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| **INSTRUCTIONS** |
| * Please supply requested information ***in the blue-shaded areas*** and indicate any attachments that have been included. * Document all attachments with which section and question they pertain to. |

* + 1. **General (optional) -** Please introduce or summarize any information the Respondent deems relevant or important to the State’s successful acquisition of the products and/or services requested in this RFP.

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| None (this document has a very complete set of questions). |

* + 1. **Respondent’s Company Structure** - Please include in this section the legal form of the Respondent’s business organization, the state in which formed (accompanied by a certificate of authority), the types of businesss ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Please enter your response below and indicate if any attachments are included.

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| Agilaire LLC is a single owner LLC registered in the state of Tennessee. The Certificate of Authorization is provided as **Appendix\_TN\_COS** (nomenclature note: in Tennessee, Certificates of *Authorization* are for domestic companies, Certificates of *Authority* are *only* provided for foreign companies). Agilaire’s business is solely focused on providing data management system software and equipment (data loggers) for air quality monitoring and related services (installation, support, and hosting). Agilaire is highly focused on perfecting their art and products for this area of need, is not distracted by non-relevant product lines, and does suffer from an ownership structure that seeks ‘growth for the sake of growth’ that would distract from our core mission. Growth is provided by expanding our customer base, both in the United States and internationally, which requires us to stay focused on continuous product improvement. |

* + 1. **Company Financial Information** - This section must include documents to demonstrate the Respondent’s financial stability. Examples of acceptable documents include: most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.

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| Agilaire has maintained profitability every year since its formation in 2005, even during the 2008-2010 economic downturn and the 2020 COVID year. This is credited to Agilaire’s diverse customer base (public agencies, private companies / consultants, and international business) and conservative responsible management. Agilaire has run from a cash position for the last 7 years, carrying no debt, but with access to lines of credit if ever needed. Being a single owner LLC, Agilaire does not require audited statements, so the D&B Business Snapshot Report is provided as **“DNB Report AGILAIRE-LLC\_03-12-2021”**  It should be noted that it was a surprise to us to see reports from our shipping partner (FedEx) indicating late payments- FedEx transitioned to a new A/R system in spring 2020 that took almost all of 2020 to straighten out. We repeatedly had to send payment proofs and bank statements to their Revenue department to clear up their errors crediting our account. While the account finally got straightened out, apparently it did not stop or reverse any negative reporting to D&B. We assure the state that reports of late payments are in error, as we consistently pay all of our vendors in < 30 days as a standard practice. We can provide accounting system statements for any period detailing such, as well as the email transactions between Agilaire and FedEx detailing the problems with their A/R system throughout 2020. Agilaire operates from a cash basis with no debt, and has no incentive to delay vendor payments- rather we see prompt payment as a courtesy to encourage a strong relationship for additional assistance from vendors when needed (e.g., expediting of orders, etc). |

* + 1. **Integrity of Company Structure and Financial Reporting** - This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

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| Steve Drevik, the owner and President/CEO of Agilaire has thoroughly reviewed all of the details, estimations, and financial information in the proposal. The labor and schedule estimates are based on similar experiences with 7 recent similar projects (and ~100 prior projects over a 30 year career) involving system transition (including two LEADS systems), data transfer, and delivering a number of software customizations and incorporating them into the COTS product. All previously executed projects were executed using labor levels very much as projected.  Being privately owned, Agilaire is not required to participate in financial audits, however Agilaire uses a third party CPA firm for annual taxes, which does review the accounting data for improper allocations for tax purposes and advises on tax issues from a conservative stance. Our CPA firm also advises us on interstate commerce taxation and labor issues. Unaudited financials are also routinely provided for other proposals, banks for credit applications, etc, along with attestations that such financials are true to the best of our knowledge. |

* + 1. **Contract Terms/Clauses** - Please provide the requested information in RFP Section 2.3.5. Indicate the name of the document in the space provided.

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| All mandatory clauses and all non-mandatory clauses are accepted with the exception of the following:  7. We propose adding: :If requested, an audit shall be considered a Change Order to the contract, and provided on a time and materials basis at listed labor rates.:  11. Replace “at the discretion of the undersigned State representative” with : “by successful completion of the agreed User Acceptance Test (UAT) criteria performed by the state with vendor assistance as required.”  16.C Replace all following “modification of written decision” with the following:  The reconsideration shall be reviewed by an appointed, mutually agreed, independent arbitration board of one or more Director-level managers drawn from peer air monitoring agencies with direct experience in a similar project and with the vendor (e.g., replacement of upgrade of their air monitoring DMS with an AirVision system). The decision of the independent arbitration board and their recommendations for mitigation and resolution shall be final and binding on both parties. The members of the arbitration board shall be permitted to request reasonable fees for their time and expenses, and may assign those fees to both or either party as they deem appropriate.  28.C Our existing coverages are as follows, which would seem suitable and reasonable for a project of this size and scope. Any additional coverage requirements would be considered a change order and costs differences from our existing policy would be directly added to the contract:  Commercial Liability: $1M each occurrence, $1M personal injury, $2M aggregate  Automotive: $1M combined single limit  Umbrella Liability: $2M each occurrence  Cyber Liability and E&O Professional Liability: $2M  46.B, which represents a potentially unlimited financial liability. We propose the following rewording: If the State terminates this Contract in whole or in part, it shall deduct the cost to perform the missing obligation required under the Scope of Work from the payment otherwise due to the Contractor. In any event, the maximum liability of the contractor may not exceed the value of the Contract.”  We elect the Software as a Service (SaaS) attachment K3 as the prevailing terms for Cloud Terms and Conditions, as clarified in Attachments L and F1. |

* + 1. **References** - Reference information is captured on Attachment H. Respondent should complete the reference information portion of the Attachment H which includes the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information if the State elects to do so. The rest of Attachment H should be completed by the reference and **emailed DIRECTLY** to the State. The State should receive three (3) Attachment H’s from clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Attachment H should be submitted to [idoareferences@idoa.in.gov](mailto:idoareferences@idoa.in.gov). Attachment H should be submitted no more than ten (10) business days after the proposal submission due date listed in Section 1.24 of the RFP. Please provide the customer information for each reference.

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| **Customer 1** |  |
| Legal Name of Company or Governmental Entity | Wyoming Dept. of Environmental Quality |
| Company Mailing Address | 122 W. 25th St., Herschler 2E, |
| Company City, State, Zip | Cheyenne, WY, 82002 |
| Company Website Address | https://wyvisnet.com/ |
| Contact Person | Leif Ericson |
| Contact Title | Program Manager |
| Company Telephone Number | 307-777-7817 |
| Company Fax Number |  |
| Contact E-mail | leif.paulson@wyo.gov |
| Industry of Company | State air quality monitoring agency. |
| **Customer 2** |  |
| Legal Name of Company or Governmental Entity | Georgia Dept. of Natural Resources |
| Company Mailing Address | Atlanta Tradeport, Suite 120 4244 International Parkway |
| Company City, State, Zip | , Atlanta, GA, 30354 |
| Company Website Address | https://airgeorgia.org/ |
| Contact Person | Deanna Oser |
| Contact Title | Air Quality Program Manager |
| Company Telephone Number | 404-363-7004 |
| Company Fax Number |  |
| Contact E-mail | deanna.oser@dnr.ga.gov |
| Industry of Company | State air quality monitoring agency |
| **Customer 3** |  |
| Legal Name of Company or Governmental Entity | San Joaquin Valley APCD |
| Company Mailing Address | 1990 E. Gettysburg Avenue, |
| Company City, State, Zip | Fresno, CA, 93726 |
| Company Website Address | www.valleyair.org |
| Contact Person | Nathan Trevino |
| Contact Title | Air Monitoring Program Supervisor |
| Company Telephone Number | (559) 230-5861 |
| Company Fax Number | <https://www.deq.virginia.gov/> |
| Contact E-mail | Nathan.Trevino@valleyair.org |
| Industry of Company | Large air quality management district (> 50 sites) monitoring program |
| **Customer 4** |  |
| Legal Name of Company or Governmental Entity | Virginia DEQ |
| Company Mailing Address | 4949 Cox Road, Suite C, |
| Company City, State, Zip | Glen Allen, VA, 23060 |
| Company Website Address |  |
| Contact Person | Charles Turner |
| Contact Title | Director, Office of Air Quality Monitoring. |
| Company Telephone Number | 804-527-5178, |
| Company Fax Number |  |
| Contact E-mail | [Charles.turner@deq.virginia.gov](mailto:Charles.turner@deq.virginia.gov) |
| Industry of Company | State air quality monitoring agency |

* + 1. **Registration to do Business -** Selected out-of-state Respondents providing the products and/or services required by this RFP must be registered to do business within the State by the Indiana Secretary of State and the Indiana Department of Administration, Procurement Division. The address contact information for this office may be found in Section 1.18 of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent’s responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

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| Agilaire has SOS application forms ready and can easily complete registration quickly if selected. |

* + 1. **Authorizing Document -** Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

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| See page 4 of “Transmittal Letter”. Again, Agilaire is a single owner LLC, and thus no board, so the letter is executed by the sole owner, Steven Drevik. |

* + 1. **Subcontractors -** The Respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any Respondent’s proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor’s related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State’s evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor’s name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor’s responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor’s form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority, Women, or Veteran Owned Business under IC 4-13-16.5-1 and Executive Order 13-04 and IC 5-22-14-3.5. See Sections 1.21, 1.22 and Attachments A/A1 for Minority, Women, and Veteran Business information.

IVOSB entities (whether a prime or subcontractor) must have a bidder ID. If registered with IDOA, this should have already been provided (as with MWBEs). IVOSBs that are only registered with the Federal Center for Veterans Business Enterprise will need to ensure that they also have a Bidder ID provided by IDOA (please see section 2.3.7, Department of Administration, Procurement Division for details).

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| Subcontractors planned for this proposal are as listed below. Letters of Interest and subcontracting forms have been uploaded separately:  Indy Data Partners (IVOSB) – Assistance with historical data conversion Phases 1, 2  Fineline Printing (MBE) – Printing of training manuals (Phase 1)  AFIT Staffing (WBE) - Server vulnerability security scans (Phase 2, 3)  AFIT Staffing (WBE) – Web Site Enhancements Development (Phase 2 / 3) |

* + 1. **Evidence of Financial Responsibility** – Not Applicable
    2. **General Information** - Each Respondent must enter your company’s general information including contact information.

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| **Business Information** |  |
| Legal Name of Company | ESC Agilaire LLC dba Agilaire LLC |
| Federal Identification Number (FIN) | 20-3777229 |
| Contact Name | Steve Drevik |
| Contact Title | President |
| Contact E-mail Address | [sdrevik@agilaire.com](mailto:sdrevik@agilaire.com) |
| Company Mailing Address | 2904-B Tazewell Pike, Suite A |
| Company City, State, Zip | Knoxville, TN 37918 |
| Company Telephone Number | 865-927-9440 |
| Company Fax Number | 865-927-9552 |
| Company Website Address | [www.agilaire.com](http://www.agilaire.com) |
| Federal Tax Identification Number (FTIN) | 20-3777229 |
| Number of Employees (company) | 10 |
| Years of Experience | 15 |
| Number of U.S. Offices | 1 |
| Year Indiana Office Established (if applicable) | N/A |
| Parent Company (if applicable) | N/A |
| Revenues ($MM, previous year) | 2.57 |
| Revenues ($MM, 2 years prior) | 2.45 |
| % Of Revenue from Indiana customers | 0 |

* 1. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

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| Yes. See Appendix E – Agilaire Disaster Recovery Plan |

* 1. What is your company’s technology and process for securing any State information that is maintained within your company?

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| All hosted systems run on individual dedicated server hardware (no multi-tenet), so in the hosting environment, hardware segments customer data from other customers. Our hosting partner, Internap, has existing policies for data security (see SOC2 report) and policies for data destruction on any decommissioned servers. Any data transferred to Agilaire staff for troubleshooting is used for the troubleshooting period, and then removed once the troubleshooting is completed. |

* + 1. **Experience Serving State Governments -** Please provide a brief description of your company’s experience in serving state governments and/or quasi-governmental accounts.

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| Agilaire has 15+ years serving state, local, and tribal government agencies, with an existing customer base of 32 state agencies and 50+ local/tribal air quality agencies. Agilaire provides hosted systems for the states of Virginia, Georgia, Tennessee, Kansas, and Wyoming as well as 10 other local / tribal agencies. |

* + 1. **Experience Serving Similar Clients -** Please describe your company’s experience in serving customers of a similar size to the State with similar scope. Please provide specific clients and detailed examples.

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| Virginia, Georgia, and Wyoming are all hosted systems with a large scale networks (25+ sites), with AQS / AirNow reporting, multiple users, and provided AgileWeb public web sites with customization. Wyoming was a server-only project, with data coming from other data logger networks / data acquisition not provided by Agilaire. Another potentially relevant project is SEDEMA in Mexico City, which involved Agilaire writing and testing drivers for a third party logger (H2NS) that they wanted to keep in place. SEDEMA has run the AirVision system in this architecture with the third party loggers for over 10 years, including real-time 1-minute data collection and ADVP. |

* + 1. **Indiana Preferences -** Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent’s ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent’s Buy Indiana status must be finalized when the RFP response is submitted to the State.**

Approval will be system generated and sent to the point of contact email address provided within the Bidder Registration profile. This is to be attached as a screen shot (copied/pasted) for response evaluation.

Buy Indiana

Refer to Section 2.7 for additional information.

Indicate which preference(s), if any, Respondent intends to claim.

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| None. |

* + 1. **Payment –** Removed.