

**STATE OF ALABAMA
DEPARTMENT OF AGRICULTURE AND INDUSTRIES**

**REQUEST FOR PROPOSALS
FOR SOFTWARE SERVICES TO SUPPORT REGULATORY
FUNCTIONS OF THE ALABAMA DEPARTMENT OF
AGRICULTURE AND INDUSTRIES**

RFP # 2017-1-02

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1. INTRODUCTION

The State of Alabama, Department of Agriculture and Industries, hereinafter referred to as “the State,” has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State’s timeframe in accepting proposals and selecting a contractor to provide the needed service.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a handicap or disability, and small business enterprises, an opportunity to do business with the state as contractors and sub-contractors.

1.1. Overview and Statement of Procurement Purpose

The State generates a variety of data to facilitate the processing of a number of client business functions, to administer a variety of regulatory compliance programs, and to assess and measure the progress of the State toward legislatively mandated goals and objectives. These data are generated by various Divisions through a variety of independent but closely related program sections or units. Program section or unit functions may include: product registration and renewal; licensing/permitting and renewal (both business and people); issuing ear tags for animal disease traceability; testing and certification; verification of animal import requirements via negative coggins and/or CVI; utilization of field staff for inspections and investigations for determination of regulatory compliance; laboratory support to verify compliance within various program areas; administration of compliance and/or enforcement actions; tracking of program activities.

The State has recently implemented an electronic data handling system utilizing AgraGuard’s structured but modular application suite of programs, USAHERDS and USAPLANTS, which have the ability for multi-directional communication between the office workflow and the remotely located and mobile field staff.

AgraGuard software licenses are available through the National Agribusiness Technology Center (NATC) at no cost to agriculture agencies upon signing a “NATC Software Usage License Agreement.” Under the terms and conditions of the NATC Software Usage License Agreement, any modification and/or enhancement to the software must be configured and implemented by a NATC certified software solution provider.

The NATC is America’s largest provider of agricultural and food safety software solutions to state and local government. Currently supporting 42 applications in 32 states, AgraGuard brings hands-on expertise assisting in the protection of the nation’s food supply and public health. Under its AgraGuard software brand the NATC currently licenses: USAHERDS, USALIMS, USAPLANTS, USAFOODSAFETY, and USAMEALS. Currently, the NATC recognizes Computer Aid, Inc. (CAI) as the only certified and approved software implementer for AgraGuard products; including services such as, data conversion, project management, enhancement modifications, solution hosting, state specific rules and technical support.

The State intends to secure a contract to enhance the functional capabilities of the USAPLANTS software; reconfigure/modify the USAPLANTS user interface (UI) on both the internal (workflow) and external (public interaction) portals so that the overall user experience (UX) is positive and better aligns with the State’s expectations in terms of quality, functionality, and usability; develop a robust analytical reporting and dashboard module component with both an operational dashboard (short-term) view to drive workflow and an analytical dashboard (long-term) view for trending. This includes but is not limited to software customization, software configuration, software design, UI design and any State specified requests for enhancements or modifications. Most importantly, the application/system must be easy to use and administer while being flexible enough to meet current and planned business practices.

2. SCOPE OF SERVICES

- 2.1. The Contractor shall furnish all necessary personnel, materials, equipment, labor, supervision, and otherwise provide all services necessary for, or incidental to, the performance of all work as agreed upon by the State and defined in the Contract.

- 2.2 The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in these services.
- 2.3 Events that may occur which could result in delay(s) in providing the services as defined in the Contract, shall immediately and verbally be communicated by the Contractor to the State. This notification shall define the unanticipated or uncontrollable event that has occurred. The Contractor shall within seven (7) calendar days notify the State in writing of the length and cause of the delay, the measures being taken or to be taken to minimize the delay, and the timetable by which the Contractor intends to implement these measures. Any such delay will only be approved if the State determines that the cause is an act of God, strike, lockout or other industrial disturbance, act of the public, war, blockade, public riot, lightning, fire, flood, explosion, governmental restraint, or other cause(s) which is reasonably outside the control of the Contractor.
- 2.4 The Contractor shall designate and list a project manager responsible for all required work performed. The Contractor must obtain written approval from the State prior to the use of any new or different project manager.
- 2.5 The Contractor shall notify the state at least thirty (30) days after the contractor has been acquired, or merged with another for profit entity/entities. (Note: The Contractor must obtain written approval from the State prior to the transfer of this contract to the new organization.

3. CONTRACTING AGREEMENT, GENERAL INFORMATION & REQUIREMENTS

All duties of the Contractor shall be set forth in a contract agreement between the Contractor and the State.

In compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§31-13-9)(k), Code of Alabama, 1975, as amended), the contract will include the following language:

“By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

3.1. Immigration Information:

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§§31-13-1 et seq, Code of Alabama, 1975 as amended by Act 2012-491) regulates illegal immigration in the State of Alabama. All contracts with the State or a political subdivision thereof must comply with that law.

For the purpose of this RFP and any responding Proposal, the following sections of that law impose specific requirements: Section (9) (a) of the Act provides, “As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or a state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.”

Section 9(b) of the Act requires “As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or a state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.”

As provided in the Act a “business entity” is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit and an “employer” is defined as any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

A proposal must include a statement that the Proposer has knowledge of this law and is in compliance with Section 9(a). Before a contract is signed, the Contractor awarded the contract must submit a Certificate of Compliance using the form provided with this RFP, Exhibit A, and if applicable, documentation establishing enrollment in the E-Verify Program operated by the United State Department of Homeland Security in the form of the Memorandum of Understanding which USDHS issues upon enrollment. E-Verify enrollment can be accomplished at the website of the United States Department of Homeland Security at <http://www.uscis.gov>.

3.2. Information required in all Proposals:

- 3.2.1. The Contractor must provide proof that they are “Certified and Approved” by the National Agribusiness Technology Center (NATC) for implementation, maintenance, and product enhancements of AgraGuard software, specifically USAPLANTS.
- 3.2.2. The Contractor must have at least five years (5) of experience with other State Departments of Agriculture in the implementation, maintenance, and enhancement of the USAPLANTS component of the AgraGuard software. As proof of this experience, the Contractor must provide a person of reference with their contact information for at least three (3) State Departments of Agriculture utilizing USAPLANTS.
- 3.2.3. All proposals submitted in response to this RFP must include one Original Disclosure Statement as required by Section 41-16-82, et seq., Code of Alabama (1975). Vendor Disclosure Statement Information and Instructions may be found on the State of Alabama Attorney General's website at <http://www.ago.state.al.us/Page-Vendor-Disclosure-Statement-Information-and-Instructions>. A copy of the Disclosure Statement Form can be downloaded from the link at the bottom of the webpage.
- 3.2.4. All proposals require a completed Certificate of Compliance with Alabama's immigration law (Exhibit A) and if applicable, documentation establishing enrollment in the E-Verify Program operated by the United State Department of Homeland Security in the form of the Memorandum of Understanding.

3.3. Assignment & Subcontracting:

- 3.3.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 3.3.2. If a Proposer intends to use subcontractors, the proposal in response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform.
- 3.3.3. Subcontractors identified within a proposal in response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.
- 3.3.4. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 3.3.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

3.4. Disclosure of Proposal Contents:

All responses received will be subject to the Alabama Open Records Act, §36-12-40, Code of Alabama and may be subject to public disclosure upon request. The Open Records Act is remedial and should therefore be liberally construed in favor of the public. The Alabama Trade Secrets Act is §8-27-1 through §8-27-6 Code of Alabama. Responders are cautioned to be familiar with these statutes. The burden is on the one asserting the trade secret to show that the information sought to be protected meets the definition of a Trade Secret as defined in the Act.

Any RFP response submitted that contains confidential, trade secrets or proprietary commercial information must be conspicuously marked on the outside as containing confidential information, and each page upon

which confidential information appears must be conspicuously marked as such. Identification of the entire Proposal as confidential is not acceptable unless the Firm enumerates the specific grounds or applicable laws which support treatment of the entire material as protected from disclosure according to the foregoing statutes or other applicable Alabama law.

The owner of the confidential information shall indemnify and hold the State of Alabama, the Commissioner of Alabama Department of Agriculture and Industries (ADAI), and ADAI staff harmless from all cost expenses, including but not limited to attorney fees and expenses related to litigation concerning disclosure of said information and documents.

3.5. Rejection of All proposals/ Right to Negotiate:

The State reserves the right to reject any or all proposals and/or to solicit additional proposals if that is determined to be fiscally advantageous to the State or otherwise in its best interests. The State also reserves the right to further negotiate with any potential vendor.

4. SUBMISSION INFORMATION & DEADLINE

To be considered, all proposals must be received by the State no later than 5:00 pm on Thursday, June 8th. Provide only (1) the original hardcopy. Electronic or facsimile proposals will not be accepted. The State will not consider proposals received after the date and time specified herein. The State assumes no responsibility for late delivery by the U. S. Mail, a commercial courier service, or any other method of delivery selected by the proposer.

Proposals should be delivered to:

Kristen Lashley
Alabama Department of Agriculture and Industries
Pesticide Management
1445 Federal Drive
Montgomery, AL 36107

4.1. Questions and Inquiries:

The sole point of contact for purposes of this RFP is Kristen Lashley and all questions or inquiries should be directed to her by phone at 334-240-7224 or email Kristen.lashley@agi.alabama.gov. Any oral communications shall be considered unofficial and nonbinding on the State.

EXHIBIT A

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

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

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency or Department or other Public Entity)

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

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

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

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

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____, 20_____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

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

WITNESS: _____

Printed Name of Witness