Since Continuing Education Units (CEU) are critical to multiple programs, the SAFHER Platform needs to be able to capture, track, store, and apply testing and continuing education credits to the correct credit holder.
- m. Document attachment, upload and retention of all commonly used file types (JPG, PDF, PNG,XLS, DOC,CSV, etc.) for inspection, product and other key program level functions in both online and disconnected work modes will be required.
- n. Solution must be collaboration and document authoring tools agnostic supporting, at a minimum, Google applications and Microsoft Office.

- o. The solution requires the ability for platform to generate a prioritized inspection "Do List" (including at the inspector, program, and agency levels) and for inspectors to plan inspection schedules (e.g. on a calendar) on a daily, weekly, or monthly basis.
- p. The solution requires the ability for platform to generate risk level/score (e.g. (high, medium, low) and ability to prioritize and auto-set inspection frequency based on risk level/score and inspection results.
- q. The solution requires the ability for the platform to securely make inspection report information available to the public and facility/firm (Note: This must work with state information request laws and should not be available to the public unless it is to request information).
- r. The solution requires the ability to subdivide states into regions/territories (Note: This must be dynamic and will vary by state and programs within states).
- s. The solution requires the ability for mapping capabilities to pinpoint inspection locations (including but not limited to farms, fields, greenhouses, lots, facilities/firms, etc.) using latitude/longitude coordinates and/or physical address on a map.
- t. The solution requires the ability to track complaints connected to facilities/firms (to include businesses, entities, sites, and locations) and inspections (including historical complaints).
- u. The solution requires the ability to enter a complaint (manually, online, or via mobile device) and applicable complaint details within the platform (who, what, where, etc.).
- v. The solution requires the ability to create a traceback or traceforward flow chart (supply chain schematic) including point of service, distributor, invoice numbers, date(s) the product was received, etc..
- w. The solution requires the ability to generate timelines associated with recalls, including counts ((number of items under recall, number collected, number outstanding).
- x. The solution requires the ability to link enforcements back to an inspection, investigation, or case (including the ability to support cases which may include multiple inspections and may include earlier enforcement actions (repeat offenders)).
- y. The solution requires the ability to purge and/or archive data based on retention requirements (which will vary depending on agency and program).
- z. The solution requires the ability to automatically identify data that has reached its retention threshold, including ability to send notifications indicating data has been identified as reaching its retention threshold and batch removal of such data.
- aa. The solution requires the ability to implement mechanisms to protect sensitive or confidential information from access by unauthorized persons (protected/sensitive data protections extend to data extracted through data query/report methods).

- bb. The solution requires the ability to readily redact sensitive and/or confidential information (Note: Redaction means the ability to show or not show specific data fields and does not include the redaction of words in the body of the text).
- cc. The solution requires the ability to support multiple types/classes of users (including the ability for each user class/type to have different permissions and access based on job function and the principle of least privilege).
- dd. The solution requires the ability for specific states to delegate administrative and operational functionality to their counties to serve as their agents in the regulatory process.

Response Directions

1. Technical Response

a. Cover Letter

- i. Introduce your company and response via cover letter.
- ii. Clearly identify:
 - Response Name
 - RFI #
 - Responding Vendor's
 - Name
 - Address
 - Phone
 - Email

b. Table of Contents

- i. Page # for listings below

c. Project Management, Methodology, and Implementation

- i. Submit detailed information regarding your approach and the methodology you will employ in addressing the business and technical requirements.

d. Response to Questions

- i. Please ensure responses to all questions are outlined in Current Business and Technical Requirements

- What is your experience in developing and deploying similar solutions? Provide us experience with enough explanation and case studies. Provide background on your organization.
- When implementing a platform in a new business area how do you gain subject matter experts in the area?

- Provide an overview of your technology practice and software platforms including the number of employees supporting various solutions and services.
- Provide an overview of your approach to a help desk during development, implementation and post implementation.

e. Timeline Response

- Provide general feedback on possible timeframes for estimating, developing and implementing the SAFHER platform.

2. Cost Response

- Provide a cost proposal for all aspects of the scope outlined in this RFI, please note specific responses will not be made public, but aggregate and range information may be provided. To facilitate this process a deidentified version of the cost proposal should also be submitted.

The cost proposal needs to be completed and submitted utilizing the provided “Vendor Cost Estimation Sheet”. When completing the sheet, estimated costs are allocated separately from the core system and three state representative profiles that model many of the key states AFDO anticipates will be adopting the SAFHER solution. The three states’ profiles include:

	State Profile A	State Profile B	State Profile C
User Count *	Internal Non-Customer Logins: 188 ; External Customer Logins: 7,641 plus public read access.	Internal Non-Customer Logins: 66 ; External Customer Logins: 13,363 .	Internal Non-Customer logins: 143 ; External Customer Logins: 15,179 .
Hosting	Vendor hosted production and UAT environment,	State hosted production. State does not host UAT environment.	State hosted production, UAT environment, code validation, and deployment handled by state alone.
Programs	Programs: 6 : a. Retail b. Manufacturing c. Lodging d. Social Charitable Gambling License/Amusement Devices e. Home Bakeries f. Vending	Programs: 5 : a. Animal Feed b. Seed c. Pesticide d. Nursery (greenhouses) e. Grass – Noxious Weed Program/Johnson Grass	Programs: 4 : a. Animal Feed (Manufacturer, Distributor) b. Retail c. Manufacturing d. Lodging e. Produce (Future) f. Eggs (Future)

Modules	Modules: 13:	Modules: 7:	Modules: 10:
	<ul style="list-style-type: none"> a. Licensing b. Inspections c. State Forms <ul style="list-style-type: none"> • Processing • Retail (restaurants, groceries) • Temporary events • Farmer’s Market • Mobile (food trucks) • Unattended d. Complaints e. Enforcements f. Online Renewals g. Dashboard h. Emergency Events i. Certificate of Free Sale j. Sampling k. Mobile application (utility app/public app) l. Ad Hoc Reporting (don’t currently use) m. Reports within application n. Public Search 	<ul style="list-style-type: none"> a. Licensing, Registration/Tonnage <ul style="list-style-type: none"> • Licensing includes feed/seed/ pesticides nursery • registration includes feed/pesticides • tonnage is for feed only • inventory of county commissioner b. Inspections <ul style="list-style-type: none"> • Feed Forms • State: NOI, inspection & samples, firm assessment • Federal: forms 482, 483, OEI, 481 • Seed Forms • State: NOI, inspection, samples) c. Complaints for feed & seed d. Enforcements for feed & seed e. Online licensing including <ul style="list-style-type: none"> • nursery/pesticide /feed/seed • new pesticides applications/ insurance/liabilities, very in-depth, 5 different forms, 2nd stage reviews f. Online renewals (all other programs) 	<ul style="list-style-type: none"> a. Licensing/Registration/Tonnage b. Inspections <ul style="list-style-type: none"> • Feed State Forms: NOI, inspection, samples, complaints • FDA Feed Forms: 482, 483, OEI, 481, BSE Checklist • Food Forms: retail (one form for everything), limited scope PC, processing/storage, lodging, produce, eggs c. Enforcements d. Complaints e. Sampling f. Online renewals g. Reports within applications h. Dashboard i. Ad hoc reporting

		using this feature) g. Sampling for feed/seed	
*Internal users have login access to all modules above *External users have login access to online renewals and online licensing			

- b. Vendor may refer to the Task number only in responding to the pricing for each component
- c. Provide a T&M rate card for various resources required for this kind of engagement for any scope change or additional future work.
- d. Please note that all estimates should be made based upon resources committing to a professional working day (i.e. 8 hours per day).

Response Submission

1. Submitting Response

- a. Notify AFDO through an email to the Procurement Office at least 5 days before August 24, 2020 to receive further submission instruction.

2. Submission Items

- a. Technical Response & Timeline
- b. Cost proposal
- c. Deidentified cost proposal

3. Electronic Proposal Response Instructions.

- a. Vendors who submit an email to the Procurement Officer will be given instructions to electronically submit their proposals to a FTP site.
- b. Electronic responses must be uploaded with “Cost Proposal” or “Technical Response” with the RFI number and closing date in the title of the document.
- c. Responses not in possession of the Procurement Officer at the time of the response deadline may be returned to the Vendor and will not be considered

4. Questions/Addenda

Requests for clarification of the response event must be submitted in **WRITING** to the Procurement Officer by 5:00PM EST York, PA time on August 9, 2020 to the following address:

Procurement Officer: Kyle Green

Telephone: 785-556-0055

E-Mail Address: kgreen0455@gmail.com

Address: 155 W Market St, 3rd Floor, York, PA 17401

- 5. Failure to notify the Procurement Officer of any conflicts or ambiguities in this RFI may result in items being resolved in the best interest of AFDO. Any modification to this response event shall be made in writing by addendum

6. Responses to all questions will be posted online periodically or no later than seven (7) days prior to submission date August 24, 2020.

7. 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

8. Vendor Invitation

Vendors that provide thorough and insightful responses to the RFI may be invited to meet with AFDO to expand upon their recommendations to help refine AFDO's approach to delivering SAFHER's requirements. AFDO currently anticipates setting up interviews approximately two to three weeks following RFI submission. Any such meetings will be conducted virtually.

9. 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-21-01

10. Cost of Preparing Response

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

11. Modification of Response

A responder may modify a response 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 responses.

All other documents pertaining to the response (tab sheet, individual responses, proposals, contract, etc.) are not available unless otherwise required by law. **Disclosure of Response Content and Proprietary Information**. All responses become the property of AFDO. AFDO reserves the right to destroy all responses if the RFI is withdrawn, or in accordance with procurement policies.

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

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 response. Pricing information is not considered proprietary and the responder's entire response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main response and clearly labeled, in a separate electronically submitted file. The responder shall provide

detailed written documentation electronically 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.

Individual cost proposals will not be made public. The cost proposals maybe used to develop ranges of cost that would be made available publicly.

12. Exceptions

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

AFDO Terms and Conditions

The following are presented for responders to be aware of the likely terms and conditions to be presented in a successor RFP.

1. Contract

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

2. Contract Documents

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

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

- i. Written modifications to the executed contract;
- ii. Written contract signed by the parties;
- iii. The Response Event documents, including any and all amendments; and
- iv. Vendor's written offer submitted in response to the Response Event as finalized.

3. Contract Extension

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

4. Initial Term – Work Commencement

The Vendor shall commence work under this Contract by TBD or earlier if states and AFDO are in agreement.

5. 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.

6. 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.

7. 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.

8. Termination for Cause

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

- i. the Vendor fails to make delivery of goods or services as specified in this contract;
- ii. the Vendor provides substandard quality or workmanship lacking the degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature;
- iii. the Vendor fails to perform any of the provisions of this contract, or
- iv. the Vendor substantially falls behind on progress as defined in the SOW as to endanger performance of this contract in accordance with its terms.

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

9. Termination for Convenience

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

10. Rights and Remedies

- a. If this contract is terminated, AFDO, in addition to any other rights provided for in this contract, may require the Vendor to transfer title and deliver in the manner and to the extent directed, any completed materials. AFDO shall be obligated only for those services and materials rendered and accepted prior to the date of termination.
- b. In the event of termination, the Vendor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by AFDO subject to any offset

for actual damage.

- c. 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.

11. Remedies Not Involving Termination

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

12. Suspend Performance Remedy

Suspend Vendor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by AFDO without entitling Vendor to an adjustment in price/cost or performance schedule. Vendor shall promptly cease performance and incurring costs in accordance with the AFDO directive. AFDO shall not be liable for costs incurred by Vendor after the suspension of performance under this provision.

13. Withhold Payment Remedy

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

14. Deny Payment Remedy

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

15. Removal Remedy

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

16. Intellectual Property Remedy

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

17. Debarment Remedy

- a. Since Federal Funds will be used to pay for this support, the Vendor that receives the award must be registered in SAM (System for Award Management), a database that contains information

about all approved government Vendors. If a Vendor wants to respond to government contracting jobs, it must be registered in this database. Registration can be done by going to www.Sam.gov and following the instructions. Once registered with SAM, Vendor will receive a CAGE code (Commercial and Government Entity Code), which is the identifier that represents Vendor in the SAM database.

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

18. Hold Harmless

- a. The Vendor shall indemnify AFDO against any and all loss or damage arising out of the Vendor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.
- b. AFDO shall not be precluded from receiving the benefits of any insurance the Vendor may carry which provides for indemnification for any loss or damage to property in the Vendor's custody and control, where such loss or destruction is to AFDO property. The Vendor shall do nothing to prejudice AFDO's right to recover against third parties for any loss, destruction or damage to property.

19. Force Majeure

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

20. Assignment

- a. Neither Party shall assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the other Party. Each Party may reasonably withhold consent for any reason. This includes all sub-contractors or other entities eligible to receive remuneration under this agreement.
- b. This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Vendor without the prior written consent of AFDO.

21. Third Party Beneficiaries

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

22. 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.

23. Injunctions

Should AFDO be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of AFDO, Vendor shall not be entitled to make or assert claim for damage by reason of said delay.

24. Sub-Contractor

The Vendor shall be the sole source of contact for the contract. AFDO will not subcontract any work under the contract to any other firm and will not deal with any sub-contractors. The Vendor is totally responsible for all actions and work performed by its sub-contractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any sub-contractors.

25. Independent Contractor

- a. 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.
- b. The Vendor accepts full responsibility for payment of unemployment insurance, workers' compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

26. Worker Misclassification

The Vendor and all lower tiered sub-contractors under the Vendor shall properly classify workers as employees rather than independent Vendors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

27. Immigration and Reform Control Act of 1986 (IRCA)

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

28. Form

- a. With the submission of this response, the Vendor hereby certifies without exception that such Vendor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at AFDO's option, may subject the contract to termination for cause and any applicable damages.
- b. Unless provided otherwise herein, all Vendors are expected to be able to produce for AFDO any documentation or other such evidence to verify Vendor's IRCA compliance with any provision, duty, certification or like item under the contract.

29. Proof of Insurance

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

30. Conflict of Interest

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

31. Nondiscrimination and Workplace Safety

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

32. Confidentiality

The Vendor may have access to private or confidential data maintained by AFDO to the extent necessary to carry out its responsibilities under this contract. Vendor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the requirements. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either Party except as authorized by statute, either during the period of the contract or thereafter. Vendor agrees to return any or all data furnished by AFDO at the request in whatever forms it is maintained by Vendor. On the termination or expiration of this contract, Vendor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by AFDO, shall destroy or render it unreadable.

33. Environmental Protection

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

34. Care of Property

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

35. Prohibition of Gratuities

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

remuneration of any kind as part of this contract.

36. Retention of Records

- a. Unless a different period of time is specified in writing, the Vendor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.
- b. 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.
- c. The Vendor agrees that authorized representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of using agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to AFDO.

37. Off-Shore Sourcing

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

38. Indefinite Quantity Contract

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

39. Prices

Prices shall remain firm for the base term. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to AFDO. Failure to provide available price reductions may result in termination of the contract for cause. AFDO reserves the right at a later date to accept the pricing on the non-awarded application.

40. 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.

- a. Payments shall not be made for costs or items not listed in this contract.
- b. Payment schedule shall be on a frequency mutually agreed upon by both the client(s) and the Vendor.
- c. AFDO shall be billed monthly in arrears for services provided under this agreement to AFDO as outlined in the contract.

41. Federal, State and Local Taxes

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

42. Debarment of Vendors

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

43. Materials and Workmanship

- a. The Vendor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.
- b. The Vendor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Vendor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of AFDO said issue is due to imperfection in material, design, workmanship or Vendor fault.

44. 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.

45. Implied Requirements

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

46. Submission of the Response

Submission of the response will be considered presumptive evidence that the responder 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 response for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by Vendor at no additional cost to AFDO.

47. Inspection

Vendor shall permit AFDO or the federal government and any other duly authorized agent of a government agency to audit, inspect, examine, excerpt, copy, and/or transcribe Vendor's records related to this Contract during the Record Retention Period of three (3) years following a termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. AFDO reserves the right to inspect the work at all reasonable times and places during the Contract Term, including any extensions or renewals. If the work fails to conform to the requirements of this Contract, AFDO may require Vendor to promptly bring the work into conformity with Contract requirements, at Vendor's sole expense. If the work cannot be brought into conformance by re-performance or other corrective measures, AFDO may require Vendor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

48. Monitoring

Vendor shall permit AFDO, the federal government and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Vendor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by AFDO shall be performed in a manner that shall not unduly interfere with Vendor's performance hereunder.

49. Final Audit Report

If an audit is performed on Vendor's records for any fiscal year covering a portion of the Contract Term, Vendor shall submit a copy of the final audit report to AFDO. Vendor shall ensure the provisions of this paragraph apply to any subcontract related to performance under the Contract. Vendor shall, at Vendor's sole expense, reconstruct any records not preserved or retained as required by this paragraph.

50. Acceptance

No contract provision or use of items by AFDO shall constitute acceptance or relieve the Vendor of liability in respect to any expressed or implied warranties. All deliverables will be reviewed by the AFDO and Vendor's Project Managers prior to final acceptance. If any revisions are needed, AFDO will have ten (10) business days to provide the Vendor with revisions/comments. The Vendor will assume acceptance of the deliverable after 15 business days.

51. Information/Data

Vendor shall make, keep, maintain, and allow inspection and monitoring by AFDO of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications, pertaining in any manner to the work or the delivery

of Services or Goods hereunder. Vendor shall maintain such records until the last to occur of: (a) a period of three (3) years after the date this Contract expires or is sooner terminated, or (b) final payment is made hereunder, or (c) the resolution of any pending Contract matters, or (d) if an audit is occurring, or Vendor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the “Record Retention Period”).

52. Certification of Materials Submitted

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

53. Outgoing Transition Assistance

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

54. 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.

55. 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.

56. 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.

57. Information Security Requirements

- a. The Vendor agrees to follow industry best practices, policies and protocols in regards to security. The Vendor shall comply with all laws and regulations applicable to the use and provision of the services and products. Vendor’s security controls must meet all Federal and State laws. Prompt notification will be made to AFDO when any security breach occurs. The Vendor shall respond to any customer security analysis with a remediation plan within 15 calendar days of receipt of such analysis.

- b. The Vendor shall use appropriate safeguards to protect the Data from misuse and unauthorized access or disclosure, including; Maintaining adequate physical controls and password protections for any server or system on which the Data is stored, ensuring that Data is not stored on any mobile device (for example, a laptop or smartphone) or transmitted electronically unless encrypted, and taking any other measures reasonably necessary to prevent any use or disclosure of the Data other than as allowed under this agreement.
- c. Vendor is to comply with federal, state, and local government standards as applicable for FISMA, HIPAA, FTI IRS 1075, SSA, NDMH, PCI, COBIT for the sharing of data. Additional requirements will be needed for Federal Tax Information, Social Security Information, IRS data, HIPPA data, Criminal Justice Information and other unique specifications as designated.

58. Restricted Use Information

- a. “Restricted Use Information” means information provided to Vendor by or at the direction of AFDO, or to which access was provided to the Vendor by or at the direction of AFDO, in the course of Vendor’s performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). The Vendor shall comply with Standard of Care in the use of this restricted use information as follows:
- b. Vendor acknowledges and agrees that, in the course of its engagement by AFDO Vendor may receive or have access to Restricted Use Information. Vendor 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 is 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. Vendor shall be responsible for, and remain liable to, AFDO 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 Vendor’s own actions and omissions.
- c. Restricted Use Information is deemed to be Confidential Information of AFDO and is not Confidential Information of Vendor. 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.
- d. In recognition of the foregoing, Vendor agrees and covenants that it shall:
 - i. 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;
 - ii. 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 Vendor's own purposes or for the benefit of anyone other than AFDO, in each case, without AFDO's prior written consent;
- iii. and not, directly or indirectly, disclose Restricted Use Information to any person other than its Authorized Employees/Authorized Persons, including any sub-contractors, agents, outsourcers or auditors (an "Unauthorized Third Party"), without express written consent from AFDO unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Vendor shall (1) notify AFDO before such disclosure or as soon thereafter as reasonably possible; (2) be responsible for and remain liable to AFDO for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Restricted Use Information as if they were Vendor'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.

59. Award

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

60. Choice of Law and Choice of Forum

Pennsylvania law shall apply and any actions arising shall take place in the District Court of York County, Pennsylvania. State contracts entered into as part of the associated master agreement will likely use their individual state law as choice of law and typically a choice of forum of the country or parish of their capitol city.

Appendix: Checklist

VENDOR RESPONSE CHECKLIST REQUEST FOR INFORMATION (RFI)

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

_____ Submit RFI questions to AFDO by August 9, 2020 by 11:59 PM York, PA time.
_____ Request submission information from Procurement Officer

Technical Proposal (electronic format)

_____ Response to Questions

Cost Proposal (electronic format)

_____ Vendor Cost Estimation Response Sheet

_____ Deidentified Cost Proposal

Responses must be electronically submitted to a designated FTP site prior to 5pm York, PA time on the closing date of August 24, 2020 to be considered. Responses must be titled as follows:

Title: Cost Proposal or Technical Proposal

Response RFI #: AFDO-21-01

Closing Date: August 24, 2020

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