

**BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 WASHINGTON AVENUE, ROOM 148
TOWSON, MARYLAND 21204-4665**



REQUEST FOR PROPOSAL NO. P-025

EMPLOYEES RETIREMENT SYSTEM

Due Date: 03/12/10, Time: 2:15 PM

Pre-Bid Conference: 02/03/10, Time: 10:00 AM

**JOCELYN HARE, STAFF BUYER
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EMAIL: jhare@baltimorecountymd.gov**

Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit the Purchasing web site (www.baltimorecountymd.gov/purchasing) to obtain amendments once they have downloaded a solicitation.

BIDDER CHECK LIST

- ☐ Have you signed your bid?
- ☐ Have you signed the Procurement Affidavit?
- ☐ Have you filled out all applicable forms?
- ☐ Have you returned the original? (and required duplicate copies when required?)
- ☐ Have you signed and returned amendments?
- ☐ Have you included the bid bond, if required?
- ☐ Have you completed, signed and included all required MBE/WBE forms and documents? (if applicable)
- ☐ Have you included the electronic version (CD) of your bid?

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-025
EMPLOYEES RETIREMENT SYSTEM
DUE DATE: 03/12/10, 2:15 P.M.**

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BALTIMORE COUNTY, MARYLAND
General Instructions for Solicitations

1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope or carton as appropriate. All bids must be clearly identified on the front of the envelope or top of the carton with the SOLICITATION NUMBER and the DUE DATE and TIME. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 Responses to Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Division. This does not apply to Requests for Quotations.

1.3 Amendments to solicitations often occur prior to bid opening and sometimes within hours prior to bid opening. All bidders are responsible for frequently visiting the Purchasing web site to obtain amendments once they have downloaded a solicitation.

1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Division. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Purchasing Division.

1.5 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Division in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Purchasing Division will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.

1.6 Unless a written exception detailing non-conformance to specifications is noted on the bid, any part number, product number, catalog number, etc., noted on the bid will be considered in full compliance with the specifications.

1.7 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that the person submitting the bid response is authorized to act for and bind the contractor.

1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

1.9 Requests for Bids and Requests for Proposals shall be accompanied by an electronic version (CD) of the bid proposal in MS Word format. The CD must be labeled with the bid number, the bid title, and the bidder's name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.

1.10 Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

2. Award of Solicitations

2.1 Any award pursuant to Requests for Quotation and Requests for Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2003, as amended.

2.2 Awards on Requests for Quotations and Requests for Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.

2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.

2.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington

Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

2.7 The County will not pay interest charges or other penalties for invoice payments.

2.8 Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.

2.9 The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

3. Reservations

3.1 The County reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.

3.2 The County may waive formalities in bids as the interests of the County may require.

3.3 The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.

3.4 The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.

3.5 The County may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.

3.6 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by

administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

3.8 The County further reserves the right to make such investigation as it deems necessary to determine the ability of bidders to furnish the required services, and bidders shall furnish all such information for this purpose as the County may request. The County also reserves the right to reject the proposal of any bidder who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a manner acceptable to the County, all of which shall be in the County's sole discretion.

4. Delivery

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

4.2 The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.

4.3 All bidders and vendors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

5. Competition

5.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type, and for no other purpose unless otherwise stated in the solicitation.

5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet

the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

5.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

5.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.

5.5 If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division. This applies also to any product used by a Contractor when providing a service to the County.

5.6 Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

5.7 Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

6. Terminations

6.1 Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1)

To terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2.2 Upon termination of a contract for default, the County may elect to pay the Contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

7. Hold Harmless – Indemnification

7.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

7.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the contract.

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in

said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

8. Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice: Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or sub contractor. In accordance with the Executive Order dated June 4, 2009, "an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

9. Authority

9.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.

9.2 Bidders desiring to appeal a decision of the Purchasing Division must deliver written protests to the Purchasing Division within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.

9.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and regulations and policies established or prescribed by the Purchasing Division.

10. HIPAA: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the County.

11. Reports: When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2003, as amended.

12. Terms of Contract

12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor's acceptance of the terms and conditions therein.

12.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.

13. Severability: If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

14. Counterparts: The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

15. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County requires vendors to register or qualify to do business with Maryland Department of Assessments and Taxation (SDAT) in accordance with the Annotated Code of Maryland, Corporations and Associations Article: §2-102 Formation generally, §7-202 Registration to do interstate and foreign* business, and/or §7-203 Qualification to do intrastate.

17.2 For information on registering or qualifying a corporation, LLC, LLP or LP call SDAT at 410-767-

1340. Sole Proprietors and General Partnerships should call 410-767-4991 or you may download the SDAT forms at <http://www.dat.state.md.us/sdatweb/sdatforms.html> - entity

17.3 The successful bidder will be required to submit a Good Standing Certificate (also known as "Certificate of Status") issued by SDAT within 10 days of being notified of potential award.

(*Note: "a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country," § 1-101Annotated Code of Maryland Corporations and Associations.

18. Requests for Proposals: In addition to aforementioned instructions, the following apply to Requests for Proposals (RFP).

18.1 All RFP proposals submitted shall be valid for 180 days following the closing date noted, unless otherwise specified in the bid documents. This period may be extended by mutual written agreement between offerors and the County. Proposals may not be withdrawn during this period.

18.2 Modifications: The County may, at any time by written order, make changes within the general scope of a contract including, but not limited to, changes (1) in any designs or specifications; (2) in the method, quantity, or manner of performance of the work; (3) in any County-furnished facilities, equipment, materials, services, or property; or (4) directing acceleration in the performance of the work. No change, modification or revision shall be binding upon the County, unless made in writing by its authorized representatives.

18.3 Subcontracting and Assignment: All sub-contracting arrangements require prior approval of the County. The Contractor shall not assign, transfer, convey, delegate, subcontract, or otherwise dispose of any award of any or all of its rights, title, or interest therein, without the prior written consent of the County, which shall not be unreasonably withheld.

18.4 Additional Reservations for RFP's

18.4.1 This RFP creates no obligation on the part of the County to compensate offerors for proposal preparation expenses. The County reserves the right to award a contract based upon proposals received without further negotiation and may do so; offerors should not rely upon the opportunity to alter their proposals during discussions.

18.4.2 The County reserves the right to waive minor irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award. The County reserves the right to cancel this RFP, in whole or in part, any time before the closing date.

18.5 Confidentiality: Offerors must specifically identify any portions of their proposals deemed to contain confidential information, proprietary information or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not be conclusive, and offerors may be required to justify why such material should not, upon written request, be disclosed by the County under the Public Information Act, State Government Article, Title 10, Sub-Title 6, of the Annotated Code of Maryland, as amended. The County may disclose such information if required by law, court order or subpoena.

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]_____ and I am duly authorized to represent and bind [business] _____ (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 6-225 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition

of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, nor any of its employees, have in any way:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

H. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least \$100,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The Business is a *(Insert State Name)* (Example: Maryland, Ohio, Iowa) (Select One: **Corporation, Partnership, Limited Liability Company, Limited Liability Partnership, Sole Proprietor**) (_____), that it **is** registered in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, that it **is** in good standing in the State of Maryland, and that it **has** filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If none, so state).

(2) Except as validly contested, the Business has paid, or has arranged for payment of, all taxes due the State of Maryland and Baltimore County, and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Business, to solicit or secure the Contract, and that the Business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of the Contract.

K. NONDISCRIMINATION IN EMPLOYMENT STATEMENT

I FURTHER AFFIRM THAT:

During the performance of any contract awarded pursuant to the solicitation of which this affidavit is a part:

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a

genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.

(3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.

(6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

L. FOREIGN CONTRACTS

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States. The disclosure shall be made to the Office of Budget and Finance, Purchasing Division.

M. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy at Law or in equity with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AFTER DILIGENT INQUIRY.

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)

MINORITY PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]_____ and the duly authorized representative of [business]_____ (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

B. AFFIRMATION REGARDING MINORITY PARTICIPATION

I FURTHER AFFIRM THAT:

I am aware that, pursuant to the June 4, 2009 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

(A) "Minority Business Enterprise" or "MBE" means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(B) "Women's Business Enterprise" or "WBE" means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

_____ The Business is a certified MBE with

☐ Maryland State Department of Transportation (MDOT)

☐ City of Baltimore

☐ Other Program: _____

_____ The Business is a certified WBE with

☐ Maryland State Department of Transportation (MDOT)

☐ City of Baltimore

☐ Other Program: _____

_____ The Business is not a certified MBE or WBE, however:

☐ The ownership of the Business consists of ____% minorities and ____% women (for a total of ____%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

☐ The Business anticipates utilizing MBE or WBE subcontractors for ____% of the work on the contract.

☐ The Business is not a certified MBE or WBE nor is it 51% owned, operated and controlled by one or more minority group members or a woman.

☐ Due to the specific nature of work, this contract does not lend itself to subcontracting opportunities. Therefore, _____ is requesting a full waiver of the MBE/WBE requirement.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)

Taxpayer Identification Number (TIN) and Certification
(Substitute for IRS Form W-9)

COMPLETE BOTH SIDES OF FORM

Baltimore County, Maryland
Office of Budget and Finance
400 Washington Avenue, Room 148
Towson, Maryland 21204

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of **SIDE 1** of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete **SIDE 2**. For questions, call 410-887-3587.

SIDE 1

List your **legal business name** below, **as shown on your income tax return**. **Sole proprietors** should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For **limited liability companies** (LLC) that are owned by an individual, the owner's name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For **limited liability companies** that are corporations, partnerships, etc., enter the business name on Name line (1).

1. Name (as shown on your income tax return)

2. Business name, if different from above

Address

City State ZIP Code

Remittance Address, if different from above

City State ZIP Code

Contact Person Title

Phone Number () - Ext: Fax Number () -

E-mail address

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.

Social Security Number

OR

Employer Identification Number

IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING

IF YOU ARE TAX-EXEMPT, EXPLAIN:

Filing Status (Ownership) (LLC is not acceptable)

Individual Sole Proprietor

Corporation Partnership

Other: (explain)

CERTIFICATION:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Signature of U.S. Person

Date

SIDE 2**MBE / WBE Certification****Maryland Department of Transportation (MDOT)**

Certification #: _____

Certification Date: _____ / _____ / _____

Pending: _____

City of Baltimore

Certification #: _____

Certification Date: _____ / _____ / _____

Pending: _____

Business Ownership (Check Only One)

	G	Government Entity		O	Other: _____
	H	Disabled		P	Non Profit
	MA	Minority-owned, Not small business		W	Woman-owned, Small business
	M	Minority-owned, Small business		WA	Woman-owned, Not small business
	NS	Non-minority-owned, small business		X	Woman-owned, Minority, Small business
	NL	Non-minority-owned, Large business		XA	Woman-owned, Minority, Not small business

Type of Business/Organization

	Association		Attorney
	Government Entity		Educational Institution
	Medical Service Provider		Non-profit Organization
	Other: (explain)		Financial Institution

Ethnicity of Ownership (Check Only One)

	A	Asian American		I	American Indian/Alaskan Native
	B	African American		N	Non-minority
	H	Hispanic American		O	Other Ethnic Group: _____

Incorporation

Incorporation State: _____ OR Date Business Started _____ / _____ / _____

Signature

I certify that the information shown on this registration is true and correct. I will advise the Purchasing Division immediately, in writing, of any change affecting this data.

Signature: _____

Title: _____

Date: _____



BALTIMORE COUNTY, MARYLAND

INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

1.2 Certificate of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with a Certificate of Insurance provided by the County, or an exact replica thereof, evidencing the required coverages.

1.3 Baltimore County as Insured:

The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as an additional insured.

1.4 Contractor's/Vendor's Responsibility:

The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

1.5 Failure to Provide Insurance:

Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

Personal Injury Liability and Property Damage Liability Combined Single Limit - \$500,000 each occurrence

2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

2.1.3 Minimum Coverages to be Included:

- (a) Independent Contractor's coverage;
- (b) Completed Operations and Products Liability coverage; and
- (c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:

Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

Bodily Injury Liability and Property Damage Liability
Combined Single Limit - \$500,000
any one accident

2.2.2 Minimum Coverages to be Included:

Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including Employers' Liability insurance with limits of at least:

Bodily Injury by Accident - \$250,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$250,000 each employee

2.4 Valuable Papers and Records Coverage and Electronic Data Processing (Data and Media) Coverage

Minimum Limits of Coverage:

\$100,000 Per Claim and Each Occurrence
\$100,000 in the Aggregate

2.5 Other

Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.



**BALTIMORE COUNTY, MARYLAND
CERTIFICATE OF INSURANCE**

THIS FORM MUST BE COMPLETED BY A LEGALLY AUTHORIZED REPRESENTATIVE OF INSURANCE COMPANY OR INSURANCE AGENCY.

THE CONTRACTOR/VENDOR MUST MAINTAIN THE INSURANCE COVERAGES REQUIRED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT WHILE THIS CONTRACT IS IN EFFECT INCLUDING RENEWAL AND EXTENSION TERMS.

**TO: BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 Washington Avenue, Room 148
Towson, Maryland 21204**

Solicitation/Contract/Purchase Order No.

Name of Contractor/Vendor

THIS IS TO CERTIFY THAT:

- (1) The undersigned has received and reviewed the INSURANCE PROVISIONS of the above-numbered Solicitation/Contract/Purchase Order No.; and
- (2) The following insurance has been issued, is in force, and conveys all the rights and privileges afforded under the policy and as required under the Solicitation/Contract/Purchase Order; and

<u>Type of Insurance</u>	<u>Insurance Company</u>	<u>Policy Numbers</u>	<u>Amt. Of Coverage</u>
General Liability	_____	_____	_____
Automobile Liability	_____	_____	_____
Worker's Compensation and Employers' Liability	_____	_____	_____
Valuable Papers and Electronic Data	_____	_____	_____
Other	_____	_____	_____

- (3) General Liability, Automobile Liability and Valuable Papers and Electronic Data insurance coverage shall name Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as an additional insured.
- (4) The Worker's Compensation and Employers' Liability insurance coverage shall name Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as a certificate holder.

THE UNDERSIGNED AGREES that should any of the insurance coverages indicated above be cancelled, not renewed, or changed in such a manner as would make the coverage not in conformity with the provisions mentioned above, thirty (30) days advance written notice shall be given to BALTIMORE COUNTY, MARYLAND at the address shown above; EXCEPT IN THE CASE OF NON-RENEWAL, notice shall be given as soon as known, if that be less than thirty (30) days, but in no event, less than (10) days. This notice requirement shall be reduced to only ten (10) days in case of cancellation for non-payment of insurance premiums for the coverages certified. All notice requirements shall identify the Contractor/Vendor and the number of the Solicitation/Contract/Purchase Order No.

Name of Insurance Company or Agency

Signature of Authorized Representative of Insurance Company or Agency

Address

Type/Print Name

City, State, Zip Code

Date

Area Code/Telephone No.

This Certificate of Insurance was adopted to eliminate the uncertainty regarding different forms of such documents and to reduce clerical errors. Insurer may provide ACORD Certificates of Insurance also reflecting policy duration and amount of coverage, however, submission of an ACORD form does not satisfy the requirements of this procurement, and in the event of any conflict between this Certificate of Insurance form and any ACORD forms, the terms and conditions of this Baltimore County Certificate of Insurance form shall prevail.

BALTIMORE COUNTY, MARYLAND **MBE/WBE PARTICIPATION SUMMARY**

Executive Order: Minority business enterprises and women business enterprises (MBE/WBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole, or in certain circumstances, in part with County funds. Accordingly, on June 4, 2009, the County Executive adopted the attached Executive Order addressing MBE/WBE participation in County contracts.

Each Contract: The County shall establish a minimum MBE/WBE participation amount for each contract, as applicable.

Bidder Responsibility: The bidder shall ensure that MBE/WBE participation occurs in accordance with the contract requirements and the County Executive's Executive Order. All bidders shall ensure that MBE/WBE have the maximum opportunity to compete for and perform County contracts, as applicable. Baltimore County, Maryland, and/or its bidders and contractors shall not discriminate on the basis of race, color, national origin, disability or sex in the award and performance of any County contract.

APPROVED MBE/WBE LISTINGS

Published compilations of approved and certified MBE/WBE, contractors, subcontractors, material suppliers, etc. include:

1. BALTIMORE COUNTY MINORITY AND WOMEN BUSINESS ENTERPRISE DIRECTORY (PRISM):
<http://www.baltimorecountymd.gov/Agencies/fairpractices/minoritybusiness/directory.html>
2. DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):
http://mbe.mdot.state.md.us/directory/search_select.asp
3. MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:
<http://cityservices.baltimorecity.gov/mwbool/>

BIDDER'S ACTIONS

Seeking Commitments: The bidder will seek commitments by subcontract or otherwise from MBE/WBE for supplies and/or services, any combined value of which equals or exceeds the required percentage of MBE/WBE participation for the County contract.

Expenditures for Materials and Supplies: A bidder may count toward its MBE/WBE contract requirements, all expenditures for materials and supplies obtained from MBE/WBE suppliers and manufacturers, provided that the MBE/WBE assumes the actual and contractual responsibility for the provision of the materials and supplies.

Information to be Supplied: All bidders shall submit the following information to the County at the time of bid submission:

1. The name of an employee designated as the bidder's liaison to the County's Office for Fair Practices.
2. The following forms shall be completed and submitted
 - Certified MBE/WBE Utilization and Fair Solicitation Affidavit (**Form A**); from among those names appearing in the Approved MBE/WBE Listings (excepting Federal Highway Administration projects, which exclusively require MBE/WBE approved and certified by the Maryland Department of Transportation Certification Committee);
 - A MBE/WBE Participation (**Form B**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
 - A MBE/WBE Disclosure and Participation Statement (**Form C**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.

- If applicable, MBE/WBE Subcontractor Unavailable Certificate (**Form D**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
 - If applicable, MBE/WBE Outreach Efforts - Compliance Statement (**Form E**) completed and signed by the Bidder.
 -
3. For DPW contracts, if the bidder intends to fulfill the MBE/WBE requirements by use of a joint venture, he/she must submit a Joint Venture Disclosure Affidavit (**Form D-EE0-006-A** and **B** showing the extent of MBE/WBE participation. If a bidder intends to use a MBE/WBE joint venture as a subcontractor to meet its MBE/WBE requirements, the affidavit must be submitted through the bidder by the proposed subcontractors and signed by all parties.
 4. If the bidder's proposed MBE/WBE participation does not meet the MBE/WBE contract requirements, information sufficient to demonstrate that the bidder has made every effort to meet the requirements must be submitted. (See DETERMINATION OF BID RESPONSIVENESS hereafter)

RECORDS AND REPORTS

Records to be Kept: The bidder must keep such records as are necessary to determine compliance with its MBE/WBE utilization requirements:

1. The MBE/WBE and non-minority contractors, type of work being performed, actual values of work and services.
2. Documentation of all correspondence, contacts, telephone calls, etc., to obtain MBE/WBE services for the contract.
3. All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online system called PRISM. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion and/or upon written request may require additional reports regarding MBE/WBE.

Retaining Records: All MBE/WBE records must be retained for 3 years following the expiration or any earlier termination of the contract and shall be available for inspection and photocopying by the County.

Investigation and Notification: Whenever the County believes the bidder, contractor, or any subcontractor may not be operating in compliance with the MBE/WBE requirements, the County may, in its sole discretion, conduct an investigation. If the County finds the bidder, contractor, or any subcontractor is not in compliance with the MBE/WBE requirements, the County may exercise any and all rights and remedies available to the County, under the contract, at law or equity, as deemed applicable and appropriate by the County in its sole discretion.

DETERMINATION OF BID RESPONSIVENESS

Request for Deviation: If the bidder is unable to procure from MBE/WBE's (by subcontract or otherwise), supplies and services, any combined value of which equals the required percentage of the total value of the contract, the bidder shall request, in writing, a deviation or waiver of the contract requirements. To obtain such a waiver, the bidder must submit the following information at the time bids are due:

The request for waiver request shall include (1) a signed unavailability statement (Form D) executed by all MBEs and WBEs that the bidder solicited for participation and (2) Outreach Efforts/Compliance Statement (Form E) that demonstrates the bidder's good faith efforts to comply with the contract requirements, including copies of solicitation documentation to all potential subcontractors:

Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each MBE/WBE; and

Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.

Bid Rejection/Liquidated Damages/Contract Breach: For Purchasing contracts, the apparent low bidder's failure to provide a responsive MBE/WBE Plan as required by the solicitation may result in the bidder being deemed non-responsive and the County's rejection of the bid. FOR DPW CONTRACTS, (a) THE SOLICITATION, INCLUDING BUT NOT LIMITED TO THIS MBE/WBE PARTICIPATION SUMMARY AND ALL RELATED COUNTY MBE/WBE DOCUMENTS, AND (b) THE BID RESPONSE SHALL COLLECTIVELY OVERRIDE, CONTROL AND GOVERN OVER Section GP 7.29 of the February 2000 Baltimore County Department of Public Works' Standard Specifications for Construction and Materials. For DPW contracts, the apparent low bidder's failure to provide a responsive MBE/WBE Plan in the bidder's response as required by (a) described above, may result in the Director of the Department of Public Works' determination that the bid is non-responsive and recommendation to reject the bid as non-responsive despite the bidder being the apparent low bidder. For DPW contracts, if the County awarded the contract to the apparent low bidder who provided a responsive MBE/WBE Plan, but, if after said award and before execution of Contract Documents, the apparent low bidder fails to comply with the MBE/WBE Plan as required in (a) and (b) above, such failure may result in the Director of the Department of Public Works' recommendation to annul the award and forfeiture of the bidder's Proposal Guaranty to the County, not as a penalty, but as liquidated damages sustained. In such case, the County may proceed as it determines to be in its best interest, including but not limited to, the Notice of Award may be made to the next lowest responsive and responsible bidder or the work may be re-advertised.

After execution of each and any applicable County contract, in the event a contractor becomes aware it may or will fail to fulfill the applicable MBE/WBE requirements and/or may or will deviate from the contractor's bid response/contract terms, the contractor shall promptly advise the County of this in writing. Thereafter, the County will determine what action or remedy, if any, is appropriate on a case-by-case, contract by contract, basis. For example, such contractor failure may result in (i) a breach for which the County determines it is appropriate to declare a contract default and thereafter take further action and/or remedy as deemed appropriate by the County in its sole discretion, or (ii) a contract breach upon which the County may elect take no further action if deemed appropriate by the County in its sole discretion, or (iii) if mutually agreeable to the County and the contractor, such revision shall be documented via a contract amendment, executed by legally authorized representatives of the County and the contractor as described below in "Approval Required for Changes", or (iv) other actions or remedies as deemed appropriate by the County. Each action and/or remedy described above is at the sole discretion of the County.

Cooperation in Reviews: The bidder will cooperate with the County in any reviews of the contractor's procedures and practices with respect to MBE or WBE firms, which the County may from time to time conduct in its sole discretion.

Approval Required for Changes: Any and all changes to the contractor's use of MBE/WBE subcontractors during the contract term must be mutually agreeable to the County and the contractor and shall be documented via a contract amendment, executed by legally authorized representatives of the County and the contractor.

Other: If the documents used to determine the contractor's efforts, achievement of, and/or the status of an MBE/WBE requirement or fulfillment thereof contain false, misleading or misrepresenting information, the contractor may be declared in breach of the contract and/or the County may take any and all actions and/or remedies available to the County under the contract, at law, or in equity. If an MBE/WBE is disqualified by any public entity, including but not limited to, Baltimore City, the State or MDOT, at any time after award or during the term of the contract, the County may, in its sole discretion, take any action or no action, as deemed appropriate by the County, including but not limited to, review of each situation on a case-by-case basis, require the prime contractor to promptly submit for County approval, the contractor's plans for fulfilling the required MBE/WBE participation under the contract, and/or request such detail and additional information as the County, in its discretion deems appropriate.



EXECUTIVE ORDER

USE OF MINORITY BUSINESS ENTERPRISES AND WOMEN'S BUSINESS ENTERPRISES IN COUNTY CONTRACTS

WHEREAS, Baltimore County, Maryland recognizes the important contributions made by Minority Business Enterprises and Women's Business Enterprises to the overall economic health of the region; and

WHEREAS, it is the goal of this Administration to provide maximum opportunities for Minority Business Enterprises and Women's Business Enterprises to participate in all phases of procurement in the county, including construction, purchases of goods and services, architectural and engineering agreements, consultant contracts and other professional service agreements;

NOW, THEREFORE, it is this 4th day of June, 2009, by the County Executive of Baltimore County, Maryland, ordered that the March 5, 2004 Executive Order, Utilization of Minority Business Enterprises and Women's Business Enterprises in County Contracts, is hereby repealed and replaced by the following:

SECTION 1. DEFINITIONS.

In this Executive Order, the following words have the meanings indicated:

(A) (1) "Discretionary dollars" means dollars spent in county procurements from county capital funds and county operating funds.

(2)(I) "Discretionary dollars" does not include dollars spent on procurements or classes of procurements for which the county is not able to control or influence the utilization of MBE or WBE firms.

(II) These procurements are likely to include or involve:

- (a) other governmental or quasi-governmental agencies;
- (b) utilities;
- (c) proprietary items;
- (d) emergency procurements; and
- (e) operating grants to arts entities.

(B) “Minority Business Enterprise” or “MBE” means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital, and earnings commensurate with their percentage of ownership.

(C) “Women’s Business Enterprise” or “WBE” means a business enterprise that is owned, operated, and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(D) “Waiver” means an adjustment to the MBE/WBE goals established by the Procurement Review Group for a solicitation that may be requested by a bidder at the time of bid submission.

SECTION 2. MINORITY AND WOMEN’S BUSINESS ENTERPRISE GOALS.

(A) An overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of county procurements is to be awarded to and/or performed by MBE and WBE firms.

(B) All county offices and departments shall make good faith efforts to equitably use the services of MBE and WBE firms.

(C) The Office of Fair Practices and Community Affairs (hereinafter “Office of Fair Practices”) shall submit to the County Executive an annual written report on the efforts made in accordance with this section.

(D) All contracts or other agreements between Baltimore County and other governmental agencies, quasi-governmental agencies, developers, or any other parties, involving the provision of discretionary dollars from or through the county for the purpose of contracting with such entities to acquire and build, renovate, rehabilitate, demolish or otherwise perform a public works function shall include provisions regarding participation by MBE firms and WBE firms consistent with this Executive Order.

SECTION 3. PROCUREMENT REVIEW GROUP

(A)(1) There is a Procurement Review Group that, at a minimum, shall consist of at least one representative from:

- (I) The Office of Budget and Finance;
- (II) The Department of Public Works; and
- (III) The Office of Fair Practices.

(2) The Chairman of the Procurement Review Group may request the presence and participation (without voting rights) of representatives from other agencies.

(B) The representative from the Office of Fair Practices shall serve as the Chairman of the Procurement Review Group.

(C) (1) The Procurement Review Group shall review bid solicitations involving discretionary dollars to determine whether opportunities exist for MBE or WBE participation or both MBE and WBE participation.

(2) The Procurement Review Group may make recommendations for dividing total requirements of a solicitation into smaller contracts or shorter terms to allow maximum MBE or WBE participation or both MBE and WBE participation.

(3) (I) The Procurement Review Group may recommend that the minimum MBE or WBE participation or both MBE and WBE participation in an individual procurement or class of procurements be more or less than the 15% overall goal established in Section 2, as appropriate.

(II) Any recommendation that the minimum MBE or WBE participation or both MBE and WBE participation in an individual procurement or class of procurements be more or less than the 15% goal established in Section 2 shall be reasonable and shall reflect the number of willing and able firms available to perform the items of work to be subcontracted.

(D) (1) The Procurement Review Group may adopt rules of procedure for the conduct of its business.

(2) The rules may include:

(I) rules and standards for evaluating and determining MBE and WBE goals for solicitations;

(II) rules for evaluating requests for waivers; and

(III) refinements to the definition of “discretionary dollars.”

(E) The Procurement Review Group shall meet regularly as determined by the Chairman.

SECTION 4. SOLICITATIONS - OPPORTUNITIES.

In accordance with the recommendations of the Procurement Review Group, the Office of Budget and Finance and the Department of Public Works shall:

(1) To the extent practicable and consistent with other provisions of this Executive Order, take the steps outlined in this Section to ensure that MBE firms and WBE firms have maximum opportunity to participate on county contracts;

(2) Use best practices (which may include, but not be limited to, use of the county website, advertisement in newspapers, and other media outlets) to notify MBE and WBE firms of bid solicitations in accordance with Section 6 (Formal Bid Procedure) of the Purchasing Manual;

(3) Inform all prospective bidders of the county's policy concerning MBE and WBE participation during the solicitation phase of the bid process; and

(4) To the extent practicable, divide total requirements of a solicitation into smaller contracts or shorter terms to allow maximum MBE and WBE participation.

SECTION 5. AGENCY RESPONSIBILITIES.

(A) It shall be the responsibility of the Office of Fair Practices to ensure that county offices and departments adhere to the procedures and provisions of this Executive Order.

(B) The Office of Fair Practices shall:

(1) Post a list of certified MBE and WBE subcontractors on the county website;

(2) On request, provide a list of certified MBE and WBE subcontractors to prospective bidders; and

(3) Assume primary responsibility for reviewing, on a continuing basis, all aspects of the use of Minority Business Enterprises and Women's Business Enterprises in county contracts to assure that the purpose of this Executive Order is being achieved.

(C) The Department of Public Works shall:

(1) Post lists of pre-qualified consultants and contractors on the county website; and

(2) On request, provide a list of pre-qualified consultants and/or contractors to MBE and WBE subcontractors.

(D) The Office of Fair Practices and the Office of Budget and Finance shall jointly:

(1) Assist county offices and departments in identifying qualified certified MBE and WBE firms ready and able to provide services, equipment, materials and supplies to the county;

(2) If applicable, attend pre-bid meetings and bid openings to provide information to prospective bidders about the county's policy with respect to MBE and WBE participation;

(3) Review MBE and WBE participation plans submitted by general contractors to determine whether goals are being achieved;

(4) Provide outreach services to MBE and WBE firms by working closely with the Department of Public Works; and

(5) Provide periodic reports to the County Executive and County Council.

SECTION 6. BID REQUIREMENTS.

(A) (1) All bidders shall submit a list of all subcontractors contacted in preparation of their bid package or proposal.

(2) The list shall include the service to be performed, bid amount, and the race/ethnicity/gender of the business owner(s).

(B) (1) All bidders shall submit a list of all subcontractors to be used on a county contract in the bid package.

(2) This list shall include all subcontractors (both MBE/WBE and non-MBE/WBE) used, the service to be performed, the total amount to be paid, and the race/ethnicity/gender of the owner.

(C) Bidders (including certified MBE/WBE prime consultants and general contractors) shall make a good faith effort to meet the goals established in a bid for a project.

(D) Subject to subsection (E) of this Section, a bidder shall be deemed non-responsive if:

(1) The bidder does not comply with Subsections (A), (B), and (C) of this Section; or

(2) The bidder does not meet the goal established by the Procurement Review Group.

(E) (1) If a bidder is unable to comply with the goals established in a bid for a project, the bidder may submit a request for a waiver at the time of bid submission.

(2) The request for waiver shall include documentation that demonstrates the bidder's good faith efforts to comply with the goals, including:

(I) Signed unavailability statements from all MBEs and WBEs that the bidder solicited for participation; and

(II) Copies of solicitation documentation to all potential subcontractors, including:

(a) Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each; and

(b) Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.

SECTION 7. CERTIFICATION.

In calculating the county's success in achieving the goals established in this Executive Order, the county may include the following:

(1) On contracts that have MBE/WBE subcontracting requirements, only the participation by subcontractors certified by the Maryland Department of Transportation or Baltimore City's Minority Business Office Certification shall be counted;

(2) For contracts by the Office of Budget and Finance, contracts with non-certified prime contractors who certify their status as an MBE/WBE under oath or Prime contractors certified by any jurisdiction as an MBE/WBE shall be counted toward the MBE/WBE participation; and

(3) For Public Works contracts, only prime consultants and general contractors certified by Maryland Department of Transportation or Baltimore City's Minority Business Office Certification programs shall be counted toward the MBE/WBE participation.

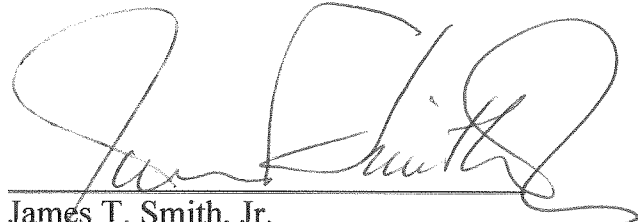
SECTION 8. EFFECTIVE DATE.

This Executive Order shall take effect on the day it is signed by the County Executive and shall continue in effect until changed by another Executive Order.

ATTEST:



Peter O'Malley
Chief of Staff to the County Executive



James T. Smith, Jr.
County Executive

Reviewed for legal form and sufficiency
and approved for execution



Office of the County Attorney Date 6-4-09

BALTIMORE COUNTY, MARYLAND
Certified MBE/WBE Utilization and Fair Solicitation Affidavit
(FORM A)

**This document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

* * * * *

I acknowledge the:

- The goals, if applicable, of:
 - 15 % for certified MBE-owned businesses and
 - 15 % for certified WBE-owned businesses. (For implementation)

I have made a good-faith effort to achieve this MBE/WBE requirement. If awarded the contract, I will comply with this MBE/WBE contract requirement and will continue to use my best efforts to increase MBE/WBE participation during the contract term.

PLEASE CHECK ONE BOX (EITHER 1, 2, OR 3)

NOTE: ANY INCONSISTENCY BETWEEN THIS FORM AND FORM B MBE/WBE PARTICIPATION MAY RENDER A BID NON-RESPONSIVE AND THE COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

1 ☐ Prime contractor has met the MBE/WBE contract requirements for this solicitation and contract. I submit the MBE/WBE Participation Form B and Form C, along with this Affidavit, which details how the prime contractor will achieve the contract requirements.

or

2 ☐ After having made a good-faith effort to achieve the MBE/WBE requirements, the prime contractor can only achieve partial success. I submit the MBE/WBE Participation Form B, Form C, Form D and Form E along with this Affidavit, which details how the prime contractor will partially achieve the contract requirements.

I request a partial waiver and will meet the following MBE/WBE participation goals:

- Partial waiver of MBE/WBE subcontract participation subgoals, if applicable:
 - ____ % for certified MBE-owned businesses and
 - ____ % for certified WBE-owned businesses.

or

3 ☐ After having made a good faith effort to achieve the MBE/WBE requirements for this contract, the prime contractor is unable to achieve the requirements and/or sub requirements for this contract. I submit the MBE/WBE Participation Form D and Form E, along with this Affidavit, which details the steps the prime contractor has taken in an attempt to achieve the contract requirements.

I request a full waiver.

BALTIMORE COUNTY, MARYLAND
Certified MBE/WBE Utilization and Fair Solicitation Affidavit
(FORM A)

IF YOU HAVE CHECKED BOX 2 OR 3, THE FOLLOWING IS APPLICABLE:

- 1) If a bidder is unable to comply with the goals established in a bid for a project, the bidder may submit a request for a waiver at the time of bid submission. However, occasions for granting waivers will be limited.
- 2) The request for waiver shall include documentation that demonstrates the bidder's good faith efforts to comply with the goals, including:
 - (I) Signed unavailability statements from all MBEs and WBEs that the bidder solicited for participation; and
 - (II) Copies of solicitation documentation to all potential subcontractors, including:
 - (a) Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each; and
 - (b) Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.

As I have checked Box 2 or 3 of this Affidavit, I understand I must submit the following supporting documentation with the bid:

- *MBE/WBE Participation Schedule* (Form B)
- *MBE/WBE Disclosure and Participation Statement* (Form C)
- *MBE/WBE Subcontractors Unavailable Certificate* (Form D) (if applicable)
- *MBE/WBE Outreach Efforts – Compliance Statement* (Form E)
- Any other documentation in accordance with Section 6 (E) Bid Requirements of the attached Executive Order.

I acknowledge that the MBE/WBE subcontractors/suppliers listed on the *MBE/WBE Participation Schedule* (Form B) will be used to accomplish the percentage of MBE/WBE participation that the prime contractor shall achieve.

In the solicitation of subcontract quotations or offers, MBE/WBE subcontractors were provided the same information and amount of time to respond, as were non-MBE/WBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE/WBE subcontractors at a competitive disadvantage to non-MBE/WBE subcontractors.

I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

BALTIMORE COUNTY, MARYLAND
Certified MBE/WBE Utilization and Fair Solicitation Affidavit
(FORM A)

Bidder/Offeror Name

Affiant Signature

Address

Printed Name & Title

Address (continued)

Date

BALTIMORE COUNTY, MARYLAND MBE/WBE PARTICIPATION SCHEDULE (FORM B)

****This document must be completed and submitted with Bid/Proposal to Baltimore County.***

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

PLEASE COMPLETE THE FOLLOWING INFORMATION FOR EACH MBE/WBE PARTICIPANT

Prime Contractor's Name	Prime Contractor's Address and Telephone Number
Project Name and Description	Project Location
	Base Bid \$ _____
1. MBE/WBE Firm Name	MBE/WBE Firm Address
MBE/WBE Firm Telephone Number _____ MBE/WBE Firm Fax Number _____ ☐ MDOT Certification ☐ Baltimore City Certification # _____	MBE/WBE Group Type ☐ (African American) ☐ (Women) ☐ (Asian) ☐ (Hispanic) ☐ (American Indian) ☐ (Other)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
2. MBE/WBE Firm Name	MBE/WBE Firm Address
MBE/WBE Firm Telephone Number _____ MBE/WBE Firm Fax Number _____ ☐ MDOT Certification ☐ Baltimore City Certification # _____	MBE/WBE Group Type ☐ (African American) ☐ (Women) ☐ (Asian) ☐ (Hispanic) ☐ (American Indian) ☐ (Other)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
3. MBE/WBE Firm Name	MBE/WBE Firm Address
MBE/WBE Firm Telephone Number _____ MBE/WBE Firm Fax Number _____ ☐ MDOT Certification ☐ Baltimore City Certification # _____	MBE/WBE Group Type ☐ (African American) ☐ (Women) ☐ (Asian) ☐ (Hispanic) ☐ (American Indian) ☐ (Other)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
MBE/WBE Total Dollar Amount	Total MBE Percent of Entire Contract
Form Prepared by:	Reviewed and Accepted by Minority Business Enterprise Officer
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

Total MBE Participation:	_____ %	\$ _____
Total WBE Participation:	_____ %	\$ _____
Total Participation:	_____ %	\$ _____

BALTIMORE COUNTY, MARYLAND MBE/WBE DISCLOSURE AND PARTICIPATION STATEMENT (FORM C)

****This document must be completed and submitted with Bid/Proposal to Baltimore County.***

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

Contract Name and Description: _____

Name of Prime Contractor: _____

Name of MBE/WBE Subcontractor: _____

☐ MDOT ☐ Baltimore City # _____
Certification Number

1. Work/Services to be performed by MBE/WBE Subcontractor: _____

2. Subcontract Amount: \$ _____

3. Bonds - Amount and type required of Subcontractor if any: _____

4. MBE/WBE Anticipated Commencement Date: _____ Completion Date: _____

5. This MBE/WBE subcontract is _____ percent of the County contract cost:

6. This is a MBE-Owned Business Firm: Yes _____ No _____

7. This is a WBE-Owned Business Firm: Yes No

The undersigned MBE/WBE subcontractor and prime contractor will enter into a contract for the work/service indicated above upon the prime contractor's execution of a contract for the above referenced project with the Baltimore County. The undersigned subcontractor is a MDOT or Baltimore City certified MBE/WBE. The terms and conditions stated above are consistent with our agreements.

Signature of MBE/WBE Subcontractor: _____ Date: _____

The terms and conditions stated above are consistent with our agreements.

Signature of Prime Contractor: _____ Date: _____

BALTIMORE COUNTY, MARYLAND
MBE/WBE - SUBCONTRACTOR UNAVAILABILITY CERTIFICATE
(FORM D)

**If applicable, this document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on the _____ contract.

2. The _____ (MBE/WBE Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firms MBE/WBE Representative

Title

Date

MDOT/Baltimore City Certification #

Telephone #

3. IF SECTION 2 ABOVE WAS NOT COMPLETED BY THE MBE/WBE FIRM, THE PRIME CONTRACTOR SHALL COMPLETE THIS SECTION 3.

The Certified MBE/WBE advised me that they are unavailable, unable to perform the work/services for the above-contract or failed to respond to repeated requests for a price proposal for the above-contract.

Signature of Prime Contractor

Title

Date

BALTIMORE COUNTY, MARYLAND
MBE/WBE - OUTREACH EFFORTS - COMPLIANCE STATEMENT
(FORM E)

**If applicable, this document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

In conjunction with the bid or offer submitted in response to Solicitation Number _____, I state the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of the solicitation documentation in accordance with Section 6 (E) Bid Requirements of the Executive Order, used to solicit certified MBE/WBEs for the subcontract opportunities accompanied with the signed MBE/WBE Subcontractor Unavailability Certificate (Form D).

3. Bidder/Offeror made the following attempts to solicit MBE/WBEs:

Signature – Bidder Offeror

Print or Type Name of Firm

Street Address

City State Zip Code

Date

BID REPLY LABEL

*CUT ON THE DOTTED LINE AND SECURE TO THE
OUTSIDE OF YOUR RESPONSE ENVELOPE OR
CARTON.*

REQUEST FOR PROPOSAL	
NO. P025 03/12/10, 2:15 PM EMPLOYEES RETIREMENT SYSTEM	
TO:	BALTIMORE COUNTY, MARYLAND PURCHASING DIVISION 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665

BE SURE TO SEPARATE THE PRICE PROPOSALS FROM THE TECHNICAL PROPOSALS. PRICE AND TECHNICAL PROPOSALS MUST BE BOUND SEPARATELY SO THAT EVALUATORS CAN REVIEW THE TECHNICAL PROPOSALS WITHOUT KNOWLEDGE OF THE PRICE PROPOSALS.

PLEASE USE THE LABELS BELOW TO CLEARLY MARK THE OUTSIDE OF BOTH THE TECHNICAL PROPOSALS AND PRICE PROPOSALS WITHIN YOUR ENVELOPE OR CARTON.

TECHNICAL PROPOSAL

PRICE PROPOSAL

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-025
EMPLOYEES RETIREMENT SYSTEM AND SERVICES**

GENERAL CONDITIONS

1. BACKGROUND

- 1.1 The purpose of this Request for Proposal (RFP) is to solicit proposals from experienced vendor/contractors for an Employee Retirement System and Services solution to replace the outdated Employee Retirement System (ERS) known as Pension Gold Retirement and Information Management System (Pension Gold) that has been in use by the County since 1999.
- 1.2 The new system and services will replace the County's legacy system and services. The new solution must meet current industry standards, have the capacity to grow and expand with the County's changing needs, integrate with existing as well as future software applications, as further described herein, eliminate the need for duplicate systems, modernize processes with technology to automate and expand services, and must comply with the legal requirements of the County, specifically, Article 5 of the County Code, <http://www.amlegal.com/baltimorecomd> and the Comprehensive Annual Financial Report (CAFR), <http://resources.baltimorecountymd.gov/Documents/Budgets/accounting/erscafr08.pdf>,

See Appendix C: Pension Replacement System

2. SCOPE OF SERVICES

- 2.1 The County seeks to implement a "state of the art" Employee Retirement System (ERS) and Services solution, which will satisfy all of the County's current requirements, as specified in this RFP, yet be easy to implement and easy and inexpensive to upgrade and expand to satisfy future needs for additional functionality and/or processing capacity. The County requests responders to offer their "best" solution that will satisfy the requirements set forth herein.
- 2.2 It is the intention of these specifications that the offeror hereunder shall furnish, implement and support, and Baltimore County shall purchase an Employee Retirement System and Services solution to replace the current ERS covered by this contract that the County may require during the period of time specified. The quantities shown are approximate, more or less and are for the purpose of proposal evaluation.
- 2.3 The offeror shall at a minimum provide Pension and Benefit software modules that are compatible with each other and consistent with the financial applications currently in use by the County, which includes, but is not limited to:
- Financial Management
 - Human Resources
 - Performance Budgeting
 - Payroll and Government Reporting
 - Applications for filing state income tax withholding and unemployment contributions
 - Applications for filing Maryland State Retirement System detail reports
- 2.4 The County requires all vendors to adhere to the County's **System Development Life Cycle (SDLC) (See Appendix B)** throughout the performance of all obligations and responsibilities under the resultant agreement. The successful vendor may substitute SDLC documentation deliverables using vendor's existing document templates only with prior written approval of the County.
- 2.5 The County reserves the right to order additional software / services that may be required during the said period, and it also reserves the right not to order software / services bid upon by the

vendor, if it is found that such software / services are not required by the County during the period covered by this contract.

See Appendix C: *Pension Replacement System*

3. TERM OF AGREEMENT

- 3.1 The term of this agreement shall be for one (1) year commencing on the date the Agreement is approved by the County and shall continue through the date that is one (1) year after the fully executed Notice of Final Acceptance of the first applicable Products (the Initial Term"). Any additional Products purchased shall be prorated to the then-current term.
- 3.2 The County reserves the right to renew this agreement for up to nineteen (19) additional one-year renewal options (each "Renewal Term") under the same terms and conditions. The County will automatically renew this agreement at the end of the Initial Term and each Renewal Term thereafter (except the last Renewal Term) unless it provides written notice of non-renewal to the Contractor prior to the end of the then-current term.
- 3.3 If price adjustments are requested pursuant to the terms of the agreement, vendor/contractor must notify the County's Purchasing Division Buyer for OIT in writing not less than (60) days prior to the end of the then-current term. Baltimore County reserves the right to accept or reject the request for a price increase within thirty (30) business days of receipt.

4. ESCALATION

- 4.1 All prices, including License fees, contained herein shall be firm against any increase throughout the Initial Term. Thereafter, the County may entertain a written request from the contractor for escalation of the pricing in accordance with the then-current Consumer Price Index or up to a maximum 5 % increase on the current County pricing, whichever is lower.
- 4.2 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 4.3 If the price increase is approved, the price will remain firm for one year from the date of the increase.

5. PROPOSAL REQUIREMENTS.

5.1 FIXED PRICE PROPOSAL REQUIRED

5.1.1 Price proposals for the Employee Retirement System and Services solution must be "fixed price" proposals. The proposed price must include all costs that will be incurred for the implementation of the Systems and Services, including, but not limited to, costs for the following: software licenses; integration and project management; software testing; installation and implementation of software; training services; maintenance and warranty for software; all other work proposed. If an Offeror offers options and/or alternatives that are not included in the fixed price for the proposed System and Services, the Offeror must provide for each such option/alternate the following information:

- 5.1.1.1 A detailed description of the option/alternate (including, but not limited to, all features and functionality that will be unavailable in the base System and Services;
- 5.1.1.2 A full explanation of the rationale for not incorporating such functionality in the base System and Services;

5.1.1.3 Detailed price information for each option/alternate, in accordance with the price proposal requirements of this RFP.

5.1.2 The price proposal must identify, by separate line item, the cost of each item of software, services, and other work to be furnished as part of this Employee Retirement System and Services solution. The County reserves the right, in its sole discretion; to reject without evaluation any Proposal that does not identify each items of work by line item, and any Proposal (including but not limited to, proposals to perform work on a “time and materials” or “cost-plus” basis) that does not provide a fixed price to perform the proposed work.

5.2. **MAINTENANCE AND SUPPORT; WARRANTY; TRAINING**

5.2.1 **Maintenance and Support Services.**

This Proposal must include a section describing the maintenance and support services to be provided under the contract resulting from this RFP. Maintenance and support services, commencing one year after Final Acceptance of the first applicable Project, must be included in the fixed price proposal, with the price identified on a separate line item. The County expects the maintenance and support will be furnished on a “turnkey” basis – i.e. the successful offeror will itself be contractually responsible for all maintenance and support services for all elements of the System, including but not limited to all software under the contract, and will be the single point of contact for service and support.

5.2.2 The County expects that the successful offeror will guarantee the availability of maintenance and support services for application software, on the foregoing “turnkey” basis, for a minimum of nineteen (19) years from Final Acceptance of the first Product.

5.2.3 Proposals must include a description of the proposed services, stating whether the Offeror will comply with the foregoing terms, and describing the offerors problem resolution procedures – including problem severity classifications, response times and “fix” times for each level of severity as the County’s Incident Response Standards, and the escalation procedures (including on-site service) that will apply where resolution is not immediately achieved.

5.2.4 **Support.**

The County expects the successful offeror to provide the Initial Term of maintenance and support as a warranty period where the maintenance and support fee during this time is waived. Contractor will be expected to provide Support to the County and its Authorized Persons by telephone, e-mail, facsimile, modem, Internet connection or on-site at County premises (as appropriate, and as directed by County, and pursuant this RFP). All Support shall be handled in a professional manner consistent with applicable industry standards. Support shall be unlimited during the Initial Term and any and all Renewal Terms. Support is expected to be provided twenty-four hours per day, seven days per week, 365 days per year, as required by the County.

5.2.5 **Warranty.**

The County requires a warranty from the successful offeror that covers the entire System, including all equipment, software, and other deliverables, design, implementation/ integration and other services required under the contract resulting from this RFP. The warranty must be on a “turnkey” basis – i.e. the successful offeror must itself be contractually responsible for all warranty obligations and must be the single point of contact for service under the warranty.

5.2.6 **Training.**

The County requires the successful offeror to provide basic onsite, hands-on, advanced procedure, system administrator, and other training services that may be required, which shall include all training materials for each student.

Proposals shall describe, and in the Price Proposal provide line item flat training day fee, inclusive of all per diem expenses, travel, parking, hotel, training materials, etc. for the training that the offeror is capable of providing, the training methodologies and materials to be used and furnished, the offeror's experience in furnishing the kinds of training requested, and the recommended number of days of each type of training recommended by the Offeror. Proposals shall state clearly, whether each type of training requested will be offered in accordance with the RFP requirements.

- 5.3 **MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS:** The resulting minority and women business participation requirement for this contract is **15% during the Implementation period**. Thereafter, Offerors should seek additional M/WBE participation when possible.

5.3.1 Each Contractor must comply with all Minority and Women Business Enterprises (M/WBE) participation requirements. Included with this solicitation package are copies of the County's M/WBE policy and provisions and M/WBE participation schedule forms. All M/WBE participation forms must be completed, executed, and **returned to the Purchasing Division with the bid** if a goal has been assigned. To request M/WBE participation forms, contact the buyer on the solicitation.

5.3.2 It is the intention of the contract, that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement rather than on a job-to-job basis. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.

5.3.3 The Prime Contractor shall make a genuine good faith effort to comply with the Baltimore County Minority Business program's minimum 15% subcontracting goal. However, the percentage requirement may vary. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This good faith effort is also applicable to Prime Contractors who are themselves, minority-owned or woman owned firms.

5.3.4 All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online system called PRISM at www.baltimorecountymd.gov/go/mwbe under MWBE directory/Vendor Compliance. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to Damon Hughes at 410-887-3407.

6. **PROPOSAL SUBMISSION.**

The PROPOSAL SIGNATURE COVER PAGE shall be the first page of each proposal. Proposals shall be submitted in the format outlined in this section with insert tabs separating various parts of the Proposals. Proposals not conforming **to this format may be deemed nonresponsive and not receive further consideration, at the sole discretion of the County.**

- 6.1 **Introduction and Executive Summary.** Three (3) pages or less, on Company letterhead signed by a person with authority to bind the Company to all terms of the Proposal, include all of the following:

- 6.1.1 The title of the RFP and the County RFP number, as set forth on the cover page of the RFP;
- 6.1.2 The Company name, street address, mailing address if different, email address, telephone number, facsimile number, and web site address (if any);
- 6.1.3 Year established (including former names and years established, if applicable);
- 6.1.4 Type of ownership and parent company, if any;
- 6.1.5 Federal Tax Identification and DUNS number;
- 6.1.6 The name, street address, mailing address if different, email address, telephone number, and facsimile number of the person to contact in connection with the Proposal;
- 6.1.7 The address and telephone number of the facility where the project will originate, (if different than above).
- 6.1.8 Describe the major facets of the proposal, including conclusions, assumptions and recommendations the Offeror desires to make.
- 6.1.9 What is your Company's primary business?
- 6.1.10 Indicate the specific market segment(s) your company targets.

6.2 **Organizational Structure**

- 6.2.1 Describe how you propose to organize your project team by role and skill sets.
- 6.2.2 List the key team members by role that will be involved in this project.
- 6.2.3 Staff Resumes:
 - Provide resumes for the Project Management staff and other key staff who will be working on this project.
 - Provide a mapping between the assigned resources and reference projects.
 - Indicate any applicable certifications held by key staff.
 - The resumes should reference only applicable experience related to the scope of this RFP. Resumes should not exceed two (2) pages.
 - The County reserves the right to request resumes on any offeror employees or subcontractor employees assigned to provide deliverables to the County.
- 6.2.4 Describe any security in place with regard to project team members (security clearances, levels of clearances, background checks, etc.) and the frequency of same.

6.3 **Experience and Reference Summary**

- 6.3.1 Briefly summarize your firm's experience implementing a system of this nature and relate its relevance to the proposed project in terms of technical scope, tasks involved, deliverable products, etc. (Do NOT include an extensive list of projects that are not relevant to this proposal).

6.3.2 Provide a minimum of three (3) project references of similar size and scope. If proposing to subcontract any portion of the work, the same information must be provided for each subcontractor. The projects should be from the last 18 months. For each project include the following:

- Project Name.
- Name and address of client.
- Client contact person (name, position, e-mail address, current phone number).
- Period of contract or project.
- Description of products installed and/or implemented including release #s, DBMS, hardware platform, OS, and services provided.
- Amount of contract or project.
- Status and comments.
- Project Schedule and project effort.
- Subcontractors utilized.
- NOTE: All subcontractors will be subject to the approval of the County. The successful Offeror shall itself be solely responsible for the performance of all work set forth in any contract resulting from the RFP, and for compliance with the price and other terms provided in the contract.

6.4 **Functional Specifications and Essential Business Requirements**

6.4.1 The County has completed a thorough needs assessment and analysis of the system requirements necessary to support operations. This work has resulted in the functional specifications and essential business requirements found in Appendix C – Pension Replacement System which also includes a summary of how the process is performed today. Vendors should understand that while this list of specifications and requirements is extensive, it does not contain the full and complete scope of the Employees Retirement System' functional specifications. The successful offeror will work with the County's subject matter experts to expand these specifications into fully developed use cases on which the system function and configuration will be based.

6.4.2 Offerors are required to familiarize themselves with the County's needs by reading Article 5 of the County Code pertaining to the County's pensions and retirement system and the latest Comprehensive Annual Financial Report for Baltimore County's Employees Retirement System as further specified therein.

6.4.3 Offerors are required to provide a detailed response for each section of Appendix C explaining how your proposed solution will satisfy all of the County's current requirements, as further specified, to assist the County achieve project objectives in a more effective, accurate, efficient manner; reduce reliance on spreadsheets, Access databases, and external lookup tables, as further stated herein. Where appropriate, responses should be accompanied by screen shots of the user interface, visual aids, and examples of forms and reports, including a discussion of actual/real-world client examples.

6.4.4 Appendix C, Section 3.6, Description of Essential Calculations and Determinations, describes some of the key calculations and determinations and how these calculations and determinations are performed today by the County. Describe in detail how your proposed solution will allow the County to perform each numbered item. Your response must discuss any assumptions about required data inputs, data sources, and availability of data. And address how your proposed solution will satisfy all of the County's current requirements, as further specified, to assist the County achieve project objectives in a more effective, accurate, efficient manner; reduce reliance on spreadsheets, Access databases, and external lookup tables, as further stated herein.

6.4.5 Include a detailed discussion on how your solution will handle the member scenarios

illustrated in Appendix C, Section 3.9, Member Scenarios.

- 6.4.6 For Appendix C, Section 3.11, Requirements Statements, provide a response describing in detail how your solution satisfies each requirement. You must respond to each requirement with an indication whether fulfillment of the requirement is an-out-of-the-box feature or if customizations are required.

6.5 **Technical Specifications**

The County is open to new technology and would like to obtain as much information as possible about the Software and Hardware Requirements and Recommendations for the new system from the respective vendors. The County is interested in a complete solution with no or minimal “customizations” for the solution to meet the needs of the County. Describe how your proposed solution accomplishes each of the following. Provide the features, functions and capabilities of your proposed solution, include a list of all software application modules necessary to meet the needs of this RFP, including but not limited to the following (indicate those features that are not standard out-of-the-box):

6.5.1 **Overview and Technical Capabilities of Software Solution**

- a. Discuss in detail the features of your proposed solution that support a multi-employer and multi-user environment.
- b. Address how your solution will enable the County to more effectively, efficiently, and securely communicate and share information with employers, members and external organizations. Include a discussion of communication standards, accessibility, processing efficiencies.
- c. Provide an overview of the application(s) suite and all modules.
- d. Provide a detailed discussion of the **technical capabilities** of the application(s). At a minimum include the following:
 - System Requirements.
 - Functionality and Workflows.
 - Adherence to opens systems standards.
 - System Architecture.
 - Web Online Services/Applications.
 - Database Requirements.
 - Supported RDBMS.
 - Training Requirements and Offerings (Classes, Materials).
 - Security and Disaster Recovery.
 - Follow-on Technical Support.
 - Configuration/Customization.
 - System Administration.
 - Querying and Reporting.
 - Module Interaction.
 - Online capability.

6.5.3 Provide a separate discussion on the **supporting services**:

- a. Data Conversion Methodology.
- b. Migration Planning.
- c. Documentation (Administrator, End User, Technical, Online).
- d. Maintenance.
- e. Support Agreements (including severity levels and response times).

- f. New release process.
- g. Future Release Schedule.
- h. Future Direction of Application Proposed.
- i. Bug Fixes (describe level of automation of regression testing tools used in releases, emergency fixes, etc.)
- j. Beta Test Program (include details on regression testing process).

6.5.4 Provide a separate discussion on the product licensing:

- a. Offerors shall provide information on their product licensing strategies (named, concurrent, enterprise), support agreements and technology upgrades. Provide pricing for each product option available to the County in the price worksheet and attach to the Price Sheet.
- b. *Offerors should identify any 3rd party software requirements (may be purchased by Offeror) and costs necessary for integration in the price worksheet and attach to the Price Sheet.*
- c. Baltimore County will not sign Offerors licensing and/or support agreement.
See Appendix D: Sample Contract

6.5.5 The County requires that the offeror place their application software source code in escrow.

6.5.6 Provide your detailed response to **Appendix A - Technology Requirements.**

6.6 **System Administration, Integration, Database Conversion and Reporting** - Offeror should provide a detailed description on how their proposed solution meets these requirements.

6.7 **Offeror Recommended System Environment** – Offeror should provide a detailed description on their preferred system environment that is best suited to meet the needs of the County.

6.8 **Project Management and Schedule with Milestones** - Baltimore County requires all vendors adhere to its **System Development Life Cycle (SDLC)** – see **Appendix B**

6.8.1 Describe your project management. Provide a detailed overview of the methods for managing communications, scope, cost, time, quality, change, risk and the overall customer relationship.

6.8.2 Provide a detailed discussion of the project lifecycle methodologies, including Planning, Requirements, Design, Development/Construct, Test, implementation and Evaluation.

6.8.3 Provide a project schedule showing a typical implementation for a Pension and Benefit business unit including significant tasks with milestones in Microsoft Project 2003 format.

6.8.4 Offerors should illustrate their project management approach and describe their project lifecycle for the implementation of their product, including the timing of deliveries, training, data conversion and expected effort from the County. Include tasks to be performed by the County.

6.9 **Issues and Assumptions.** Provide information on any issues or assumption that are being made that could affect the outcome of the engagement.

6.10 **Forms.** Provide completed forms such as, but not limited to, the Procurement Affidavit, Minority Participation Affidavit, Taxpayer Identification Number (TIN and Certification), and your IRS Form W9, in this section.

- 6.11 **Miscellaneous.** Any miscellaneous information relevant to the project not included in a previous section may be included in this section.

7. **INSURANCE.**

- 7.1 The successful vendor **will be** required to execute the Certificate of Insurance form furnished by the County in accordance with the attached requirements. The successful vendor will have **fifteen (15) calendar days** to comply with this requirement, excluding County holidays and non-work days, if applicable.
- 7.2 The Insurer must maintain the insurance coverages required by the County while this agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.
- 7.3 In the event the Vendor changes their insurance carrier, a new Certificate of Insurance (form PB021) must be requested from the County and completed by the new insurance carrier within ten (10) days of the change of policy.

8. **PRE-PROPOSAL CONFERENCE.** A pre-proposal conference is scheduled for 02/03/10, at 10:00 A.M. in the Purchasing Bureau, 400 Washington Avenue, Room 148, Towson, Maryland 21204. In order to ensure adequate seating is available, each company is limited to two (2) attendees who shall register with the buyer no later than three (3) days prior to scheduled date.

9. **QUESTIONS AND INQUIRIES; ADDENDA**

- 10.1 Questions will be entertained at the conference. If it becomes necessary to revise any part of this RFP, addenda will be posted on the County's web site at <http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/index.html>
- 10.2 Offerors **must** acknowledge, in writing, receipt of all addenda in the text of their proposals. All official correspondence in regard to the specifications should be directed to and will be issued by the Purchasing Bureau. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.
- 10.3 **The deadline for written questions pertaining to this solicitation is seven (7) working days prior to the due date of proposals.**

11. **EVALUATION OF OFFERS.** Award will be made to the responsible offeror whose proposal best meets the needs of the county as set forth herein.

- 11.1 Proposals will be evaluated based on the following criteria, listed in order of importance.

- 11.1.1 **Requirements:** Compliance with RFP requirements, ability of system to meet County's technical and functional requirements, business requirements, and business rules including system functionality, ease of use, and the impact of the proposed solution on the County's operations, and the demonstrated ability of the solution to enhance operational efficiency and effectiveness.
- 11.1.2 **Technical Solution:** Overall fit to County's Employees Retirement System, including user experience, system architecture, expandability, robustness, scalability, flexibility, ease of customization, interface intuitiveness, use of industry-wide technology.
- 11.1.3 **Maintenance and Support:** Thoroughness of support program, reputation of company with customer's responsiveness, thoroughness of testing, and availability, overall cost of support and upgrades.

11.1.4 **Implementation Management:** Comprehensiveness of project plan, quality of approach, thoroughness of testing phases, training, customer service, project understanding and soundness of proposed methodology, including but not limited to the detail and accuracy of the proposed scope and scope of work, implementation plan, compatibility and integration with existing systems. Existence of published standard application programming interface (API's) which demonstrate ability to easily interface with County systems.

11.1.5 **References and Experience:** Quality of overall system, experience with implementation, experience with existing County systems, degree to which projects went over budget/schedule, customization design and cost, experience with Help Desk / support staff, personnel qualifications, and proposal firm's qualifications and company references, particularly from projects of similar complexity and scope.

11.1.6 **Company Position in Industry:** Offeror's financial and technical qualifications and well as their demonstrated ability to provide the solution and resources required by this RFP. Fiscal and administrative structure, length of time providing these services, as well as demonstrated ability to provide all of the appropriate services along with resources, technical qualifications, likelihood of company / product line survival, degree of product usage in industry.

11.1.7 Meet or exceed the **MBE/WBE** requirement of 15% during the Implementation period.

11.1.8 **Cost**, including long-term cost of any software license fees, recurring maintenance and support costs, and other fees, and completeness of pricing for overall project.

11.2 After consideration of the factors set forth in this RFP, the committee will recommend award to the offeror whose proposal is most advantageous to the County.

11.3 This RFP will result in the submission of "proposals" (not "bids"), and the Evaluation and award process will be based on both scored technical and price responses, not just price. Therefore, the County may enter into negotiations with offerors and invite "best and final offers" as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile or written communications, or any combination thereof, at the County's sole discretion.

11.4 Offerors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Offerors are advised to respond to this RFP fully and with forth-rightness at the time of proposal submission.

11.5 Nonacceptance of an individual offer may mean that one or more other proposals were more advantageous, or that all were rejected.

12. **ORAL PRESENTATION.** Offerors may be required to clarify their proposals by making individual presentations including a demonstration of all capabilities of their proposed solution including any integrations to existing systems, if requested, at no additional cost to the County.

13. **OFFEROR QUALIFICATIONS**

13.1 Offerors are required to furnish evidence of sufficient financial responsibility (most current financial statements, preferably audited) to fulfill this contract, and that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of this contract. Provide one (1) copy of your most current financial statement in a separate envelope with the ORIGINAL Technical Proposal.

13.2 Offerors must provide at least **three (3) references** of similar sized contracts serviced during the past eighteen (18) months. If proposing to subcontract any portion of this contract, the same

information for each subcontractor is also required. The County reserves the right to approve or reject all subcontractors. Provide the following information:

- 13.3 Prior to award of this contract, the County reserves the right to inspect the facilities of any responsive offeror. The reputation of bidders regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.
- 13.4 Offerors must be engaged in the development, implementation and operation of a Pension and Benefit Management system, offered commercially and must have been actively engaged in offering these services for a period of no less than five years.
- 13.5 Each Offeror must demonstrate sufficient experience in providing pension and benefit systems and services to jurisdictions similar in size and population to the County, and/or to private companies with equivalent pension and benefit needs.
- 13.6 Each Offeror must have a comprehensive understanding in the areas listed in this RFP. Understanding and previous experience are essential criteria in the qualifying process.

14. **SUBMITTAL PROCESS AND REQUIRED COPIES.**

Each offeror shall submit **one original, clearly marked as such, and nine (9) copies** of the complete proposal. Each offeror shall submit one digital version of the proposal documentation on a CD in Microsoft Word (version 2003) format. The CD must be labeled with the bid number, the bid title, and the bidders' name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. The cost of preparing proposals is the responsibility of offerors. The County will not photocopy your proposal documents for the purpose of complying with this provision requiring a pre-determined number of duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal.

- 14.1 Proposals must be securely sealed, and addressed to the Baltimore County Purchasing Bureau, 400 Washington Avenue, Room 148, Towson, Maryland 21204 using the label provided in the solicitation package. Copies of the label must be made for multiple packages.
- 14.2 Technical and price proposals are to be mailed together in one package, but the technical and price proposals must be bound separately. THERE SHALL BE NO REFERENCE TO THE PRICE OF PRODUCTS AND SERVICES IN THE TECHNICAL PROPOSAL. Proposals may be either mailed or hand-delivered. If the proposal is sent by mail or commercial express service, the offeror shall be responsible for actual delivery of the proposal to the proper County office before the deadline. All timely proposals become the property of the County.
- 14.3 Late proposals will not be considered. Proposals received after the deadline will be returned unopened.
- 14.4 Proposals should be prepared simply and economically, providing a straightforward, concise description of the offer, and all required information. They should be printed on recycled paper and duplexed if possible; staples, clips or rubber bands are preferred to ring binders, and unnecessarily elaborate brochures or other expensive visual presentations are neither necessary nor desired. Each page of the proposal should be consecutively numbered.
- 14.5 Each proposal shall be accompanied by an executed procurement affidavit which is provided by the Purchasing Bureau in the solicitation package.

- 15. **FUNDING OUT.** If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without any obligation or penalty.

16. **COUNTY HOLIDAYS.**

New Year's Day	Columbus Day
MLK, Jr. Birthday	General Election Day (each even year)
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

17. **MULTI-AGENCY PROCUREMENT.** Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County agencies requiring these commodities and/or services. A sub-order release will be issued against the original purchase order, confirming the contracted pricing and giving quantity and delivery requirements.

18. **COOPERATIVE PURCHASE.**

18.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

18.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response

19. **HIPAA § Compliance With Federal HIPAA And State Confidentiality Law**

19.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320 *et seq.* and implementing regulations including 45 CFR Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 *et seq.* MCMRA). This obligation includes:

19.1.1 As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements; and

19.1.2 Providing good management practices regarding all health information and medical records.

19.2 If the County determines that functions to be performed constitute business associate functions as defined in HIPAA, the selected offeror must execute a business associate agreement as required by HIPAA regulations at 45 CFR § 164.501. The fully executed business associate agreement must be submitted within 10 working days after notification of selection, or within 10 days after award, whichever is earlier. Upon expiration of the ten-day submission period, if the County determines that the selected offeror has not provided the HIPAA agreement required by this solicitation, the Procurement Officer, upon review of the Baltimore County Office of Law, may withdraw the recommendation for award and make the award to the next qualified offeror.

19.3 Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as amended from time to time, means information transmitted as defined in the regulations, that is

individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excluded certain education records as well as employment records held by a covered entity in its role as employer.

20. **"SAMPLE" FORM CONTRACT – Appendix D**

- 20.1 The County's form contract is attached as part of this solicitation. By the act of submitting a proposal, the offeror expressly acknowledges that he/she/it accepts the terms and conditions as stated in the form contract unless exceptions are submitted in writing with the proposal.
- 20.2 The offerors' acceptance of, or deviations from, the form contract terms and conditions are considered during the evaluation and subsequent award.
- 20.3 If the offeror submits an exception, which alters the County's risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its' sole and absolute discretion to deem the offeror non-responsive. NOTE: The County will not sign offeror/vendor's licensing and/or support agreements.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. P-025
EMPLOYEES RETIREMENT SYSTEM**

Due Date: 03/12/10, Time: 2:15 P.M.

PROPOSAL SIGNATURE COVER PAGE

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE REQUEST FOR BID/ REQUEST FOR PROPOSAL.

COMPANY NAME: _____

ADDRESS: _____

(City)

(State)

(Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

TAX ID NUMBER (FIN/SS#) _____ EMAIL: _____

NOTICE: A notice required to be delivered shall be deemed to have been received when such notice has been sent to the following address and individual:

THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

_____ We wish to submit a "NO BID" at this time.

_____ We do not offer this commodity/service.

Is your company a certified Minority Business Enterprise? Bidders must complete the applicable Minority Participation Affidavit attached.

Payment Terms: _____ Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

Delivery shall be made within _____ calendar days after receipt of order.

F.O.B. Destination (unless otherwise stated herein).

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County's web site at <http://www.baltimorecountymd.gov/purchasing>

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-025
EMPLOYEES RETIREMENT SYSTEM AND SERVICES**

Due Date: 03/12/10, Time: 2:15 P.M.

PRICE SHEET PAGE 1 OF 1		REQUEST FOR PROPOSAL			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 2094650 Software, Employees Retirement System and Services, inclusive of all software licenses, integration and project management, software testing, installation and implementation of software, training services, maintenance and warranty for software, and all other proposed work; a fully functional Employees Retirement System and Services Solution, as specified. ENTER THE TOTAL FIXED PRICE FOR THE RECOMMENDED EMPLOYEE RETIREMENT SYSTEM AND SERVICES SOLUTION TO RIGHT. PROVIDE AN ITEMIZED PRICE WORKSHEET IN THE FORMAT SPECIFIED ON THE NEXT PAGE FOR EACH PRODUCT, SERVICE, OR OPTION AND ATTACH TO THIS PRICE SHEET.	1	LOT	\$ _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-025
EMPLOYEES RETIREMENT SYSTEM AND SERVICES
Due Date: 03/12/10, Time: 2:15 P.M.

PRICE PAGE WORKSHEET ATTACHMENT

A	PROGRAM (Software & Documentation):		DESCRIPTION	Type of License: single/multi-user, enterprise, site, etc.	QTY	List Price for license	County's Cost for license	Total Cost
1		Base System						
2		Additional Modules:						
	a							
	b							
3		Application Tools, I.e. Report Writer, etc.						
TOTAL PROGRAM COST								\$ _____

B	HARDWARE:	DESCRIPTION	LIST PRICE	COUNTY'S PRICE
1				
2				
3				
4				
5				
6				
TOTAL HARDWARE COST				\$ _____

C	SERVICES: (See applicable Scope of Work for further details)	Number of People	X	Hours/ Days	X	Cost per Hour/Day	=	Total Cost
1	Installation/ Implementation:							
2	Customization:							
3	Data Conversion:							
4	Training:							
5	Time and Materials							
TOTAL SERVICES		\$ _____						

D	ANNUAL SUPPORT FEES:	Term:	Annual Fee
1	Product Support Fee		
TOTAL ANNUAL FEES			\$ _____

E	EXPENSES:	Per Diem
1	Daily, includes meals	
2	Rental Car, estimated at \$65.00 per day.	
3	Travel expenses, estimated at \$ _____ / day or trip.	
	TOTAL EXPENSES	\$ _____

F	OPTIONAL DELIVERABLES:	UNIT (HOUR/DAY)	COST PER UNIT	X	NUMBER OF DAYS	=	TOTAL COST
1	Hourly rate						
a	Training						
b	Labor						
2	Post Implementation						
3	Programming						
4	Optional Software / Modules: that may be purchased in the future						
a							
b							
5	Performance Bond, if applicable						
a							

**BALTIMORE COUNTY, MD
REQUEST FOR PROPOSAL NO. P-025
EMPLOYEES RETIREMENT SYSTEM AND SERVICES**

APPENDIX A - TECHNOLOGY REQUIREMENTS

Provide your detailed response to each of the following and return with your Technical Proposal.

ID#	Requirement
G1	Describe what methods your company uses to keep up with changes in your target industry.
G2	What is the proposed version of the solution? How long has the proposed version of the solution been available for client use? Please include patches and service packs.
G3	How often are major upgrades for the proposed solution released? Minor upgrades?
G4	When was the last major upgrade to the proposed product? Minor release?
G5	How many clients and sites are currently using the proposed version as their production system?
G6	Identify any scalability constraints within the proposed solution.
G7	What is the largest organization you support?
G8	Explain any plans for major technology or functionality changes in the proposed product within the next 18 to 24 months.
G9	Are there additional off-the-shelf modules available for use as add-ons with the proposed solution? Describe the functions of these modules.
G10	Does your company offer other related software packages? List the packages and the target audience for each package.
G11	Describe your company's testing and quality control process.
G12	Describe the documentation available for the proposed solution including the media on which it is available. One copy of the following documentation (either paper or CD) shall be required of short-listed vendors: End user manual (including all operations, sample reports, screen illustrations, and instructions for software provided); System administration; Technical documentation and specifications; Current release Features documentation; New release, enhancement, and fix documentation.
G13	Describe any administrative remote access features in the proposed solution.
G14	Describe any electronic notification features within the proposed solution (problems, issues, performance, etc.)
G15	Identify if the proposed solution was designed as a multi-user solution, the largest number of users installed in a production environment.
G16	Describe error logging and reporting within the proposed solution.
G17	Identify any import/export capabilities within the proposed solution including the formats that can be imported/exported.
G18	Describe the license structure available for the proposed solution (named user, concurrent user, enterprise, etc.)
G19	Vender understands that the proposed solution will be installed on multiple environments (test, development, training, production, etc.) Identify any concerns of the Offeror regarding this. Explain any

	impacts of non-production installations on license agreements.
G20	Identify and describe any concerns with copying the proposed solution from one environment to another (i.e. copy from production to development, test, training, etc.). Describe how to move the application and/or data from test to production?
G21	The County currently uses Tivoli Storage Manager (TSM) for backup. Identify any problems or concerns with this practice and your proposed solution.
G22	Identify and describe all system logging processes performed by your software. Include discussion on purging and/or archiving of system logs created.

Ad Hoc Reporting

A1	Describe ad-hoc reporting capabilities within the proposed solution.
A2	Identify all compatible software available for ad-hoc reporting.
A3	Describe any supporting features or documentation to facilitate development of queries and reports against system data.

Security (Indicate if the function is standard off the shelf or if customization would be required)

S1	Identify and describe the available levels of security for: (i) access - role, groups, user; (ii) rights - update, view only, etc; (iii) application security - screen, module, table, column.
S2	Describe any automatic functions including inactivity log off, etc. used in the solution.
S3	Identify those functions that cannot be changed after implementation, and if those changes are for the entire system or for a user
S4	Identify administrator functions and the ability to lock out administrator from other functions (allow to: grant security access, modify inactivity timeout, password reset, accessing server console and management workstations, restrict from: performing database administration, backups, and recovery)
S5	Explain how the system can allow password reset by selected users without giving access to administrator functions
S6	Describe any known issues with anti-virus and anti-spyware software. Include information on any self-contained protection
S7	Provide a detailed description of the security model in the proposed solution. Explanation should include: · Security to protect against access to the system or its data by unauthorized users; · Encryption abilities – include Public Key Infrastructure (PKI) capabilities; · Lockout methods; · User passwords; · Does the solution have a maximum number of groups that a user can have access? · Describe all default accounts and associated roles.
S8	Explain the authentication method employed (certificates etc.) – include discussion on invalid certificate processes, and authentication protocols.
S9	Does solution support remote authentication? Define mechanisms used, or does it require third party product? Provide a detailed description of the logging and or audit trail capabilities in the proposed solution. Describe capabilities for storing defined security events (such as successful/unsuccessful logins) and sending alerts to system administrators. Does solution maintain identity of all active users and ability to link defined activity to specific users?
S10	Describe solution to secure logs.
S11	Identify any sensitive data that the solution uses for identification and whether or not this data is

	encrypted or otherwise protected (SSN, Credit Card No, etc.).
S12	Can the solution encrypt and decrypt the transmission of data, files, and directories? Describe encryption types/levels supported by solution
S13	Provide detailed methods on how security is applied to protect the information in the database. Detail if users can access data or modify data without using the application interface, via ODBC connect or other means. Describe reporting capabilities to provide reports for security and auditing

Hardware

H1	Vendor should provide the minimum and recommended requirements for any required application server(s) for the proposed solution. Specify OS/NOS, service levels/packs required, additional software, additional hardware, 32/64 bit, etc.
H2	Vendor should detail the minimum and recommended requirements for client workstations. Specify OS/NOS, service levels/packs required additional software, additional hardware, etc.
H3	Identify the browsers (including versions and service packs) with which the proposed application has been tested.
H4	Vendor should provide the minimum and recommended requirements for the database server for the proposed solution. Specify OS/NOS, service levels/packs required, additional software, additional hardware, etc
H5	Define the environment on which the proposed solution runs (two tier client server, three or n-tier client server, Web browser based environment, etc.)
H6	Define the environmental specifications (i.e. heating, air conditioning, etc.) for any equipment proposed. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective.

Network

N1	Describe the types of networks the proposed application can run on or over. Include topology and required speeds where appropriate. (IP-only, LAN, WAN using frame relay T1, etc).
N2	Does the proposed application work through proxy servers? Indicate the type of proxy servers that have been tested with the proposed solution.
N3	Will the proposed application run over 56K dialup modems using a shared Cisco access server? Has this configuration been tested in a production environment?
N4	Does the proposed application run over a Virtual Private Network (VPN)? Identify the broadband methods utilized (i.e. cable modems, DSL, NAT, etc.).
N5	Has the proposed solution been tested and implemented using Citrix? Citrix Secure?
N6	Identify any specific TCP or UDP ports required for the operation of the proposed application. Will the application work with a storage area network (SAN) over fiber channel? Has the application been tested in this environment?
N7	Describe solution compatibility with LDAP and/or Active Directory services.

Database

D1	List all DBMS that the proposed application supports (Oracle, DB2, MS SQL Server).
----	--

D2	Indicate normal storage space required (by number of records).
D3	The Vendor understands that they will be required to provide the following: Installation and configuration scripts; Technical assistance and training on implementation of installation and configuration scripts; Data dictionaries for table structures; Physical data models; Documentation, scripts, and support for data conversion, if required
D4	Describe scalability parameters of the database.
D5	Identify to what extent proprietary features of the database are used in the proposed solution (i.e. non-standard SQL, stored procedures, etc.)
D6	Describe the database administrator functions available and required within your application.
D7	Identify and describe any audit and/or journaling type features provided within the solution.
D8	The application should not provide any ability to create or modify the structure of database objects or perform database administration functions (e.g. backup/recovery, reorganization) from within the application itself. These tasks should be available only to the database administrator through Database Management System (DBMS).
D9	Solution provides tools to manage application data, such as the ability to offload and/or archive and retrieve data to/from a secondary storage location.
D10	The solution should not depend on the DBMS to maintain and manage user security. This information should be maintained at the application level.
D11	The system should allow authorized and secure "read-only" end-user access to the database tables through third-party ad-hoc query tools and utilities to support reporting through Crystal Reports and other data mining efforts.

Services, Support & Training

Services SV1	Do you provide the automated tools to facilitate the installation and configuration of the solution's software?
SV2	Identify programming/customization services available through your company.
SV3	Describe your company's services staff including the ratio of services staff to client.
SV4	Vendor will provide resumes for staff members that could provide services to the County including background checks and clearance levels, when required.
Support SP1	What is the ratio of support staff to client?
SP2	Vendor will describe the methods that will be implemented to provide support for the proposed application available 24 hours a day seven days a week (800 number, pager, etc.) 365 days a year.
SP3	Vendor will describe the technical team that would be implemented to support the County for implementation and on-going support (account representative / manager, project manager, technical team leader, etc.). Vendor will provide resumes for support staff that would provide support to the County.
SP4	Describe any high level technical support available to the County's OIT staff (hours, methods, etc.)
SP5	Identify and provide details on any national and or regional users groups that exist and that are available to County staff.

SP6	Describe any upgrade notification and / or proactive automated electronic notifications processes that the vendor utilizes.
SP7	Describe how the vendor will fulfill the County's Incident Response Standards - SEE SECTION 5.2.4
SP8	Does your solution provide for the ability to maintain and manage the system via remote access (i.e. remote administration)?
SP9	Does your solution provide electronic notifications of problems, issues, and performance?
SP10	Does your solution provide full error logging and reporting?
SP11	Does your annual maintenance agreement include all enhancements and upgrades?
SP12	Does your solution support separate development and production environments?
SP13	Is your solution compatible with McAfee Antivirus software?
SP14	Is your solution compatible with Tivoli Storage Management backup system?
SP15	Describe the notification methods to the County for patches, fixes, release upgrades and version control processes used by the offeror
SP16	Baltimore County requires that vendors provide patches/fixes that are then applied by Baltimore County technical staff to a Development/Test Environment for testing. Once testing is complete and approved to be moved to production, the patches/fixes are then applied to Production again by Baltimore County technical staff. Can the Offeror work within these defined processes?
SP17	Does the offeror require access to the Baltimore County Production environment? If yes, describe in detail the type of access required and the reason(s) for it
SP18	Describe the process used for supporting production system issues and problems, including items such as testing fixes in a duplicate environment, regression testing , etc
Training T1	Describe in detail the training methods (instructor led, train the trainer, on site at County, via Webex or Internet, on site at vendor) available through your company.
T2	Identify the levels of training available to the County (end user, business process, system administrator, power user, etc.)
T3	Identify any training restrictions (class sizes, etc.).
T4	Describe training length and times available from your company (different time intervals, spread out over longer periods of time, during non-standard work hours).
T5	Define, in detail, the environment required for training (delivery method, hardware requirements, OS/NOS requirements, client hardware requirements, etc.)

Methodologies / System Development Life Cycle (SDLC) / Project Management

Methodologies M1	Describe in detail your company's methodologies with regard to the following: • Application development • Quality control – including types of tests, test plans, assurances that patches are correct, etc • Configuration management – including customization management • Version control
M2	Describe your company's policy with regard to: • Solution upgrades • Customizations – whether they become part of the base solution, if they are available to all clients paying for support
SDLC	The offeror shall provide SDLC documentation as defined in the County's SDLC methodology

SD1	document as determined by the County to be necessary for this project.
SD2	Required documentation may include documents not shown in the current <u>SDLC Document, attached hereto as APPENDIX B.</u> Identify any concerns with regard to this requirement.
SD3	Offeror is willing to work with County systems engineers to develop final as-built documentation and diagrams. Identify any concerns with regard to this requirement.
SD4	Provide a project schedule showing significant tasks, including but not limited to installation, testing and support in Microsoft Project format. Include tasks to be performed by the County.
SD5	Discuss the timing of deliveries, training, and expected effort from the County.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P025
EMPLOYEES RETIREMENT SYSTEM AND SERVICES**

APPENDIX B

**Systems
Development
Life
Cycle
(SDLC)**



**Baltimore County
Office of Information Technology**

**Adopted May 2001
Revision 3.0
June 2005**

Table of Contents

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Introduction

Software development, out of which the SDLC was born, has been a process of synthesizing methods for managing and designing new systems. The following methodologies are the outgrowth of the experiences of developers over the years. While no one method is better or worse, each methodology has presented advantages and disadvantages depending on the type of project, the constraints of the project, and the project goals that have been defined. The following information should be used as a guide to selecting a methodology that works best for your project.

1. Structured Design

- From 1980s
- Formal step-by-step approach, moving logically from one phase to the next

Waterfall Development - deliverables from current phase receive approval before moving on to the next phase.

Advantages

- Identifies requirements early in the process
- Minimizes changes to the requirements as the project progresses

Disadvantages

- Long lag time between start and finish
- If change to business during time rework may be required
- Very paper intensive

Parallel Development – general design performed, then project divided into a series of distinct subprojects that can be designed and implemented in parallel.

Advantages

- Reduces delay between design and implementation

Disadvantages

- Assumes subprojects are completely independent – decisions in one may affect the others

2. Rapid Application Development

- From 1990s
- Gets some part of system developed and into the users hands quickly

Phased Development – system is broken into a series of versions that are developed sequentially with the most important, highest priority requirements implemented first.

Advantages

- Quickly gets a useful system into the users hands
- Additional requirements can be defined sooner than with the structured methodology

Disadvantages

- System is intentionally incomplete

Prototyping – performs analysis, design and implementation phases concurrently and repeatedly until the system is complete.

Advantages

- Very quickly provides system that can be used for a small group of people
- Shows the users that the information technology team is making progress
- Helps to quickly refine requirements

Disadvantages

- Fundamental issues and problems are not recognized until well into the development process

- May undergo such significant changes that many initial design decisions become poor ones

Throwaway Prototyping – uses several design prototypes during the analysis and design phases with help to resolve areas that are not well understood before the real system is built.

Advantages

- Balances the benefits of well-thought-out analysis and design phases with advantages of refining issues before the system is built
- Usually produces more stable and reliable systems

Disadvantages

- May take longer to deliver

3. Agile Application Development

Includes a cross functional team of IT and business that are co-located and working together on a daily basis. Emphasis is on new releases being delivered in one month or less. Requirements, Design, Development and Quality Control are done in parallel in small increments. The team is a small group, experienced, able to react to changes late in the process and to deliver product in one month or less. It was developed to work best for small to medium sized projects.

Advantages

- Fast delivery of results
- Works well in projects with undefined or changing requirements

Disadvantages

- Requires discipline
- Requires lots of user input
- Not good for large projects

Criteria for Selecting the Appropriate Methodology

- Clear user requirements
- Familiarity with technology
- Complexity of system
- Reliability of system
- Time schedule
- Schedule visibility

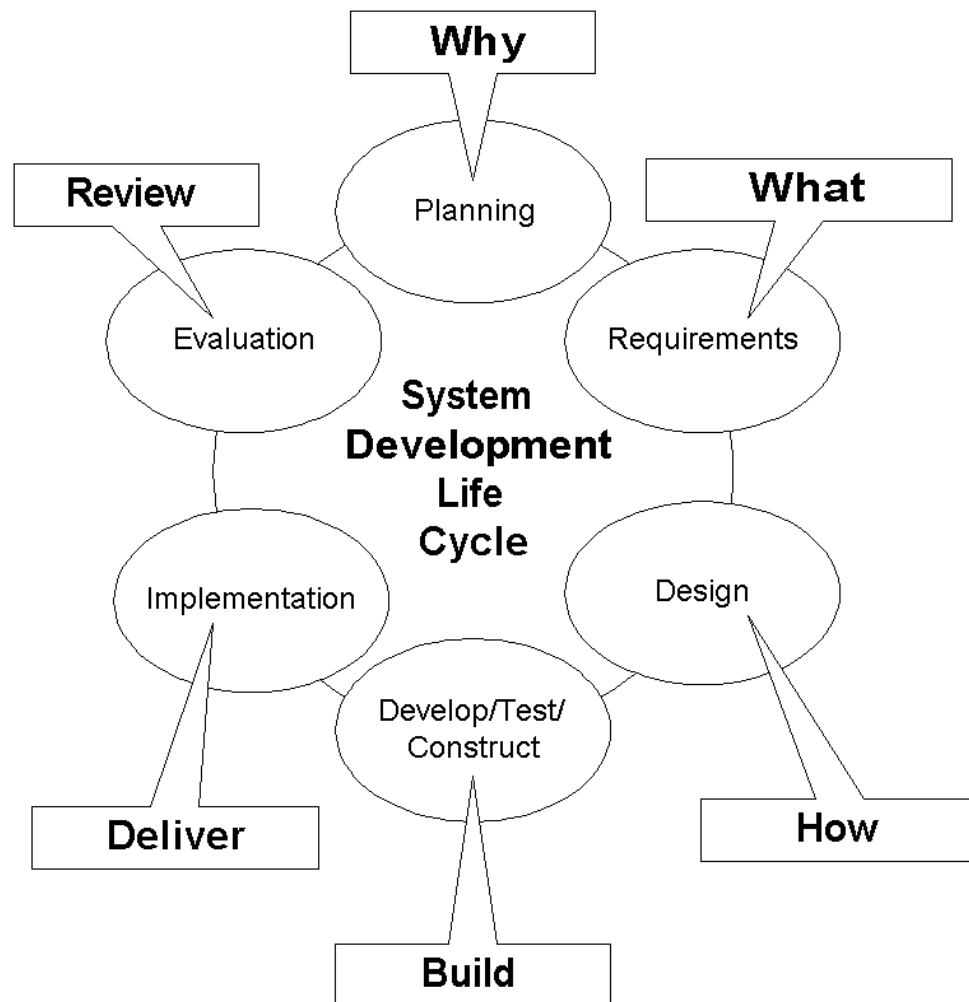
Ability to Develop Systems		<u>Structured Methodologies</u>		<u>RAD Methodologies</u>		<u>Agile</u>	
		Waterfall	Parallel	Phased	Prototyping	Throwaway Prototyping	
With unclear user requirements		Poor	Poor	Good	Excellent	Excellent	Excellent
With unfamiliar technology		Poor	Poor	Good	Poor	Excellent	Poor
That are complex		Good	Good	Good	Poor	Excellent	Poor
That are reliable		Good	Good	Good	Poor	Excellent	Good
With a short time schedule		Poor	Good	Excellent	Excellent	Good	Excellent
With schedule visibility		Poor	Poor	Excellent	Excellent	Good	Good
RAD = Rapid Application Development							

Overview

Systems Development Life Cycle (SDLC) is a methodology that provides a framework from which to identify, analyze, document and develop a project. Objectives of the SDLC process are to:

- Increase control, effectiveness and reliability,
- Promote consistency in the work process and deliverables,
- Promote project planning,
- Identify responsibility in the project,
- Identify the responsibilities of the project team,
- Identify high level roles, and
- Provide a tool for reaching the project goals.

This SDLC document is a living document that will change over time. Users are encouraged to offer suggestions to improve the content of this document.



Project Review Process

The first component to the SDLC is the Project Feasibility Report. There are two (2) types of projects, those that will follow the process for new system/major enhancement projects, and those that will follow the process for maintenance projects.

All projects that are required to proceed through the Project Review Process will follow the appropriate phases/tasks within the SDLC. Those projects that are maintenance projects will follow the SDLC when appropriate. The decision to follow this process is at the discretion of the Business Analyst.

Supplemental Documents

Projects developed using SDLC include the requirement to produce supplemental documents. This list below defines documents associated with projects. The list is not necessarily inclusive and should be considered a guide. Many of these documents will begin in one phase and be completed in a subsequent phase. Formats and examples of the documents can be found in appendices. The Supplemental Documents Matrix correlates the documents with the associated SDLC Phases where start, continue and finish.

Business Process Model – The business process model describes activities or functions that are performed for a specific business reason. Processes can be manual or computerized. Every process should have a unique identification number, a name and a description. Descriptions should be clear and precise when defining steps in the process. See Use Case for additional information.

Communications Plan – The communications plan details the roles and responsibilities of the Project Team. It provides guidance for scheduling, conducting and documenting meetings. Included in the Communications Plan is the process and form for controlling the Project Change Request.

End-User Document(s) - End-user documents (also known as end-user documentation) consist of any information in electronic or paper form given to those individuals who will be using the completed project. The nature of this documentation and its presentation will vary depending on the project. This documentation might include on-line help with frequently asked questions, paper copies of the screens, and/or step-by-step instructions presented in either media. The end-user documentation may include those documents created during the project training phase.

Logical Data Model -This will serve as an introduction to database structures that will be designed to represent user data in a form easily understood by both users and Office of Information Technology professionals without regard for physical implementation. It is a description of what business information is significant, and how business information is interrelated for a particular business area or process. The Logical Data Model focuses only on what data is needed. Business terminology is used consistently throughout the Model. It should also reflect any business rules.

Migration Plan Worksheet – Assists in identifying the activities that will be performed as part of the Migration. It identifies when and by whom and includes both technical aspects (such as installing hardware and software and converting data from the existing system to the new system) and organizational aspects (such as training and motivating the users to embrace the new system). Migration activities will be identified as tasks in the project plan.

Operational Procedures - Information/instructions provided to assist in the completion of a task/job. At a minimum, it should include information such as: schedule or frequency, input and output specifications, error recovery procedures, estimated completion time, requesting agency, production support contacts and any report distribution.

Physical Data Model and Data Dictionary - The Physical Data Model, must contain the detailed specifications for the physical database and its implementation environment. The physical data model should predict the storage requirements by estimating the number of records for each file based on the current data requirements and new data being created over time. This model should also address the backup and recovery strategies as well. The Data Dictionary names, defines and describes each data entity and its attributes (format, type, usage) using business terms.

Project Evaluation Report – A report that details the evaluation of the entire project. The report should include comparison to past performance, cost, duration, expectations, all levels of feedback including lessons learned and future improvements. (Ranking system based on a scale of 1 to 5, with 1 being the lowest possible score.)

Project Feasibility Report - A Project Feasibility Report is an analysis of the viability of a project. The report expands the information contained on the Project Request Form. A Project Review Team consisting of representatives from the sponsoring agency, OIT and Budget develop the report. The report includes sections on: problem/objectives, potential vendors/products, risk assessment, cost estimates, cost benefits, issues and assumptions. Project Feasibility Reports are developed for projects estimated to cost greater than \$50,000.

Project Plan - The Project Plan is a project management tool that you can use to control simple or complex projects. It helps you schedule and track all your activities so you can stay on top of their progress. It calculates and creates a working schedule based on information you provide about the tasks to be done, the people who work on them, the equipment and supplies used to accomplish them, and the costs involved. A project plan identifies tasks, resources, effort, milestones, and portrays the current status of the project. The project plan should include tasks for all deliverables.

Project Request -The Project Request Form is generated by the requesting organization. The form contains general information such as project name, request date, and information on the requesting organization such as the project sponsor, phone number, e-mail address, approver, required date and agency priority. The business need, functionality, expected value, any special issues or constraints are also introduced in the Project Request Form.

Project Sign-Off - The Project Sign-off ends a project. This document represents the concurrence of the project board that all phases, activities, and requirements necessary for this project have been completed and or met. A meeting must be scheduled by the project manager with the project board to review any documentation that will allow the board to comfortably consider this project complete. Depending on the project persons other then the project board may be invited to this project if their input will assist in the acceptance process. The acceptance meeting, as well as, the actual acceptance document must appear on the project plan.

Prototype – A prototype or mock-up represents the appearance and functionality of the proposed solution, as it will be presented to the user. The prototype should demonstrate how the users will navigate the system and insure that all requirements are being met. It should also identify any update actions and data validation required.

Technical Document(s) or Procedures – Document(s) or procedures that define in a complete, precise, verifiable manner the requirements, design, behavior, other characteristics of a system or system component not described in any other document. Examples include software documentation, vendor specifications, conversion procedures, and coding specifications.

Test Plans - Test Plans are designed to test each component as well as the integrated operational system. These plans must test for accuracy as well as system/network load and response times. In all cases the projected dates, times, required support staff and participants must be included. Guidelines should be set to determine what data is going to be collected and how it will be analyzed. Also, the criteria must be established to determine when the tests are complete and whether the tests were successful.

Unit Tests focus on one unit; a program or a program module that performs a specific function that can be tested and ensures that the module or program performs its function as defined in the program specification. Unit tests are often conducted by the systems analyst or by the programmer who developed the unit. Unit testing focuses on the performance of one specific part of the application system. Unit testing is performed only after the programmer believes the unit to be error free.

Integration Tests assess whether a set of modules or programs that must work together do so without error. They ensure that the interfaces and linkages between different parts of the system work properly. At this point, the modules have passed their individual unit test, so the focus now is on the flow of control among modules, and on the data exchanged between them. The tester develops a test plan that has a series of tests that in turn have tests. Integration testing is often performed by a set of programmers and/or system analysts.

System Tests are usually conducted by the systems analysts to ensure that all modules and programs work together without error. System testing is similar to integration testing but is much broader in scope. System tests examine how well the system meets business requirements and its usability, security, and performance under heavy load. It also tests the system's documentation.

Acceptance Tests are primarily performed by the users with support from the project team. The goal is to confirm the system is complete, meets the business needs that prompted the system to be developed, and is acceptable to the users. Acceptance testing is done in two stages: Alpha testing in which the users test the system using made-up data, and beta testing, in which users begin to use the system with real data but are carefully monitored for errors.

Training Document(s) – Training Document(s) are created to deliver and instruct end-user training for agency staff.

Training Plan – The Training Plan is a document that defines the training information required for each phase of the project. The training plan must coincide with implementation schedule. The document must contain on-site/off-site training facilities, technical requirements, vendor or County instructor information, training documents, and post follow-up with the agency.

Use Case - A Use Case is a set of activities that are performed to produce some output result. Each use case describes the major steps needed to process the inputs and produce the outputs. Use cases can be used to assist in the creation of the business process model. Each use case has a name, number and description. When creating use cases, the project team must work closely with the users to gather the information needed.

Supplemental Documents Matrix

* Will not be completed until 12 months after a project's implementation date.

Supplemental Document Name	Appendix	Planning	Requirements	Design	Develop/ Construct/Test	Implementation	Evaluation
Project Request	A	S F					
Project Feasibility Report	B	S F					
Communication Plan	C	S	C	C	C	F	
Project Plan	D	S	C	C	C	C	F
Migration Plan Worksheet	E		SF				
Logical Data Model	F		S	F			
Use Case Worksheet	G		S	F			
Business Process Model	H		S	C	F		
Training Plan	I		S	C	C	F	
Physical Data Model and Data Dictionary	J			S	F		
Prototype	K			S	F		
Technical Document(s) or Procedures	L			S	F		
Test Plans	M			S	F		
Operational Procedures	N			S	C	F	
End-User Document(s)	O				S	F	
Training Document(s)	P				S	F	
Project Sign-off	Q						S F
Project Evaluation Report	R						S F
Turnover Package	S					SF	
12-Month Evaluation	T	S					C *

S=Start

C=Continue

F=Finish

SDLC at a Glance

Phase	Incoming Documents	Deliverables	Tools
Planning	Project Request Project Feasibility Report	Planning Document Communications Plan Project Plan(s)	AutoCad Mapsource MS Excel MS Power Point MS Project MS Word Netviz PRTS Sniffer System Architect Gane & Sarson TRELOS Visio Risk Assessment forms
Requirements	Planning Document Communications Plan Project Plan	Requirements Document Business Process Model (existing) Logical Data Model Migration Plan Project Plan Training Plan	MS Excel MS Power Point MS Project MS Word PRTS Risk Assessment forms System Architect Gane & Sarson Use Case Use Case Worksheet Visio (Windows GUI Stencil)
Design	Requirements Document Business Process Model (existing) Communications Plan Logical Data Model Migration Plan Project Plan Training Plan	Design Document Business Process Model (proposed) Migration Plan Operational Procedures Physical Data Model and Data Dictionary Prototype Project Plan Technical Document(s) or Procedures Test Plans Training Plan	Acrobat Writer AutoCad Dreamweaver Mapsource MS Excel MS Power Point MS Project MS Word Netviz Photoshop PRTS Sniffer System Architect Gane & Sarson

			Use Case Worksheet Visio (Windows GUI Stencil)
Phase	Incoming Documents	Deliverables	Tools
Develop/Construct/Test	Design Document Business Process Model (proposed) Migration Plan Operational Procedures Physical Data Model and Data Dictionary Prototype Project Plan Technical Document(s) or Procedures Test Plans Training Plan	Develop/Construct/Test Document Operational System Business Process Model (proposed) Communications Plan End-User Document(s) Migration Plan Operational Procedures Project Plan Technical Document(s) or Procedures Test Plans Training Document(s) Training Plan	MS Excel MS Power Point MS Project MS Word PRTS
Implementation	Develop/Construct/Test Document Business Process Model (proposed) Communications Plan End-User Document(s) Migration Plan Operational Procedures Project Plan Technical Document(s) or Procedures Training Document(s) Training Plan Turnover Package	Implementation Document Production Operational System End-User Document(s) Operational Procedures Project Plan Technical Document(s) or Procedures Training Training Document(s)	Acrobat Writer AutoCad Coldfusion Mapsource MS Excel MS Power Point MS Project MS Publisher MS Word NeoTrace Netviz Photoshop PRTS Sniffer Tivoli
Evaluation	None	Project Sign-Off Project Evaluation Report	MS Excel MS Power Point MS Project MS Word PRTS

Audience

This document will be used by Baltimore County's Office of Information Technology for projects. The process set forth in this document can be customized to meet the needs of any project. Customization is at the discretion of the user and Senior Management. Additionally, Information Technology contractors performing work are expected to follow these guidelines.

Project Planning

Purpose

To evaluate in greater detail the project proposed on the project request form and/or in the feasibility study.

Objectives

This phase should:

- State the problem,
- Define the objective,
- Describe the current environment,
- Identify the scope, and
- Identify basic functionality,
- Plan and begin collecting data for the 12-month evaluation.

Incoming Documents

- Project Request
- Project Feasibility Report

Deliverables

- Planning Document
- Communications Plan
- Project Plan(s)

Milestones

- Walk-through of the Planning Document
- Approval

General Comments

- Appendices as necessary
- Reference supporting documents as required

Planning Document

Overview

The overview should explain the project request in non-technical terms. Identify agencies that are impacted. Provide a general description of the project including the high level goals, expected duration, and the life cycle of the solution. The business need, functionality, expected value, special issues, and constraints should be brought forward from the project request. The overview should also include the summary of results from the project feasibility report, if applicable.

Problem/Objective Statement

The problem/objective statement should be brought forward from the Project Feasibility Report and refined if necessary.

Scope

This should identify the user's expectations and business requirements of the project at a high level and provide a description of the desired outcomes.

Basic Functionality

Identify the functionality required by the agency(s). Based on user input, prioritize each requirement as high, medium, or low. The analysis should include inputs, outputs, processes, access, special issues, compatibility, and interfaces.

Current Architecture

Provide a general description of the current environment and/or manual process to include hardware, software, and infrastructure.

Recommended Solution

The recommended solution should be identified or brought forward from the Project Feasibility Report and revised as needed. Provide supporting information for the recommended solution and alternative solutions.

Potential solutions could include custom development and COTS with or without RFP.

The Communications Plan and Project Plan(s) must be produced as supporting documents to accompany the Planning Document.

Cost/Benefit

The cost/benefit should be identified or brought forward from the Project Feasibility Report and revised as needed. Provide documentation on direct/indirect benefits, development costs, and operational costs.

Plan for 12-Month Evaluation

12 months after a project is completed, the Director of Information Technology evaluates how well a project met its objectives and planned benefits. Begin collecting data and planning for the 12-Month Evaluation. Use Appendix T of this document to prepare the evaluation.

Issues and Assumptions

Identify any limitations that may impact the successful implementation of the project. (Note: All the limitations may not be known at this time.)

Risk Assessment

The risk assessment should be identified or brought forward from the Project Feasibility Report and revised as needed.

Approval

The Project Board must approve the planning document.

Requirements

Purpose

To build upon the analysis completed during the planning phase.

Objectives

This phase should identify and define:

- Functional requirements,
- Communications and infrastructure,
- Auditing and security,
- Software,
- Service level,
- Data retention,
- Backup/recovery and disaster recovery, and
- Proposed architecture.

Incoming Documents

- Planning Document
- Communications Plan
- Project Plan

Deliverables

- Requirements Document
- Business Process Model (existing)
- Logical Data Model
- Migration Plan Worksheet
- Project Plan
- Training Plan
- Use Case Worksheet(s)

Milestones

- Walk-through of the Requirements Document
- Approval

General Comments

- Appendices as necessary
- Reference supporting documents as required

Requirements Document

Overview

Bring forward the overview from the Planning Document and add additional details supported by the requirements phase.

Current Architectural Model

Business Process Model (existing)

Provide a detailed description of the current business process environment. This should include narrative and diagrams that define data flow, workflow, and other affected business processes. Processes described should include interfaces, activities that create input for other systems as well as manual procedures. The existing

business inputs and outputs should be described with samples of each included. (Use Cases can be used to assist in the creation of the existing business process model.)

Hardware

Provide a detailed description of the current hardware environment. This should include a diagram illustrating servers, workstations (terminals), and peripherals. Narrative should be included that describes hardware specifications.

Software

Provide a detailed description of the current software environment. This should include narrative on COTS packages including any custom modifications, operating systems, utility programs; license, maintenance, and source code escrow agreements. Identify whether the current application software was written in house, the language it was written in, whether it is client server application, and uses any emulation software.

Infrastructure

Provide a diagram detailing connectivity (e.g. Dial-up, LAN, WAN, SNA) and topology (e.g. Ethernet, Token Ring, Coax, Twinax) for all affected locations.

Functional Requirements

The detailed functionality should define the requirements for business process automation, improvement, and/or redesign. Describe the existing systems or business functions both internal and external that must interface with this solution. Describe and diagram the new workflow and business processes.

System Requirements

Describe the following system controls: data retention, backup and recovery, security, system audit, service level agreements, disaster recovery, and contingency plan.

Scope

Build on the scope as defined in the planning document. Provide more detailed information on data flow, manual and automated interfaces, data conversions, data, and identified constraints. Identify related items determined to be outside the scope of this project that may impact the project results/outcome. Additional documentation for these items should be noted on a Project Change Request.

Issues and Assumptions

Issues and assumptions should come forward from the Planning Document, Cost Benefit section. These should be revised and updated as required.

Proposed Architecture Model

Provide a generalized overview of the proposed hardware, software, and infrastructure. The proposed model should be reviewed with the Director of OIT and the Network Services Senior Manager.

Risk Assessments

Update the risk assessment to reflect the detailed study of the requirements.

Approvals

The Project Board must approve the Requirements Document. No commitments or allocation of resources should proceed without this approval.

Design

Purpose

To translate the business requirements into the functional solution

Objectives

This phase should define or identify:

- Proposed architectural model,
- Alternative architectural models (if required),
- Operations and system support,
- Conversion and interfaces,
- Data requirements, and
- Prototypes.

Incoming Documents

- Requirements Document
- Business Process Model (existing)
- Communications Plan
- Logical Data Model
- Migration Plan Worksheet
- Project Plan
- Training Plan
- Use Case Worksheet(s)

Deliverables

- Design Document
- Business Process Model (proposed)
- Logical Data Model
- Migration Plan Worksheet
- Operational Procedures
- Physical Data Model and Data Dictionary
- Prototype
- Project Plan
- Technical Document(s) or Procedures
- Test Plans
- Training Plan
- Use Case Worksheet(s)

Milestones

- Walk-through of the Design Document
- Walk-through of the Prototype
- Approval

General Comments

- Appendices as necessary
- Reference supporting documents as required

Design Document

Overview

Bring forward the overview from the Requirements Document and add additional details supported by the design phase.

Proposed Architectural Model

The proposed Architectural Model should describe the production and test hardware/software, infrastructure, interfaces, operations, and communications. Provide detailed information on the following system controls: data retention, backup and recovery, security, system audit, service level agreements, disaster recovery, and contingency plan. Identify the physical location of system components.

Provide a minimum and preferred configuration for the workstation, server, and peripheral system requirements.

Provide detailed descriptions of the type of system support required from the vendor or from county agencies.

The information in this section should be replicated for each alternative Architectural Models. (If required by the project)

The proposed model should be reviewed with the Director of OIT and the Network Services Sr. Manager before proceeding with any configurations or purchases.

Physical Data Model

Should contain the detailed specifications for the physical data structures and the implementation environment. It should predict the storage requirements and address the backup and recovery strategies as well. A data dictionary must be developed that names, defines, and describes each data entity and its attributes.

Business Process Model

Provide a detailed description of the proposed business process environment. This should include narrative and diagrams that define data flow, workflow, and other effected business processes. Processes described should include interfaces, processes that create input for other systems as well as manual processes. The proposed business inputs and outputs should be described with samples of each included.

Prototype Non-functional

Develop a prototype or mock-up that represents the appearance and functionality of the proposed solution, as it will be presented to the user. The prototype should demonstrate how the users will navigate the system and insure that all requirements are being met. It should also identify any update actions and data validation required.

Scope

Finalize the scope as introduced in previous phases. Provide more detailed information on data flow, manual and automated interfaces, data conversions, data, and identified constraints. Identify related items determined to be outside the scope of this project that may impact the project results/outcome. Additional documentation for these items should be noted on a Project Change Request.

Issues and Assumptions

Issues and assumptions should come forward from the Requirements Document. These should be revised and updated as required.

Risk Assessments

Update the risk assessment to reflect any risks uncovered during this phase.

Approval

The Project Board must approve the Design Document. No commitments or allocation of resources should proceed without this approval.

Develop/Construct/Test

Purpose

To secure products and/or services to ensure that the solution meets or exceeds the requirements set forth in the previous phases.

Objectives

This phase should deliver:

- Operational System,
- Test Plans, and
- Final Training Document(s).

Incoming Documents

- Design Document
- Business Process Model (proposed)
- Communications Plan
- Migration Plan Worksheet
- Operational Procedures
- Physical Data Model and Data Dictionary
- Prototype
- Project Plan
- Technical Document(s) or Procedures
- Test Plans
- Training Plan

Deliverables

- Develop/Construct/Test Document
- Operational System*
- Business Process Model (proposed)
- Communications Plan
- End-User Document(s)
- Migration Plan Worksheet
- Operational Procedures
- Physical Data Model and Data Dictionary
- Prototype
- Project Plan
- Technical Document(s) or Procedures
- Test Plans
- Training Document(s)
- Training Plan

* Not a Document

Milestones

- Walk-through of the Develop/Construct/Test Document
- Walk-through of entire solution
- Peer code walk-through
- Approval

General Comments

- Appendices as necessary
- Reference supporting documents as required

Develop/Construct/Test Phase Document

Overview

Bring forward the overview from the Design Document and add additional details supported by the develop/construct/test phase that do not impact the scope of the project.

Operational System

The Operational System, whether purchased and/or custom developed, must include: development, test, training and production environments, infrastructure, libraries and/or databases; modules and/or programs, any required objects, shared routines, common modules and interfaces.

If modifications are applied to the approved design of the system the changes must be presented to and approved by the users and documented in this phase.

Review the following items for completeness and accuracy:

- Backup and Recovery
- Contingency Plan
- Conversion
- Disaster Recovery
- Physical Location
- Security
- System Requirements
- System Support

Provide any supporting detailed information as to the results of the review.

Issues and Assumptions

Issues and assumptions should come forward from the Design Document. These should be revised and updated as required.

Risk Assessments

Update the risk assessment to reflect any risks uncovered during this phase.

Approval

The Project Board must approve the Develop/Construct/Test Document. No commitments or allocation of resources should proceed without this approval.

Implementation

Purpose

To successfully implement the new solution.

Objectives

This phase should:

- Review system requirements,
- Conduct a final system integration test,
- Provide training, and
- Implement the solution.

Incoming Documents

- Develop/Construct/Test Document
- Communications Plan
- End-User Document(s)
- Migration Plan Worksheet
- Operational Procedures
- Project Plan
- Training Document(s)
- Training Plan

Deliverables

- Implementation Document
- Production Operational System*
- End-User Document(s)
- Migration Plan Worksheet
- Operational Procedures
- Project Plan
- Training*
- Training Document(s)
- Turnover Package

* Not a Document

Milestones

- Training Completion
- Implementation
- Turnover to Support
- Acceptance

General Comments

- Appendices as necessary
- Reference supporting documents as required

Implementation Document

Overview

Bring forward the overview from the Develop/Construct/Test Document and add additional details supported by the implementation phase that does not impact the scope of the project.

Implementation

Document the results of the implementation. Identify any problems or issues and their resolution. If the issue remains unresolved, it should be included in the issues and assumptions section below. Any future changes required to the system must be submitted through the formal Project Change Request process.

Review the following items for completeness and accuracy:

- Backup and Recovery
- Contingency Plan
- Conversion
- Disaster Recovery
- Physical Location
- Security
- System Requirements
- System Support

Provide any supporting detailed information as to the results of the review.

Final Systems Test

Conduct a Final Systems test in the production environment and document the findings. Provide details on any issues that arise prior to final implementation.

Pilot

Conduct a Pilot of the operational system if applicable and document the findings. Provide details on any issues that arise prior to final implementation.

Issues and Assumptions

Issues and assumptions should come forward from the Develop/Construct/Test Document. These should be revised and updated as required.

Risk Assessments

Update the risk assessment to reflect any risks uncovered during this phase.

Acceptance

The Project Board must accept the system.

Evaluation Phase

Purpose

The purpose of this phase is to evaluate all completed processes as well as the entire project.

Objectives

This phase should:

- Evaluate the project.
- Continue working on planning the 12-month evaluation.

Incoming Documents

- None

Deliverables

- Project Sign-Off
- Project Evaluation Report

Milestones

- Internal Project Evaluation Meeting
- Customer Evaluation Meeting

General Comments

- Appendices as necessary
- Reference supporting documents as required

Evaluation Document

Overview

Bring forward the overview from the Implementation Document and add additional details supported by the completion of the project.

Evaluation

Internal Project Evaluation

Conduct an evaluation meeting with the OIT project team to discuss “lessons learned”. The “lessons learned” should be fully documented in the Evaluation Report. This report should be shared within the department. Document the results of the meeting in this document.

Customer Evaluation Meeting

Conduct an evaluation meeting based on the Project Evaluation Form with the entire project team and a facilitator. The evaluation should take place approximately three months after project has been implemented. Document the results of the meeting in this document.

Glossary of Terms

Access – The level of privileges an individual or group of users has to view, change, or delete information.

Application Portfolio – Document in the turnover package that lists and briefly describes all active applications supported by the Business Applications Unit of the Office of Information Technology.

Approval – The approval document signifies that the project board agrees that the all required activity has been completed in the phase identified and that the project should continue through the next phase.

Architecture – Architecture is the hardware, software, and communications infrastructure of the system.

Archiving - The process of removing data from an overloaded relational database and keeping it active in an archive where it can be easily and quickly retrieved when needed.

Attribute – An attribute is some type of information that is captured about an entity. For example, date of birth, home address, and last name are all attributes of an employee.

Backup and Recovery – To copy files to a second medium as a precaution in case the first medium fails using the second medium to retrieve data and return system to pre-failure state.

BAU Applications On-Call List – Spreadsheet that lists Primary and Backup support personnel assigned to the applications supported by the Business Applications Unit of the Office of Information Technology.

BAU Applications Summary – Provides the basic information about the application that will be required by the support personnel, such as system architecture, physical location, vendor maintenance support information and key contacts.

CASE Tools – (Computer-Aided Systems Engineering) Software programs that automate or support the drawing and analysis of system modules and business processes that provide for the translation of system models into application programs.

CBT – (Computer Based Training) Self-paced, independent training method delivered via a CD-ROM or the Internet/Intranet.

Compatibility - The capability of multiple products to interface with one another and work harmoniously together. Examples are compatibility between two hardware or software products, or compatibility between two different version levels of the same product.

Constraint – Something that limits flexibility in defining or providing a solution to the objectives and cannot be changed.

Contract, Maintenance and Escrow Summary –Provides information about the county's contract with the application vendor, the vendor maintenance agreement and the escrow arrangements for the application or system

Contingency Plan – a plan developed by the using agency to request assistance and to include steps to conduct business on a short term or long term basis in the event that their system or application becomes unavailable.

Conversion – Changing data from one file or database format to another.

COTS – (Commercial-Off-The-Shelf) The collection of commercially available software packages that are obtainable for use off-the-shelf with or without additional modification to meet the stated requirements.

Critical Function / Business Impact Questionnaire - Questionnaire that informs the Network and System Management team of the criticality of the new system or application, and the business impact of the system or application being unavailable for different lengths of time. It is used to design and establish appropriate backup plans for the system/application, and to include appropriate actions and steps for this system/application in the Countywide Disaster Recovery Plan.

Data Retention – The length of time data is available to the operational system before it is deleted or archived (moved to alternate storage).

Deliverable – Tangible items or products to be provided during performance of the project.

Disaster Recovery – A Countywide plan for business continuity in the event of a disaster that destroys part of all of an agency's or multiple agencies resources.

Entity –The basic building block for a data model. It is a person, place, event, or thing about which data is collected (e.g. an employee, an order, or a product).

Environment – See Architecture.

Feasibility Study - A study to determine if the project is capable of being accomplished successfully.

Hardware – A computer and its peripherals directly involved in the performance of communications or data-processing functions.

Help Desk Facts Sheet – Provides the basic information required by the OIT Help Desk to support the application and respond appropriately to calls to the Help Desk by the application's users

Infrastructure – An underlying base or foundation for a network system. The basic facilities, equipment, and installation needed for the functioning of a network system. Also see Architecture.

Inputs – The mechanism(s) that identify the way in which the system captures information (e.g., forms, scanning, voice recognition, data entry, and interfaces from other systems).

Interfaces - Define how the system will interact with external entities (e.g. customers, suppliers, and other systems).

Milestone – Events that signify the accomplishment or completion of a major task or deliverable of a project.

Network – A group or system of electronic devices, components, and connecting circuitry designed to function in a specific way. Also see Architecture and Infrastructure.

Network Diagram –A depiction of the major components of the information system, such as servers, Communication lines, networks, and their geographical locations throughout the organization.

NSM Application Summary - Provides the basic information about the application that will be required by the network and systems support personnel, such as system architecture, physical location, and vendor maintenance support information and key contacts.

Outputs – The mechanism(s) that identify the way in which the system provides information to the user or to other systems (e.g. reports, data files, Web pages).

Peripherals – A machine or component that attaches to or communicates with a computer. Examples include disk drive, printer, scanner, and modem.

Pilot – A test conducted in a controlled environment by a subset of the user community for a specific time frame to validate the designed solution prior to implementation.

Process - A set of inter-related work activities to provide specific outputs.

Project – A temporary sequence of unique, complex, and connected activities having one goal or purpose and that must be completed by a specific time, within budget, and according to specification.

Purging - To systematically and permanently remove old and unneeded data.

RFP (Request for Proposal) – A mechanism that defines a need or problem, requirements, and expectations. An RFP is used to procure services or commodities where technical and performance factors are primary to selection and not price.

Risk Assessment - A section of the Project Feasibility Report that assesses potential risks along with an evaluation of the likelihood of the risk and its potential impact on the project.

Risk Factor – A known element that may alter or delay the project.

Scope – The functionality and capabilities described and agreed upon in the Planning and Requirements Phases.

Scope Creep – The unexpected growth of user expectations and business requirements for an information system after the project has been defined and approved. Also see Communication Plan - Project Change Request Document.

Special Issues - A catchall for all other information that should be considered in assessing the project (e.g. completed by specific deadline).

Service Level Agreement – Agreement between two parties to deliver service.

SDLC– See Systems Development Life Cycle

SLA – See Service Level Agreement

System Audit – Evaluating if the appropriate guidelines for security access levels have been implemented and maintained to ensure data security.

Systems Development Life Cycle - A methodology used for developing, documenting and delivering a project.

Turnover Package - Set of documents that provide essential information to each of the various groups that will be involved in supporting the application once it is in Production. It includes the Application Portfolio Update, BAU Applications On-Call List Update, BAU Application Summary, NSM Application Information Sheet, Help Desk Fact Sheet, Contract, Maintenance and Escrow Summary, Agency Contingency Plan and the Critical Function/Business Impact Questionnaire

Use Case – A method to diagram a sequence of actions that are performed as a part of the daily business process.

Walk-Through – A systematic process to review the accomplishment of a milestone (e.g. program code, document, or phase).

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P025
EMPLOYEES RETIREMENT SYSTEM AND SERVICES**

APPENDIX C



Pension Replacement System

PHASE I – Requirements

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Preface

Purpose

The purpose of this document is to describe the functional capabilities and essential business requirements a new pension administration system must have for it to satisfy the needs of Baltimore County's Retirement Office. *(Note, throughout this document, the term ERS is often used to refer to the Retirement Office and its staff as well as to the retirement system.)*

This document is not intended to translate the County Code relating to pensions and retirement into specific requirement statements. Instead, the intent is to provide the reader with an understanding of the needs of the county by:

- Describing existing business processes and calculations.
- Enumerating critical business requirements.
- Providing member life-cycle scenarios that illustrate the complexity of the business rules.
- Providing a "basic" conceptual data model to help the reader grasp the essential data elements and relationships needed.

To this end, the first part of this document provides background information on the Pension System Replacement project, including a description of the business problem, the project objectives and scope, and the benefits to be gained from a new Pension Administration system.

The second part of the document focuses on the business requirements in the form of process descriptions and flows, descriptions of critical calculations and determinations, a conceptual data model, and member life-cycle scenarios. This section ends with a list of specific "individual" requirement statements.

The document concludes with an assessment of the project's risks, assumptions, and constraints and a collection of supplementary information.

Intended Audience

This document is intended for use as a primary information resource for business stakeholders, project managers and analysts, and pension system vendors and implementers.

This document is written with the following assumptions:

- Prospective vendors and implementers will have extensive experience and expertise in the business processes related to administering retirement and pension plans and implementing IT systems to support these business processes.
- Vendors and implementers will further familiarize themselves with the County's needs by reading Article 5 of the County Code pertaining to the County's pensions

and retirement system and the latest Comprehensive Annual Financial Report (CAFR) for Baltimore County's Employees' Retirement System (ERS). Both of these documents are available to the public online.

- * URL to County Code: http://www.amlegal.com/baltimoreco_md or <http://www.baltimorecountymd.gov/Agencies/Law/Countycode.html>
- * URL to Baltimore County CAFR Reports: <http://resources.baltimorecountymd.gov/Documents/Budget/accounting/ersc afr08.pdf> or <http://www.baltimorecountymd.gov/Agencies/budfin/finance/accounting/index.html>

Executive Summary

The purpose of this project is to replace the County's current pension administration software system – Pension Gold – with a new system that is highly configurable and provides full support for the County's defined benefit plans. The scope of this project includes:

- A comprehensive retirement and pension administration software application
- Full support for retirement account distributions
- Web front-end for self-service type access
- Conversion of legacy data
- Electronic data interfaces

The Baltimore County Employee's Retirement (ERS) system was established January 1, 1945 by County ordinance as a defined benefit plan. Membership in ERS is open to employees in both the classified and unclassified service of Baltimore County General Government. It is also open to certain employees of the Baltimore County Revenue Authority, the Baltimore County Board of Education, the Baltimore County Board of Library Trustees, and the Baltimore County Community College who are not eligible to participate in the Maryland State Retirement and Pension Systems.

ERS membership is compulsory upon employment for sworn fire fighters and sworn police officers and within two years of employment for general county classified employees, deputy sheriffs, and correctional officers. Membership is optional for part-time employees. As of June 30, 2008 there are 9,570 active members and 6,926 retirees in the system.

The County's retirement system is a multi-employer, multi-plan system. It provides benefits for normal and discontinued service, early retirement, occupational and non-occupational disability benefits, and occupational and non-occupation death benefits. Post-retirement allowance adjustments (e.g., COLA) are provided if sufficient excess investments earnings exist. In addition to a normal service retirement, the County also offers DROP¹ plans to eligible members. For a summary of plan provisions, see section entitled "Summary of Plan Provisions" in the FY-2008 Comprehensive Annual Financial Report.

In addition to the ERS system established in 1945, a special retirement system was provided for firemen, policemen, and their widows under Section 4 of Bill 32-03 prior to 1945. This system, referred to as the "Old Fire Police & Widow System", was closed to new membership in 1959. However, Pension Gold is also used to administer and

¹ Deferred Retirement Option Plan (DROP)

maintain retiree accounts for members who retired under this system. The rules that govern these retiree benefits differ from the rules for the ERS system. There are approximately 350 retirees receiving payments under the old system and the system is projected to have fifteen (15) more years of payouts.

The current client/server windows based system – Pension Gold – was implemented in 1999 by Levi, Ray & Shoup. Pension Gold maintains personal and employment information on active contributing members. The system performs member and survivor benefit estimates based on projected data and maintains dependent and beneficiary information. The system also allows for the tracking and distribution of all pension funds, including monthly benefits, member-elected deductions, and lump sum distributions of contribution refunds

The current system, however, lacks many capabilities needed by the County to effectively administer the County's retirement and pension plans. For example, the current system does not fully support part time employees – manual processes are used to convert part time hours to full time creditable service time. The current system uses out-dated technology making it difficult, expensive, and time-consuming to implement the recent changes to the County's retirement plans. The system lacks the required audit capabilities needed to reliably track and back-out critical changes made to an account. Problematically, the retirement department handles many functions manually, such as processing disability requests and claims, some benefit calculations, and buy backs of missed contributions.

A new pension system will help ensure compliance with the County's code governing the administration of the retirement and pension systems, make the administration process more reliable and efficient, and improve overall customer satisfaction.

Project Scope

Problem Statement

The larger table below identifies key problems with the current pension administration system and the effect each problem has on important business values. These business values are defined in the smaller table directly below.

Business Values	Definition
Accuracy / Quality	* reduce errors * accurately determine eligibility * accurately calculate benefits and estimates
Efficiency	* easy to use * flexible * reduce duplicative data entry * reduce steps and time required to perform processes * increase accessibility to information
Customer Satisfaction	* improve response time to member inquiries and requests
Regulatory Compliance	* timely implementation of County code and federal and state regulations
Fiduciary Responsibility	* ensure benefits are disbursed to qualified members and payees only * prevent waste and fraud * minimize administrative expenses

No.	Problem	Severity	Accuracy	Efficiency	Customer Satisfaction	Regulatory Compliance	Fiduciary Responsibility
P1	Due to the large number of changes made in 2007 to the County Code regarding the Employees' Retirement System that have not yet been implemented in the software, ERS must perform many calculations manually.	Critical	x	x	x	x	x
P2	The software version that ERS is using is an out-dated FoxPro application, which makes it more difficult to maintain and update to support the required plan changes.	Critical		x		x	
P3	The software does not provide any automated process workflow tools. Consequently, ERS employs numerous spreadsheets, Access databases, and file folders to track the status of different processes (e.g., disability retirement requests, service transfers).	High		x			

No.	Problem	Severity	Accuracy	Efficiency	Customer Satisfaction	Regulatory Compliance	Fiduciary Responsibility
P4	The software does not provide any correspondence tracking tools - for example, correspondence between ERS and independent medical evaluators and the board of trustees or between ERS and employees and employers. Many ERS processes are correspondence-intensive and a workflow can take several months to complete.	High	x	x	x		
P6 ¹	ERS performs numerous rollovers to financial institutions. The rollover and fund disbursement processes are performed via paper.	Low		x	x		
P7	Manual workarounds developed by ERS to address lack of system functionality are complex and time consuming.	Critical	x	x			x
P8	The software does not provide full functionality for members who are part time employees. As a result, ERS must perform manual steps, such as converting part time hours to full time hours to calculate creditable service time for part time members and forcing Pension Gold to accept an adjusted service date for a part time member by temporarily changing the member's account to full time.	Critical	x	x		x	x
P9	Because the software is out-dated and has not been updated to fully support 2007 code changes and other requirements, users cannot report against the data in the software with great confidence. As a result, users have created many spreadsheets and excel databases to capture information that is already captured in the software. Users are spending a lot of time keeping these external data sources up-to-date.	Critical	x	x			x
P10	The software does not provide members or employers with any web based access to member data. Consequently, ERS must respond to inquiries that the member or employer would be able to answer themselves, if member data was available and accessible online.	High		x	x		
P11	Due to the software's architecture and design, business rule changes must be programmed into the software. Because changes must be made by a programmer (as oppose to changing a system configuration table), the time it takes to implement a critical business rule change increases.	Medium				x	x

¹ Problem number P5 was removed with original numbering preserved.

No.	Problem	Severity	Accuracy	Efficiency	Customer Satisfaction	Regulatory Compliance	Fiduciary Responsibility
P12	The payroll process, which updates member accounts with payroll contributions and salary information, always generates numerous exceptions (due to lack of system support for various types of contribution scenarios). These exceptions must be corrected manually in the software by ERS and often multiple edits need to be made to fix one exception. These manual corrections are time consuming.	High		x			x
P13	Because the enrollment process is paper-based, membership applications are not processed timely. This results in additional work for ERS to setup retro deductions for the missed contributions and adjust membership dates.	Medium		x		x	
P14	The current system does not allow ERS to run the payroll process for multiple employers at the same time. ERS staff must coordinate the running of the various employer payroll files, which decreases the overall efficiency of the payroll process.	Medium		x			
P15	Due to software's out-dated system architecture and design and the complicated business rules, changes to the software often introduce new errors requiring more testing time. This increase the time it takes to rollout a critical business change.	Critical	x				
P16	Because the system has not been updated to fully support benefit calculations, the retirement finalization process takes several days to complete.	Critical		x	x		
P17	When a check is voided, the software does not fully handle all implications of voiding that check. For example, withholding taxes previously withheld are not automatically adjusted for the next period by the software. Thus, ERS has to track these adjustments manually in a spreadsheet.	High	x			x	x
P18	The software does not provide the auditing capabilities needed by ERS. For that reason, ERS must maintain numerous spreadsheets to track changes (manual and automated) made to member accounts (e.g., payroll updates, retiree payment changes). Additionally, ERS takes screen prints to document "before" and "after" account information and stores these screens prints in the member files in the event a change needs to be rolled-back.	Critical		x			
P19	The County Code relating to the retirement system is complex. This complexity can lead to a misinterpretation or miscommunication of the policies and rules governing the plan. ERS must take enormous time to research and respond to member inquiries regarding plan rules.	Medium	x	x	x	x	x
P20	Employer-related processes are not standardized across all employers (e.g., retiree health insurance deductions and deduction coding).	Low	x		x		

No.	Problem	Severity	Accuracy	Efficiency	Customer Satisfaction	Regulatory Compliance	Fiduciary Responsibility
P21	The software does not allow multiple ROC (return of contributions) or lump sum payments for one member account in same payment cycle. Consequently, if there are multiple ROC or lump sum payees, ERS has to wait to close out that member's account, which can take months – since only one payee can be processed at a time.	Low		x			
P22	The software does not allow ERS to run the retiree check run process or the retiree insurance update process when the system is in use. As a result, ERS must run these processes after-hours and coordinate the execution of these processes with all users of the system.	High		x			
P23	The software currently does not store all the data needed to calculate benefits. For example, hourly work history for part time members, which is needed to calculate creditable service time for part time members, is not in the software; ERS collects this data from other systems and manually converts these hours to creditable service. Also, earned and unused sick time from all employers is not stored in the software.	High	x	x			
P24	The software does not provide any built-in method for recovering from an error that incorrectly updates account data. As result, ERS must backup the database before performing any process or operation that updates multiple records. This backup processes substantially increases the time it takes to perform these processes (from 30 minutes to 2 hours).	High	x	x			
P25	Current process workflows rely on the ERS staff manually moving member file-folders from desk to desk.	Low		x	x		

Project Objectives

- Replace the current software with a fully functional pension administration system that allows ERS to comply much more effectively with the County code governing pensions and retirement.
- Allow ERS to respond more efficiently to member and administrative inquiries and requests with greater accuracy.
- Reduce redundant data entry.
- Acquire a system that is more reliable and easier to maintain and update as necessary.