# Vendor Details Response Form

## Vendor Response: Company Overview

|  |  |
| --- | --- |
| Vendor registered company name |  |
| Vendor primary RFP contact name & title |  |
| Vendor primary RFP contact email |  |
| Vendor primary RFP contact phone |  |
| Vendor’s domestic office locations. Identify which location(s) will be assigned to this project |  |
| Vendor’s legal structure, Federal Tax Identification Number, and address of the principal place of business |  |
| How many years has Vendor been in business? |  |
| Provide a comprehensive company profile that includes a brief historical background of your organization, current number of employees, number and geographic locations of offices and information demonstrating your company’s financial stability and strength |  |
| Provide a detailed description of the scope of services your organization offers. This should include a comprehensive list of all services provided, key deliverables and activities associated with each service, and any limitations or exclusions. Additionally, outline applicable service levels, standards, or performance metrics that demonstrate quality and reliability. Highlight your organization’s areas of specialization, unique capabilities, and any differentiators that set your services apart from competitors. |  |
| If providing Pension Administration Systems is not your sole line of business, describe the other services your firm provides and show the percentages of your organization's revenues attributable to the Pension Administration System as well as the other lines of services. |  |
| List the number of staff specifically involved in providing pension administration services and the number of staff allocated to providing product support, including average years of experience for both service and support. |  |
| Yes/No: Has Vendor undergone any material change in its structure or ownership within the last three (3) years? If yes, please include short description. |  |
| Yes/No: Is any material change in ownership or structure currently under review or being contemplated over the next 5 years? If yes, please include short description. |  |
| Please provide a short overview of any staffing reductions and additions during the last three (3) years. |  |
| Describe your organization’s use of offshore and nearshore personnel, including the roles and responsibilities of these resources. Additionally, provide details on any offshore or nearshore subcontractors or third-party services utilized, along with their locations and the scope of work they perform. |  |

## Vendor Response: Summary of Vendor’s clients

Please provide a summary of your clients. Do NOT include clients or implementations that are no longer live / in production.

|  |  |  |
| --- | --- | --- |
| Category | # Currently in Production | # in Progress |
| Total PAS Clients |  |  |
| Total Public Pension Employees’ PAS Clients |  |  |
| Total US Pension Clients |  |  |
| Total clients with less than 50k members |  |  |
| Total clients with less than $5 Billion in asset size |  |  |

## Vendor Response: Contact information for completed projects

Please provide company and contact information for all PAS implementation projects for public pension organizations of similar size and complexity which have been completed within the past five (5) years. BCERS reserves the right to contact any of the listed organizations.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Organization Name | Contact Name | Contact Title | Contact Phone | Contact Email | |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

## Vendor Response: Change Request information for completed projects

For the projects indicated in **Section 1.3** above, please provide the following Change Request (CR) information for each completed project and post-warranty period.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Project | Project Name | Total Cost of CRs | | Percentage of Overall Implementation Cost |
| Project 1 |  |  |  | |
| Project 2 |  |  |  | |
| Project 3 |  |  |  | |
| Project 4 |  |  |  | |
| Project 5 |  |  |  | |

# Vendor Proposal Affirmation and Representation

By submitting this response, the undersigned hereby affirm and represents that they have reviewed the proposal requirements and have submitted a complete and accurate response to the best of their knowledge. By signing below, the undersigned hereby affirms that the Vendor has reviewed the entire RFP and intends to comply with all requirements.

**Vendor specifically acknowledges the following:**

1. Vendor possesses the required technical expertise and has sufficient capacity to provide the services outlined in the RFP.
2. Vendor has no unresolved questions regarding the RFP and believes that there are no ambiguities in the scope of services.
3. The fee schedule submitted in response to the RFP is for the entire scope of services and no extra charges or expenses will be paid by BCERS.
4. Vendor has completely disclosed to BCERS all facts bearing upon any possible interests, direct or indirect, that Vendor believes any member of BCERS, or other officer, agent, or employee of BCERS presently has, or will have, in this contract, or in the performance thereof, or in any portion of the profits thereunder.
5. Materials contained in the proposal and all correspondence and written questions submitted during the RFP process are subject to disclosure pursuant to the Maryland Public Information Act.
6. Vendor is not currently under investigation by any state or federal regulatory agency for any reason.
7. Except as specifically noted in the proposal, Vendor agrees to all the terms and conditions included in this RFP.
8. The signatory below is authorized to bind the Vendor contractually.

**Vendor Company Name:**

**Authorized Representative’s Signature:**

**Authorized Representative’s Name:**

**Authorized Representative’s Title:**

**Authorized Representative’s Email:**

**Date:**

# Project Scope and Solution Details / Questionnaires

## Overview: BCERS PAS-Related Metrics

BCERS’s average monthly transactional volume is as follows:

|  |  |
| --- | --- |
| Metric Description | Data / Metric |
| Retirements | 30 |
| Deaths |  |
| Refunds |  |
| New Employees |  |
| Defer |  |
| Terminations |  |
| Estimates |  |
| Service Purchases |  |

## Overview: General Scope and Functional Area Requirements for the PAS

In addition to BCERS’s Purpose and Philosophy of the RFP document, the high-level scope of work for this RFP includes:

* Implementation of a SaaS-based pension administration system (PAS) software package hosted by a leading cloud service provider that will replace existing critical functionality and automate current manual paper-based processes. It’s BCERS’s desire for the PAS to leverage off-the-shelve functionality and/or use an existing implementation similar in size and complexity to BCERS as a starting point to accommodate typical standard.
* Implementation of Electronic Content/Document Management (ECM) functionality as either a tightly integrated third-party application or a component of the PAS.
* Full scope of implementation services including planning, configuration, testing, training, project management, interface development, data conversion (in concert with BCERS’s data contractor), etc.
* Consult BCERS through standard recommended processing as designed in the system and recommended by the Vendor that aligns with industry best practices.
* Implementation of a member portal for member self-service.
* Specifications and pricing for the required hardware and software for a hosted SaaS model.
* Software and hardware maintenance and support.
* Compliance with industry and cybersecurity standards, maintaining audit trails, and maintaining transparency and audit readiness.

BCERS is looking for a PAS solution that will meet BCERS’s core pension administration business functions, while improving member services and operations, and reducing operating costs.

## Response Form: Functional Areas of the New PAS

* Below are the key general functional areas BCERS will need in the new PAS. Vendors shall provide a list of functionalities (adding as many rows as needed) within each provided functional area.
* Functionalities should include forms, letters, reports and other correspondence, batches, imports/exports needed for the functional business process.
* Additionally, for each functionality, the Vendor should indicate if it is provided, OOB/Non-Customized, Pre-built/Vendor Prescribed, or Custom/BCERS Prescribed using the following definitions:

1. OOB / Non-customized – This is considered “product” functionality that functions “out-of-the-box”, does not require customization or configuration, and is recommended “as-is” by the Vendor.
2. Pre-built / Vendor-prescribed – This is not “product” functionality and must be configured or developed by the Vendor, but the recommended solution will be configured based on the Vendor’s prescribed method and DOES NOT REQUIRE BCERS INPUT. This type of function would be simply demonstrated rather than traditionally designed.
3. Customized / BCERS-prescribed – This is not “product” functionality and must be configured or developed by the Vendor, but the prescribed method must come from BCERS and, therefore, REQUIRES BCERS INPUT. This type of functionality would be traditionally designed rather than simply demonstrated.

* Vendors may add / remove rows from each main area as needed.

| ID | Functional Area/Function | Brief Description | OOB /  Non-Customized | Pre-built / Vendor-Prescribed | Custom / BCERS-Prescribed |
| --- | --- | --- | --- | --- | --- |
| 1 | **New Member Enrollment** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 2 | **BCERS Reporting (Active Payroll)** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 3 | **Benefit Estimate and Member Counseling** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 4 | **Service Credit Purchases and Repayments of Contributions Refunds** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 5 | **Reciprocal Agency Agreements** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 6 | **Disability Benefits** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 7 | **Pre- and Post-Retirement Death** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 8 | **Benefit Calculation** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 9 | **Domestic Relations Order (DRO) Processing** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 10 | **Service Retirement** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 11 | **Tax and 1099-R Reporting** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 12 | **COLA and Interest Posting** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 13 | **Benefit Payment Processing** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 14 | **Member Statement Processing** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 15 | **Termination Refund Processing** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 16 | **Financial Reporting (Accounting and General Ledger)** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 17 | **Member Self-Service Portal** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 18 | **Employer (BCERS) Self-Service** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 19 | **Actuarial Extract** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 20 | **Customer Relationship/Communication Management (CRM/CCM)** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 21 | **Member, Employer and Other Person/Organization Maintenance** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 22 | **Imaging and Imaging Integration** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 23 | **Electronic Document Management System (EDMS)/Enterprise Content Management (ECM), including possible Integrations** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 24 | **Case Management and Workflow** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 25 | **Reporting, Forms and Correspondence** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
| 26 | **Other Features Not Listed in This Table** | | | | |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |
|  | <Vendor functionality> | <description of functionality> |  |  |  |

### Included Enterprise Functionality

Please provide, in the table below, a list and description of enterprise functionality that is included in your proposal. Examples of such functionality are plan / tier rule configuration, system maintenance, querying and reporting, dashboarding, workflow configuration, letter/document creation, security setup, etc.

|  |  |  |
| --- | --- | --- |
| ID | Function | Description |
|  | <Vendor functionality> | <description of functionality> |

### Additional Included Functionality

Please provide any other PAS functionality that is included in your solution and proposed implementation that was not mentioned in the sections above:

|  |  |  |
| --- | --- | --- |
| ID | Function | Description |
|  | <Vendor functionality> | <description of functionality> |

## Overview of Relevant Rules, Core Calculations & Major Legislative Requirements for the PAS

BCERS is willing to leverage the proposed solution’s OOB functionality as much as possible, if the solution and Vendor can meet BCERS’s legislative, base rules and calculations requirements. As such, we have included the following:

1. Links to the relevant Baltimore City Code:

* [Article 22 | City of Baltimore Law Library](https://codes.baltimorecity.gov/us/md/cities/baltimore/code/22) (<https://codes.baltimorecity.gov/us/md/cities/baltimore/code/22>): Employees’ & Elected Officials’ Retirement System (ERS/EOS) - All relevant legislative requirements that govern BCERS’s plan administration and plan rules for the Employees’ Retirement System.
* [Article 22A | City of Baltimore Law Library](https://codes.baltimorecity.gov/us/md/cities/baltimore/code/22A) (<https://codes.baltimorecity.gov/us/md/cities/baltimore/code/22A>): Retirement Savings Plan (RSP) - All relevant legislative requirements that govern BCERS’s plan administration and plan rules for the Retirement Savings Plan.

[Publications - BCERS](https://www.bcers.org/publications/) (<https://www.bcers.org/publications/>) Summary of Retirement Benefits Handbooks – A summary of Plan for ERS Class C and Class D members .

* **Please note the following about the Law Book, adopted statutes and general legislative requirements:**
  + The Retirement Law Book and/or the BCERS adopted statutes will not address questions regarding interpretation, case law, administrative decisions, constitutional issues, or federal law/regulation interplay that Vendors may have.
  + The provided sample calculation spreadsheets and Summary Plan Descriptions referenced in this document, as well as the Vendor meetings with BCERS during the procurement process shall allow Vendors to ask / clarify scope related questions and to gain an understanding of the scope surrounding to the legislative requirements.
  + **All legislative requirements and details must be met in the Vendor’s proposed solution.**

1. Calculation and rules details and/or examples, including any desired enhancements to the current calculations.
2. Current Actuarial File Requirements - see ACTUARIAL SECTION in Annual Comprehensive Financial Report (ACFR)
3. BCERS’s staff: (See [Meet The Staff - BCERS](https://www.bcers.org/about-bcers/staff/) (<https://www.bcers.org/about-bcers/staff/>) on BCERS website.

## Response Form: Interfaces and Integration Questionnaire

In a **few sentences or bullets**, please confirm and explain how you are able to comply with each required interface listed in this section and, if not, a proposed alternative. Please keep your answers concise and to the point.

| ID | Requirement | Explanation/Answer |
| --- | --- | --- |
| 1 | How does your system handle Employer Reporting Payroll Transmittal files? How flexible is your system to handle different file formats and layouts? Can your system validate the data and allow for modifications prior to submission? |  |
| 2 | Explain how your system handles feeds to and from various institutions such as (1) Workday – Baltimore City Payroll, (2) Oracle – Baltimore City Public Schools (3) health insurance vendor information? |  |
| 3 | Which death verification systems does your system interface with directly? |  |
| 4 | How will BCERS import actuarial options and annuity factors? |  |
| 5 | How does your system allow 1099-R display/upload for retirees’ information? How does your system handle the new W4P options and reporting? |  |
| 6 | How does your system allow BCERS to handle state tax withholdings? |  |
| 7 | Explain how your system handles federal withholding files and wire transfers? |  |
| 8 | How will your system interface with BNY Mellon bank for direct deposit and reconciliation files? |  |
| 9 | Explain how your system generates actuarial data files and confirm it is flexible enough to meet the general actuarial file details provided by the Actuary. |  |
| 10 | How can BCERS extract and/or report ACFR (Annual Comprehensive Financial Report) information? |  |
| 11 | How does your system interface General Ledger data with external financial management systems? |  |
| 12 | How does your system integrate with external imaging systems? Do you have an internal imaging solution? Please clarify what you propose for BCERS. |  |
| 13 | In general, what type of integrations and formats are possible with your proposed software (e.g. flat files, APIs, etc.) and is it flexible enough to handle prescriptive format layouts? |  |

# Response Form: Vendor Questionnaire

## Response Form: Technical Questionnaire – Technical Infrastructure

In **a few sentences or bullets,** please confirm that you are able to comply with each requirement listed in this section and, if not, a proposed alternative. Please keep your answers concise and to the point.

| ID | Area | Requirement | Explanation of how you meet these requirements. |
| --- | --- | --- | --- |
| 1 | Hosting | Do you offer a SaaS-based solution hosted by a leading service provider with both primary and secondary data centers located in the United States? If so, what cloud infrastructure provider do you use (AWS, Azure, etc.)? |  |
| 2 | Hosting | Is the proposed solution considered a true SaaS solution and/or will you provide the management and hosting of the solution in the cloud? |  |
| 3 | Hosting | Do you leverage government cloud offerings (i.e., GovCloud) and, if so, which one? |  |
| 4 | Hosting | Is all BCERS data, including backups, stored onshore within US? |  |
| 5 | Hosting | Do you provide Geo redundancy? |  |
| 6 | System Environment | Do you provide Production, Production DR, and staging/development/testing instances? Please include all environments that will be provided during implementation and post implementation. |  |
| 7a | System Environment | Confirm whether BCERS will retain full ownership and unrestricted self-service rights to access, export, download, and store all BCERS Data (including raw data, metadata, configuration data, logs, reports, and derived outputs) at any time during the term and for not less than 24 months after termination, without additional fees beyond standard subscription charges. |  |
| 7b | System Environment | Describe (a) the data formats available for export (e.g., CSV, XLSX, XML, database dumps), (b) any technical or contractual limits (size, frequency, API rate limits), (c) timelines and processes for bulk export and final data return, and (d) whether the vendor claims any IP rights in BCERS Data or derivatives that would restrict BCERS’s ability to download, store, or reuse its data. |  |
| 8 | Backup and Recovery | Do you have an immutable backup solution to protect against ransomware and data tampering? |  |
| 9 | Backup and Recovery | What is your backup schedule and retention period/policy? |  |
| 10 | High Availability | What is the minimum uptime SLA, excluding planned maintenance with prior notice? |  |
| 11 | Capacity Management | How do you scale your infrastructure to accommodate future growth in internal and external users and data volumes? |  |
| 12 | Disaster Recovery Site | Where is your disaster recovery site located and geographically how far from your primary site? |  |
| 13 | Disaster Recovery Site | Does your disaster recovery site meet the same security and compliance standards as the primary site? |  |
| 14 | Data Segregation | Do you have a multi-tenant environment? If so, is the data logically segregated to prevent data leakage or cross-tenant access? |  |
| 15 | Patch Management | What is your patch schedule for releasing critical security updates? |  |
| 16 | Configuration Management | What is your configuration management plan, including version control and change documentation? |  |
| 17 | Time Synchronization | Do you utilize NTP (Network Time Protocol) or an equivalent secure time service, and if so what service? |  |
| 18 | DNS Security | Do you use secure DNS services (e.g., DNSSEC, DDoS-protected DNS)? |  |
| 19 | Network Segmentation | Are production, development, and test environments network segmented to reduce attack surface? |  |
| 20 | Secure File Transfers | Do all file transfers use secure protocols (i.e., SFTP, FTPS, HTTPS with TLS 1.2+)? |  |
| 24 | Audit and Accountability | Are all changes (addition, deletion, updates) within the PAS logged with date and time stamps as well as the User ID? Is there a retention period? |  |

## Technical Questionnaire – Cyber Security

In **a few sentences or bullets,** please confirm that you are able to comply with each requirement listed in this section and, if not, a proposed alternative. Please keep your answers concise and to the point.

| ID | Area | Requirement | Explanation of how you meet these requirements. |
| --- | --- | --- | --- |
| 1 | Data Protection | Is data encrypted at rest and in transit using industry-standard encryption (e.g., AES-256, TLS 1.2+)? |  |
| 2 | Data Loss Prevention | What Data Loss Prevention (DPL) controls have been implemented to prevent unauthorized transmission of PII or financial data? |  |
| 3 | Access Control | Are all logical and physical access to BCERS data limited to personnel subject to U.S. jurisdiction, with no offshore access? |  |
| 4 | Authentication & Identity Management | Is adaptive MFA implemented for all access points, including admin, user and member access? What identity and access management (IAM) solution do you have in place, or can you implement? |  |
| 5 | Authentication & Identity Management | How is Role-Based Access Control (RBAC) enforced? Just-in-Time (JIT) or least privilege access mechanisms are preferred. |  |
| 6 | Monitoring and Response | What managed detection and response service do you deploy to provide continuous threat monitoring and incident response? How will you notify BCERS of outages, downtime and/or maintenance? |  |
| 7 | Audit and Accountability | How are security events logged, do you protect against tampering, and are audit reports made available to BCERS and how often? |  |
| 8 | Audit and Accountability | Is an Annual Cyber Security assessment conducted and are reports provided to BCERS? |  |
| 9 | Risk Management | Do you undergo annual risk assessments and provide attestation of compliance (e.g., SOC 2 Type II, ISO 27001)? |  |
| 10 | Regulatory Compliance | Do you comply with recognized cybersecurity framework standards, including ISO 27001, NIST SP 800-53 Revision 5, or NIST SP 800-171? |  |
| 11 | Regulatory Compliance | Where applicable, do you comply with GLBA, HIPAA, and CJIS requirements? |  |
| 12 | Security Program | Do you maintain a documented Information Security Program that is updated at least annually? |  |
| 13 | External & Contractor Access | Will you be able to provide, upon request, restrictions on third-party or subcontractor access? |  |
| 14 | External & Contractor Access | Can you guarantee that all subcontractors will adhere to the same security requirements as you (the primary Contractor?) |  |
| 15 | Data Residency & Sovereignty | Are you willing to disclose all data center and cloud service providers used? |  |
| 16 | Logging & Monitoring | Are all access and activity logs retained for at least one year? |  |
| 17 | Logging & Monitoring | Are logs protected against unauthorized access and tampering, and if so, how? |  |
| 18 | Audit Rights | Will you provide BCERS the right to conduct on-site or remote audits or receive third-party audit reports upon request? |  |
| 19 | Vulnerability Management | Do you conduct regular internal vulnerability scans? |  |
| 20 | Vulnerability Management | Do you conduct quarterly external vulnerability scans and patch critical vulnerabilities within 30 days? |  |
| 21 | Penetration Testing | Do you conduct annual independent penetration tests and share summary results? |  |
| 22 | Secure SDLC | Does all code undergo static and dynamic security testing (SAST/DAST)? |  |
| 23 | Secure SDLC | Are change management and release controls documented and followed? |  |
| 24 | Incident Response Plan | Do you have a documented Incident Response Plan (IRP) in place and are you willing to share that with BCERS? |  |
| 25 | Incident Response Plan | Will you notify BCERS within 72 hours of any data breach? |  |
| 26 | Business Continuity and Disaster Recovery | Do you have documented and tested Business Continuity and Disaster Recovery Plans (BCP/DRP) and are you willing to share them with BCERS? |  |
| 27 | Business Continuity and Disaster Recovery | What are your Recovery Time Objective (RTO) and Recovery Point Objectives (RPO)? |  |
| 28 | Business Continuity and Disaster Recovery | How do you verify and validate that data remains in required geographic regions |  |
| 29 | Background Checks | Are you willing to conduct and provide background checks for all personnel with access to BCERS data? |  |
| 30 | Security Awareness Training | Are you willing to have all staff complete annual cybersecurity awareness training including phishing and social engineering? |  |
| 31 | Audit Rights | Will you provide BCERS the right to audit your systems and processes, or request third-party SOC 2 Type II/ISO reports, at no cost to the agency? |  |

## Technical Questionnaire – Compliance

In **a few sentences or bullets,** please confirm that you can comply with each requirement listed in this section and, if not, a proposed alternative. Please keep your answers concise and to the point.

|  |  |  |  |
| --- | --- | --- | --- |
| ID | Area | Requirement | Explanation of how you meet these requirements. |
| 1 | Risk Management | Are you willing to sign a Data Protection Agreement (DPA) and acknowledge fiduciary obligations? |  |
| 2 | Regulatory Compliance | Will you comply with Maryland Online Data Privacy Act (MODPA), including data subject access rights, breach notification, and opt-out mechanisms for data sharing? |  |
| 3 | Regulatory Compliance | Will you follow Maryland Commercial Law Code Ann. § 14-3504 for breach notification, including timely notification to affected individuals and the Maryland Attorney General if residents are impacted? |  |
| 4 | Regulatory Compliance | Will you comply with all Maryland Laws for doing business with a Maryland entity? |  |

## Questionnaire – General

In **a few sentences or bullets,** please explain how you are able to comply with each requirement listed in this section and, if not, a proposed alternative. Please keep your answers concise and to the point.

| ID | Area | Requirement | Explanation of how you meet these requirements. |
| --- | --- | --- | --- |
| 1 | Data Conversion | What do you consider your role and tasks to be in converting data from BCERS’s legacy system into your PAS? |  |
| 2 | Data Conversion | How will you coordinate with BCERS’s data conversion vendor? |  |
| 3 | Data Conversion | What data testing and validation do you perform and what output is provided to ensure data was accurately converted and reconciles? |  |
| 4 | Data Conversion | How much effort (in hours) is typically required to convert data for clients of similar size as BCERS? |  |
| 5 | Data Conversion | Are there data storage limits or explicit data retention policies in your solution in the cloud? |  |
| 6 | Data Conversion | How does the availability of data to be converted impact your implementation process in order to deliver a working PAS for BCERS testing? |  |
| 7 | Roadmap | What is the roadmap for your proposed solution? Provide all roadmaps, i.e., quarterly, annual, etc. |  |
| 8 | Roadmap | What items are in your roadmap that are required to meet BCERS’s requirements and what is the target availability? |  |
| 9 | Roadmap | What items are in your roadmap that are not required but you believe would be beneficial to BCERS and what is the target availability? |  |
| 10 | AI | Does your proposed PAS have any AI capabilities, and if so, please explain. Is there a specific AI roadmap for the proposed solution? Can any AI functionality be turned off for a specific client or feature? |  |
| 11 | Upgrades | What is your upgrade process and frequency for ensuring BCERS’s PAS version (major and minor) remains up-to-date? |  |
| 12 | Upgrades | Is the pace for upgrades the same for all areas of the PAS? If not, please explain. |  |
| 13 | Upgrades | Is the cost for continuous upgrades included in your proposal? |  |
| 14 | Upgrades | How long does an upgrade typically take for an entity of BCERS’s size and complexity and what is the estimated effort (time and roles) required by BCERS for an upgrade? What release notes and/or training is provided to BCERS regarding any changes? |  |
| 15 | OOB Reports | Please provide a list of all default / pre-built reports available in your system that may be applicable to BCERS. |  |
| 16 | OOB Forms | Please provide a list of all default / pre-built forms in your system that may be applicable to BCERS. |  |
| 17 | OOB Communications | Please provide a list of all default / pre-built communications / letters in your system that may be applicable to BCERS. |  |
| 18 | Self-Sufficiency | Please describe how BCERS can create, update or remove a report in your system without the need for IT or vendor involvement.? |  |
| 19 | Self-Sufficiency | Please describe options for users to perform queries / searches without the need for IT or vendor involvement? |  |
| 20 | Self-Sufficiency | Please describe how BCERS can create, update or remove a document or form in your system without the need for IT or vendor involvement.? |  |
| 21 | Self-Sufficiency | Can the PAS’ UI be configured by BCERS (e.g. field name updates, field locations, etc.) and what is the typical effort for such a change? |  |
| 22 | Change Control | Please briefly describe your change control process and how you determine if change control is triggered? |  |
| 23 | File Sharing | How does your system allow for secure two-directional file sharing between BCERS and its vendors and other organizations (banks, actuary, employers, etc.)? What automations, alerts or validations are available? |  |
| 24 | Investment | What is your organization's long-term strategy for business development and percentage of your annual budget allocated toward research and development? |  |
| 25 | Regulation, Legislation, and Compliance | How does your system support ongoing regulatory and compliance related changes at state and federal levels (i.e., federal or state tax reporting requirements)? |  |
| 26 | Regulation, Legislation, and Compliance | Does your system support legislative changes, such as a change or addition of a new plan or Tier? If so, what is the process and magnitude of such a change? |  |
| 27 | Regulation, Legislation, and Compliance | Have you recently implemented the addition of a new Tier or Plan for a previous client and, if so, please explain the extent of the change, including cost and hours percentage of the original project budget? |  |
| 28 | Production Support | Please describe your support model, including SLAs. Please detail the different levels of issue response. |  |
| 29 | Production Support | What are the penalties if SLAs are not met, including the penalty structure.  What are the bounds of your liability regarding impacts when SLAs are not met? |  |
| 30 | Production Support | What is the procedure when SLAs are not met, including escalation protocols? |  |
| 31 | Production Support | Describe the tools and procedures used to ensure optimal operations of your hosted system. Please also describe how the support / maintenance responsibilities will be shared between your staff and BCERS. |  |
| 32 | Production Support | Please indicate how BCERS reports issues and requests changes to functionality of your solution once the system is live? |  |
| 33 | Production Support | Does your system provide a management / admin console to manage users, data, system tasks, monitoring, and other technical administration functions? Please describe. |  |
| 34 | Production Support | Please describe your support processes for reporting and resolving issues such as outages, performance, latency, feature, access, etc. |  |
| 35 | Production Support | What is your definition of downtime? When does the clock start and when does it end? |  |
| 36 | Production Support | What are the available support and self-service channels? |  |
| 37 | Production Support | Where are your call centers located? What are the supported languages? |  |
| 38 | Production Support | What is system uptime/availability? |  |
| 39 | Production Support | Please explain the qualifications of your support staff, available support hours and any other differentiators in your support model. |  |

# Response Form: Project Approach

## Overview: BCERS’s Project Approach Requirements and Philosophy

BCERS is looking for a more iterative, incremental and collaborative approach for the project, which **must include** the following elements:

* Collaborative meetings for prototyping and feature discussions rather than traditional joint application design meetings, whereby the offer asks BCERS to explain their “as-is” process. BCERS is interested in discussing current processing but would like to learn from the Vendor what their best recommend is to improve the process.
* Early and continuous delivery of working software.
* Deliver / receive working software from a couple of weeks to a couple of months, with a preference to the shorter timescale.
* Working software is the primary measure of progress.
* At regular intervals, the team shall reflect on how to become more effective to then tune and adjust the team’s behavior accordingly (via Retrospectives).
* BCERS and Vendor teams work together daily throughout the project because the most effective method of exchanging information is collaborative conversations as opposed to written correspondence.
* Where acceptable, utilize product features and Vendor recommended approach for processes.
* Customization for rules and calculations (and potentially external interfaces).
* Design with “software” not “specifications” to find the delta between product features and Vendor recommendations and BCERS needs (it takes just as long, and likely longer, to design a solution from scratch with no delta than to just fill the delta).
* Vendor working software demonstrations (product reviews) after configurations and customizations are complete rather than delivery straight to BCERS.
* BCERS will provide specifications by example for rules, calculations, and custom integrations that the Vendor must use for development rather than traditional Vendor specifications.
* Any specifications required by the Vendor must be end-user targeted (i.e., in business process terms) not developer targeted.
* The Vendor schedule must incorporate the requirements stated within this section.
* The Vendor must not stack BCERS tasks (i.e., testing and design simultaneously) to shorten the timeline.
* The Vendor must balance the number of deliverables BCERS will receive and is expected to review at any given time.
* Software delivery should be phased in a business logical way, such that BCERS can test and entire process without missing functionality, thereby eliminating the need to test the same process multiple times.
* It is BCERS’s desire to keep Change Orders to a minimum and to develop a partnership with the successful contractor to work through any unexpected requirement or feature changes prior to issuing a Change Request/Order. BCERS understands that this will sometimes require a discussion about value and may involve some form of “give and take” throughout the project between both parties, especially for minor features / requirements that may have been missed and/or may be interpreted differently by both parties. Both BCERS and Vendor shall review any unexpected changes in earnest and discuss how the feature / change might be implemented within the defined scope or what the overall importance of the change is for processing at BCERS prior to considering a change order / request.
* BCERS is comfortable with meeting and collaborating virtually, however, Vendors are encouraged to suggest alternative working dynamics they find productive, and include any costs associated.

## Vendor Response to Project Approach Requirements and Philosophy

In the table below, please provide a **brief summary** describing how you will comply with the requirements listed in this section and state any exceptions.

|  |  |
| --- | --- |
| Vendor Response | |
| Team Collaboration | [Max 2 paragraphs: Describe your approach to collaboration per the requirements above] |
| Iterative Release | [Max 2 paragraphs: Describe how the software will be iteratively release per the requirements above] |
| Design Approach | [Max 2 paragraphs: Describe the design approach per the requirements above] |
| Specification | [Max 2 paragraphs: Describe what will require design specifications that BCERS will need to approve per the requirements above] |
| Product Reviews and Software Delivery | [Max 2 paragraphs: Describe how the software will be delivered and demonstrated to BCERS per the requirements above] |
| Specification by Example (SBE) | [Max 2 paragraphs: Describe how you will use BCERS SBEs for development and testing per the requirements above] |
| Resource Allocation | [Max 2 paragraphs: Describe the expected BCERS resources needed to support the project per the requirements above] |
| Change Control | [Max 2 paragraphs; Describe your change control process. How do you determine what are considered changes] |

## Overview: Proposed Project Schedule Details

Please also provide a detailed project schedule (i.e., Gantt chart) in a separate attachment in Excel format.

## Vendor Response: Proposed High-Level and Details Project Schedule

Please attach a separate project schedule following the directions in **Section 5.3**.

# Response Form: Testing Approach

## Overview: BCERS’s Testing Approach Requirements and Philosophy

The Vendor shall provide testing plans, scripts, processes, tools, and test execution services that are necessary and prudent for a system of this magnitude, including, but not limited to:

* **Unit Testing:** Validates that modular configuration values and individual development objects operate according to approved design specifications.
* **System Testing:** Validates that dependent business processes and functional requirements within a functional area can be fully executed and produce the pre-defined and expected results for each test script.
* **Integration Testing:** Validates that dependent business processes across functional areas and PAS components interact seamlessly. Validates that enhancements, security, workflow, configurations, data conversion programs, interfaces, reports, and forms work together.
* **Regression Testing:** Validates functionality in the system that has been previously developed, tested, and accepted but may be impacted by fixes to other functionality in the system.
* **Automation Testing:** Validates system and integration tests using automated tools. These automation tests are the basis for regression testing of the software that must be performed by the Vendor during implementation and for software updates that occur during post implementation support.
* **Performance (load/stress) Testing:** Validates the readiness of the application to support the BCERS’s transaction and user volumes and will include both interface/batch transactions and online/ end-user response times.
* **User Acceptance Testing:** Validates the system is functioning as designed, verifies the conversion process, and confirms that the system is ready to be moved into the production environment.
* **System Recovery Testing:** Validates the system and each of its components may be recovered and synchronized to a specific point in time.
* **Security Testing:** Validates security by incorporation into each phase of testing. This testing must address all the BCERS’s policies and standards for protecting BCERS’s IT assets, resources, and data/information from unauthorized access, use, disclosure, disruption, modification, or destruction to provide integrity, confidentiality, availability, accountability, and assurance.
* **Vulnerability and Penetration Testing:** Analyzes PAS and technical environment to identify where attacks would be likely to occur and simulates attacks on the solution and environment to determine any areas that have been overlooked.

It is the goal of BCERS and the expectation of the Vendor to ensure that quality standards be high for each delivery of the PAS to BCERS. Furthermore, to avoid “over-the-fence throwing” (i.e. unnecessary routing and rerouting of issues via tickets/emails), BCERS expect Vendors to work collaboratively with BCERS throughout testing via daily triage meetings and via one-on-one review meetings of issues between BCERS tester and contractor analyst / specialist whenever needed.

The Vendor will be expected to conduct unit, integration, and system testing of all software. These tests must be thorough enough to ensure User Acceptance Testing is not used to uncover errors that should have been found in unit, integration, or systems testing. During the initial phases of the PAS project, BCERS will expand these scenarios into tangible examples, i.e., specifications by example (“SBE”) that will serve as design specification for development and test specification for all testing.

The Vendor will be required to test all functionality against these SBE and certify successful test completion with each delivery of the PAS against the related BCERS scenarios.

Upon BCERS testing, if BCERS determines that criteria have not been successfully met, BCERS may reserve the right to decline acceptance of the PAS delivery, without penalty to BCERS. The following table contains a list of test services required of the Vendor:

|  |  |
| --- | --- |
| System & Integration Testing | The Vendor shall conduct tests in accordance with the approved BCERS’s SBEs. All test results must be documented, exceptions analyzed, and defects corrected prior to delivery to BCERS for acceptance testing. Defects must be resolved as follows: there shall be no Critical or High priority defects present in the software and the number of medium priority defects should not exceed 10% of the total number of scenarios being delivered (see table below for priority definitions).  The Vendor shall provide a comprehensive report of functionality being delivered for each test release. Released functionality should be clearly identify functionality by BCERS SBEs scenarios, where applicable, and all other functionalities.  The Vendor shall conduct a joint PAS software demonstration for each module delivered, thereby demonstrating successful testing of BCERS’s SBEs and other functionalities.  Conduct testing on all components using system generated test data as well as BCERS converted data to verify compliance with requirements and commitments; |
| Regression Testing | The Vendor shall conduct full regression testing with each release of software for BCERS user acceptance testing to ensure breakage does not occur to previously tested and accepted software. The System & Integration Testing requirements also apply to Regression Testing.  Regression Testing should make use of **automation tools** that should be executed prior to each release of software to BCERS, during implementation and for all post implementation enhancements and updates. |
| Performance Testing | The Vendor shall conduct **performance testing** for the fully configured and tested software **prior to commencing live operations** and at a preliminary point in the project sufficiently in advance of go-live.  The Vendor shall **document and demonstrate** the mechanisms utilized to monitor and verify technical performance with respect to user response time metrics. |
| Security & Recovery Testing | The Vendor shall conduct security testing to ensure security requirements and BCERS policies and standards are met.  The Vendor shall **provide tools, lead activities**, and conduct **vulnerability and penetration testing** of the PAS and technical environment to identify where attacks would be likely to occur and the approach and tools to be used to simulate attacks on the solution and environment to determine any areas that have been overlooked.  The Vendor shall conduct a **systems recovery** test to ensure recovery and synchronization across all system components.  The Vendor must demonstrate that system recovery tests are conducted at a **specific point during peak time** are possible.  The Vendor must make BCERS’s technical staff aware of any **special considerations** required to successfully perform security and/or systems recovery testing  **Disaster recovery site testing** shall be conducted prior to go-live and on regular intervals as agreed-to between Vendor and BCERS |
| Acceptance Test Support | * Creating the **acceptance testing environments** on the PAS infrastructure, as appropriate. * Loading configuration values, **converting data**, and establishing **user security** in accordance with deployment plan. * Performing system **backups** and **restoring** databases, as required. * Provide a methodology for **tracking defects** which is accessible to BCERS staff, and that can support a defect triage process to be defined and agreed upon by the Vendor and BCERS staff. * Tracking, resolving & reporting **issue status** for issues identified during testing. * Analyzing and **explaining outcomes.** * Answering questions from testers as they arise, including joint web sessions, if needed, with BCERS testers to review, discuss and resolve reported issues. * Provide enough time, proportional to the overall schedule, to conduct user acceptance testing. |

The following table contains the defect priority definitions that the Vendor must apply to all testing and test results reported for all software delivered to BCERS for acceptance testing:

|  |  |
| --- | --- |
| Critical | A defect or software issue is considered Critical if a critical (high volume and high impact) process or function is unusable, meaning that there is an issue that prevents the user from accessing or performing the basic nature of the process or function. |
| High | A defect or software issueis considered **High** if an issue with a critical or high (high volume or high impact)priority process or function prevents it from being completed and **no reasonable workaround** **exists**. |
| Medium | A defect or software issueis considered **Medium** if an issue with a high or medium (high/medium volume or high/medium impact) priority process or function prevents it from being completed, but a **reasonable workaround exists**. |
| Low | A defect or software issueis considered **Low** if an issue with a low priority (low volume or low impact) process or function prevents it from being completed. |

## Vendor Response to Project Testing Approach Requirements and Philosophy

In the table below, please provide a brief summary describing how you will comply with the requirements listed in this section and state any exceptions.

|  |  |
| --- | --- |
| Vendor Response | |
| System & Integration Testing | [Max 2 paragraphs: Describe your approach to system & integration testing per the requirements above] |
| Regression Testing | [Max 2 paragraphs: Describe your approach to regression testing per the requirements above] |
| Automation Testing | [Max 2 paragraphs: Describe your approach to automation testing per the requirements above] |
| Performance Testing | [Max 2 paragraphs: Describe your approach to performance testing per the requirements above] |
| Security & Recovery Testing | [Max 2 paragraphs: Describe your approach to security & recovery testing per the requirements above] |
| Acceptance Test Support | [Max 2 paragraphs: Describe your approach to acceptance test support per the requirements above] |

# Response Form: Project Training Approach

## Overview: BCERS’s Project Training Approach Requirements and Philosophy

The Vendor shall provide an end-user training plan, including end-user training materials and conduct all instructor-led training sessions for end-users (i.e. do not propose a train-the-trainer approach for end-user training delivery).

The Vendor’s training plan shall include:

|  |  |
| --- | --- |
| Training Plan | A training schedule in accordance with the implementation schedule and project plan.  BCERS training needs assessment, including the types of training to be employed to meet identified needs, for BCERS’s functional, technical, and training resources; and  Preparation and training of BCERS’s training resources to establish an ongoing training organization (not for delivery of end-user training but for training of employers and local boards and to allow BCERS to support on-going training needs). |
| User Acceptance Test Training | General user acceptance testing training, including:  System architecture, navigation and general functionality.  Workflows, dashboards, documents, and reports.  Online and batch operations.  Security and user setup. |
| End-User Training | Deliver all end-user Training. The Vendor shall use an instructor-led, classroom approach to deliver training to employees who will use the PAS. Computer-based training (CBT) may be utilized where appropriate for specific training classes with prior approval from BCERS, provided that all CBT is expected to be audio-video. The costs to acquire and design, configure or develop these courses shall be included in the Vendor’s staffing and cost schedules.  Provide classroom materials to support the classroom training effort that have been customized to address specific software configuration and customizations made as part of the PAS project.  Develop all training materials, including training guides, quick reference guides, user materials, training videos and course curricula (including training objectives and outcomes).  Work with assigned BCERS staff to incorporate policy, procedure, and specific personnel roles into the materials.  Provide a stable, tested training environment capable of testing all required functionalities, which is pre-loaded with representative converted reference and historical BCERS data that can become a starting point for creating training materials (including screen prints showing user actions and processing outcomes).  Provide back up, restore, and troubleshooting assistance in the training environment as materials are prepared and customized and as end-user training proceeds.  All training materials must be reviewed and approved by BCERS prior to the start of the training. The Vendor shall provide all electronic source documents used in the development and presentation of training. |
| BCERS Trainer Training for Members, Employers | Train BCERS’s training personnel who will be responsible for conducting training of external users, including:  Member portal training to provide support and as-needed training to members and payees.  Employer portal training to deliver training to employer staff. |
| Technical and Operations Staff Training | Supply classroom and substantial hands-on training to ensure that BCERS personnel have developed the necessary skills required to successfully operate and maintain the production PAS, including:  Systems operations and technical support (e.g. security, user maintenance, batches, etc.).  System startup/shutdown and backup/restore.  System monitoring and troubleshooting.  System configuration tools (e.g. workflow, documents, queries, reports, etc.).  System development, system management, and application administration tools.  Configurable components and system options.  Development components, including secure development techniques.  Online and batch operations.  Security and system options available.  Application data model. |

## Vendor Response to Project Training Approach Requirements and Philosophy

In the table below, please provide a summary describing how you will comply with the requirements listed in this section and state any exceptions.

|  |  |
| --- | --- |
| Vendor Response | |
| Training Plan | [Max 2 paragraphs: Describe your training plan per the requirements above] |
| User Acceptance Test Training | [Max 2 paragraphs: Describe your approach to train the project team for acceptance testing per the requirements above] |
| End User Training | [Max 2 paragraphs: Describe your approach to end user training per the requirements above] |
| Trainer Training | [Max 2 paragraphs: Describe your approach to BCERS trainer training per the requirements above] |
| Technical Staff Training | [Max 2 paragraphs: Describe your approach to technical staff training per the requirements above] |

# Response Form: Proposed Core Team

## Overview: Proposed Project Team and Resumes Requirements

The response below must include information on all core team members that are being proposed to work on the project. The staffing proposal must include the team member names, titles, project roles, responsibilities, percentage allocated to the project, and relevant experience.

## Vendor Response to Proposed Core Project Team and Resumes:

[Maximum 3 pages per team member]

# Response Form: Fee Proposal

## Overview of Pricing / Fee Schedule Details

* Please provide the fixed pricing for your proposal in **Attachment E - Pricing Sheets**, identifying the costs for purchasing and implementing the solution.
* The fee proposal must be a total project cost and should include all out-of-pocket expenses attributable to the performance of services. As noted in **Section 5.1**, BCERS envisions this project being implemented virtually. If the Vendor believe travel is required during any phase of the project, assumptions should be included, along with related costs, i.e. all travel expenses including but not limited to lodging, transportation, meals, telephone, facsimile, Internet, or other communication devices, postage, delivery, copying, clerical time, and overtime.
* Please include sufficient explanation of the pricing proposal for the scope of work including pricing of fees and costs, billing practices, and payment terms that would apply. This section of the response should include an explanation as to how the pricing approach(es) will be managed to provide the best value to BCERS.

Please provide a breakdown of cost by the following areas (where applicable) in **Attachment E**. (**“06-Attachment-E-BCERS-PAS-RFP-Pricing Sheets-Phase-4.xlsx”)**

* **Implementation Services**, including any line-itemed proposed travel costs, training fees, etc., on a year-by-year basis for the duration of the PAS implementation.
* **Licenses and Support Fees**, both during the implementation and for the subsequent 5 years. Include base software license, user licenses and brackets (where applicable), module license fees, etc. with applicable cost escalations and/or annual subscription increases. Please include in **Section 9.3** below details of the support included such as service hours, level of support,
* **Hosting Fees**, both during the implementation and for the subsequent 5 years. Please line-item as best as possible. Any optional offerings and cost, including extended backup and storage fees, should be indicated in **Section 9.3** below.
* **Milestone Schedule**, proposed by the Vendor. Please refer to the notes in the spreadsheet indicating requirements surrounding number and allocation of payments as well as required holdbacks.
* **Hourly Rate Schedule** should indicate the applicable hourly rates for each labor category (identified in the proposed staffing) required for both change orders during the implementation project as well as any work on a time & materials basis for the subsequent 5 years. Rates should include applicable annual increases.

All pricing proposals should be “best and final,” although BCERS reserves the right to negotiate on pricing details mentioned inyour RFP response.

The fee schedule submitted in response to the RFP in Attachment E and in this **Section 9** is for the entire scope of services and no extra charges or expenses shall be paid by BCERS.

## Vendor Response: Pricing Exceptions

In the table below, please provide any pricing related exceptions either from this section of the RFP or the Attachment E**:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Exception Explanation or Reason | Proposed alternate pricing / approach | Original Pricing Structure | Row Number (if applicable) | Pricing Tab (if applicable) |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

## Vendor Response: Pricing Assumptions

In the table below, please provide any assumptions you made or included services in your pricing provided in the Pricing Sheet in Attachment E.

|  |  |
| --- | --- |
| ID | Assumption |
|  |  |
|  |  |
|  |  |
|  |  |

## Vendor Response: Optional Offerings

In the table below, please provide pricing for any optional offerings not included in **Attachment E** or this **Section 9** that you believe would benefit BCERS**.** Please indicate the Pricing Tab in **Attachment E** to which the additional offering applies.

|  |  |  |
| --- | --- | --- |
| Pricing Tab | Optional Offering | Price |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

BCERS will determine whether the proposed cost is fair and reasonable by considering the proposal, including the Vendor’s qualifications, the price proposed, the project budget, and other relevant factors. If BCERS does not consider the proposal price to be fair and reasonable, and it cannot negotiate an acceptable price, then BCERS reserves the right to cancel the award and take the appropriate action to meet its needs.

# Response Form: Financial Information

## Overview: Financial Details Requested by BCERS

Please attach the following audited financial statements for the past three (3) years to this form as part of your submission:

* Consolidated income statements (Profit & Loss)
* Consolidated balance sheets
* Cash flow documents
* Credit report

If Vendor is a subsidiary or provides other services outside of PAS implementation services, please provide the above information only for the PAS Implementation services. If that is not feasible, please state reason and provide estimated percentage of business allocated to Pension System Implementation services.

## Vendor Response: Financial Details

In the table below, please list the requested financial statements and details identified in **Section 10.1** above and please attach the respective document to your final response. Please add or remove rows as needed.

|  |  |
| --- | --- |
| Vendor Response | |
| Consolidated income statements (Profit & Loss) | [Please list the file name of the attachment here] |
| Consolidated balance sheets | [Please list the file name of the attachment here] |
| Cash flow documents | [Please list the file name of the attachment here] |
| Credit Report | [Please list the file name of the attachment here] |

# Response Form: Project and PAS-Related Terms & Conditions / Agreements

## Overview: Project and PAS Terms & Conditions / Contracts

All Vendors must complete and submit this Form. The listed Terms and Conditions in **Section 11.2** below are considered necessary terms for any agreement negotiated and entered into by a successful Vendor and BCERS. The terms below are not exhaustive of all terms expected to be in an agreement with BCERS, and BCERS reserves the right to negotiate on all other terms in Vendor’s standard contracts and agreements submitted as part of **Section 11.3**.

If a Vendor has any exceptions or assumptions to any terms and/or conditions listed in **Section 11.2** below, the Vendor must indicate these exceptions to the Terms and Conditions of this RFP in that Section. The Vendor must identify the reason for the requested change, provide alternate language and provide an explanation of the intent of the change. If the Vendor’s response does not include a separate statement of exceptions identifying all the above information, the exceptions will be deemed waived by the Vendor.

Vendors shall use **Section 11.3** to include their standard contracts and agreements, e.g.:

* Maintenance and Support Agreement.
* Master Services Agreement.
* Software Licensing Agreement (SLA).
* Statement of Work.
* Any other relevant Vendor Agreement and/or Terms & Conditions from the Vendor for this specific RFP / Contract.

By submitting an RFP response and the sample agreements from **Section 11.3** as attachments, Vendors acknowledge that language in the final agreements will be negotiated with BCERS and will be in accordance with BCERS’s required Terms and Conditions stated in the table in **Section 11.2** below, where applicable.

## Response Form: Project and PAS Terms & Conditions / Contracts

Vendors shall state their Assumptions and Exceptions to any of the required BCERS terms and conditions listed in the table below in the “Vendor Assumptions and/or Exceptions” column. As stated **in Section 11.1**., Vendor must identify the reason for any requested change, provide alternate language and provide an explanation of the intent of the change. If Vendor has no Exception or Assumption to the respective Term / Condition in a given row, Vendor shall leave that respective column blank.

| ID | Area | Term / Condition | Vendor Assumptions and/or Exceptions (leave blank if N/A) |
| --- | --- | --- | --- |
| 1 | Acceptance of Work Product and Vendor Performance | Vendor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at BCERS designated facilities, unless otherwise specifically addressed in the scope or elsewhere in this Agreement. BCERS’s authorized representative will provide a final determination regarding all questions which may arise as to the quality and acceptability of any work performed under the contract. All material or service is subject to final inspection and acceptance by BCERS. If, in the opinion of BCERS’s authorized representative, performance becomes unsatisfactory, BCERS will notify the Vendor. The Vendor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the Agreement. Repeated incidences of unsatisfactory performance may result in cancellation of the Agreement for default. |  |
| 2 | Anticipated Contract Start date and initial contract term | BCERS’s desired start timeframe is in Q2 of 2026.  The initial contract term and Vendor’s pricing shall include the implementation component per this RFP and Vendor discovery meetings, as well as a warranty period of six (6) months plus five (5) years of support and maintenance after conclusion of the warranty period. |  |
| 3 | Applicable Sections of RFP | This RFP and related Exhibits, Forms and Amendments plus any additional relevant documents and the successful proposal and BAFO, executed Offer & Award and any additional relevant documents will constitute the awarded contract.  Any contract resulting from the acceptance of a proposal shall contain, at a minimum, all applicable provisions of this RFP.  BCERS will accept a proposal by issuing a written "Notice of Award" to the selected firm, which incorporates the proposal documents by reference and accepts all or selected portions of the firm's proposal. At the discretion of BCERS the contractual obligation may include additional terms and conditions as agreed to by the parties. This "Notice of Award" will represent a contractual obligation and will be executed by BCERS and the authorized representative of the selected firm. The Vendor shall not begin any work until it receives a Notice to Proceed. |  |
| 4 | Assignment | Contractor shall not assign or transfer its interests, duties or responsibilities in or to this Agreement, or any part hereof, without BCERS’s prior express written consent, not to be unreasonably withheld. Contractor shall not assign any monies due, or which become due to Contractor under this Agreement without BCERS’s prior express written consent. Any assignment made in violation of this Section will be void. |  |
| 5 | Attorney’s Fees | In the event of a dispute or action pursuant to this Agreement, each party shall bear its own attorney’s fees. |  |
| 6 | Authority to Bind | Except as otherwise authorized herein, it is understood that in Contractor’s performance of any and all duties under this Agreement, Contractor has no authority to bind BCERS, BCERS’s Officers, BCERS’s agents, BCERS’s Board of Trustees, and/or BCERS’s Plans to any agreements or undertakings. |  |
| 7 | Choice of Law / Venue and Contractor Claims | The parties hereto agree that the provisions of this Agreement will be construed and enforced pursuant to the laws of the State of California, without regard to choice of law principles. The venue for all litigation or other disputes relative to this Agreement shall be in the San Joaquin County Superior Court, State of California. |  |
| 8 | Confidentiality | Vendor shall not, without the written consent of BCERS, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that Vendor protects its own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Vendor’s obligation of confidentiality will not apply to information that:   1. Is or becomes available from public sources through no breach of Vendor’s obligations hereunder; 2. Is already in Vendor’s possession without an obligation of confidentiality; 3. Is rightfully disclosed to Vendor from a third party without an obligation of confidentiality; or 4. Is required to be disclosed by court or regulatory order, provided Vendor gives the BCERS prompt notice of any such order. |  |
| 9 | Contractor Licenses and Permits | Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself. |  |
| 10 | Core Staff Dedication to BCERS’s Project | Vendor agrees that any core and named staff members identified by the Vendor as part of the RFP response or BAFO process and accepted by BCERS shall be dedicated to BCERS’s project as identified for the percentage and duration allocation in the project and staffing plan by the Vendor (see **Section 8**) and that any change in assigned core and named staff members is subject to BCERS’s approval in writing. |  |
| 11 | Counterparts of the Agreement | This Agreement may be executed simultaneously in any number of counterparts, This Agreement may be executed in any manner of counterparts, all of which shall constitute in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement, by signing and delivering one or more counterparts. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. |  |
| 12 | Data & Confidentiality:  A. Data Protection and Confidentiality of Information | Vendor will establish and maintain procedures and controls acceptable to BCERS to ensure that BCERS’s proprietary and sensitive data is protected from unauthorized access and information obtained from BCERS or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Vendor in any way related to the Contract that contains BCERS’s proprietary and sensitive data, is provided to Vendor by BCERS, or prepared by others for BCERS are proprietary to BCERS, and all information by those same avenues is BCERS’s confidential information.  To comply with the foregoing warrant:  **1. Vendor shall:**  (a) notify BCERS immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse;  (b) cooperate with BCERS to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and  (c) notify BCERS promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and  **2. Vendor shall not:**  (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person’s individual performance of his or her duties under the Contract, unless BCERS has agreed otherwise in advance and in writing; or  (b) respond to any requests it receives from a third party for such data or information and instead route all such requests to BCERS’s designated representative. |  |
| 13 | Data & Confidentiality:  B. Personally Identifiable Information (“PII”) | Vendor will protect any personally identifiable information (“PII”) belonging to BCERS’s employees, its members or other Vendors or members of the general public that it receives from BCERS or otherwise acquires in its performance under the Contract.  For purposes of this paragraph:   1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-1616; and 2. “protect” means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.2 GSA Rules of Behavior for Handling Personally Identifiable Information (<https://www.gsa.gov/directives-library/gsa-rules-of-behavior-for-handling-personally-identifiable-information-pii-2>).   No data containing member information, and especially Personally Identifiable Information (PII) is to be used outside of the contiguous United States except that access-only permission may be granted as required to address a production support issue. |  |
| 14 | Data & Confidentiality:  C. Protected Health Information (“PHI” and “ePHI”) | Vendor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information (“PHI”) and electronic PHI (“ePHI”) as defined in the Privacy Rule referred to below), it:  1. Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection:  (a) the “Privacy Rule” in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 (<https://www.hhs.gov/hipaa/for-professionals/privacy/index.html>);  (b) Maryland laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or other applicable Federal Law as amended; and (c) State’s current and published PHI/ePHI privacy and security policies and procedures.  2. Will cooperate with BCERS in the course of performing under the Contract so that both State and Vendor stay in compliance with the requirements in (1) above; and  3. Will sign any documents that are reasonably necessary to keep both State and Vendor in compliance with the requirements in (1) above, in accordance with the Privacy Rule. |  |
| 15 | Data & Confidentiality:  D. Other confidentiality and data security terms | 1. All data, regardless of form, including originals, images and reproductions, obtained by, or transmitted to Vendor in connection with this Agreement is confidential, proprietary information owned by BCERS. Except as specifically provided in this Agreement, the Vendor shall not disclose data generated in the performance of the service to any third person, other than its cloud provider for purposes of housing BCERS data as described in the Scope of Work, without the prior written consent of the Administrator or his/her designee. 2. All data described in **Section 1** above is the property of BCERS. In the event that Vendor and BCERS agree in writing to house data at Vendor’s proposed data center, Vendor’s data center must meet widely accepted industry standards and must carry reasonable security certification. The Vendor must carry a network / cyber security policy with the limits defined in **ID 30 in this table** that will name BCERS as named insured. 3. Any use or access by the Vendor of BCERS’s data during the implementation must be guaranteed to be encrypted in transit and at rest, except as expressly agreed to in writing by BCERS prior to use or access by the Vendor. 4. When personal identifying information, financial account information, protected health information, or restricted BCERS information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. Vendor must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal and submit certification of such to BCERS. 5. Vendor agrees to abide by all current applicable legal and industry data security and privacy standards of similarly situated software-as-a-service providers. 6. Vendor will provide BCERS with its information security policies and procedures regarding the redaction, destruction, erasure, or other disposal of documents and information. 7. Vendor agrees to demonstrate that they have adequate controls and safeguards when they host or process personal identifying information, financial account information, protected health information, or restricted BCERS information. This may be accomplished through a third-party audit utilizing a widely recognized auditing standard. 8. Vendor agrees that the requirements of this section shall be incorporated into all Subcontractor agreements entered into by the Vendor. 9. In the event the Vendor breaches any provision of this confidentiality provision, subject mutually agreed upon limitations of liability, BCERS will be entitled to seek any relief and remedy available at law or in equity and the parties agree that any breach will cause BCERS to suffer irreparable injury, and therefore, BCERS will be entitled to obtain injunctive relief. |  |
| 16 | Disengagement:  Disengagement Payments | Vendor will be compensated for the Disengagement Services at rates established in the Disengagement Statement of Work. The Vendor shall prepare an accurate accounting from which BCERS, and Vendor may reconcile all outstanding accounts. |  |
| 17 | Disengagement:  Vendor Information Disengagement | During the Disengagement Services period, Vendor shall at no additional charge provide BCERS with a copy of BCERS data in its existing form and layout on a mutually agreed upon electronic format, readily accessible by BCERS as required for the Disengagement Services of Vendor hereunder. Additionally, Vendor shall provide any notes of decisions made by BCERS in regard to policy choices relating to BCERS’s business practices as discussed in meetings or discussions with BCERS. Such notes or documentation of BCERS business decisions shall at all times be the property of BCERS. |  |
| 18 | Disengagement:  Vendor Personnel Disengagement | The Vendor shall provide sufficient personnel as practicable during the Disengagement Period to assist BCERS, or a specified third party, to reasonably maintain the continuity and consistency of the Services specified in the Agreement (if termination occurs prior to the Software Implementation Go-Live Date) and the Disengagement Statement of Work.  In addition, during the Disengagement Period, in the event BCERS requires the services of the Vendor’s Subcontractors, as necessary to meet its needs, Vendor agrees to reasonably, and with good-faith, work with BCERS for BCERS to retain the services of Vendor’s Subcontractors or vendors at BCERS’s sole cost and expense. Vendor shall reasonably assist BCERS in notifying the retained Vendor’s Subcontractors of procedures to be followed during performance of the Disengagement Services. |  |
| 19 | Disengagement:  Vendor Software Disengagement | The Vendor shall reasonably assist BCERS in the acquisition of any Vendor third-party software required to perform the Services/use the Deliverables under the Disengagement Statement of Work. This may include any non-confidential Documentation being used by the Vendor to perform the Services under the Disengagement Statement of Work. Upon notification by BCERS, Vendor may be required to freeze all non-critical changes to Deliverables/Services being performed by Vendor for BCERS. |  |
| 20 | Disengagement:  Disengagement Plan | BCERS, with the reasonable assistance of Vendor, shall mutually develop a disengagement plan ("Disengagement Plan") setting forth the specific tasks and schedules to be accomplished by the Parties, to effect an orderly disengagement, a description of Disengagement Services to be rendered, estimated hours required for the performance by Vendor in order to derive an agreed upon compensation for the Disengagement Services, and agreed upon Deliverables for the completion of each Disengagement Service component identified in the Disengagement Statement of Work. |  |
| 21 | Disengagement:  BCERS Disengagement Responsibilities | The Disengagement Statement of Work will specify the Disengagement Responsibilities of The Vendor which shall include the following responsibilities and other activities mutually agreed by the parties.  Return of Vendor Confidential Information and Vendor Materials. At the end of the Disengagement Period, BCERS shall return to Vendor or delete any Vendor Confidential Information or Vendor Materials in BCERS’s possession or control.  Cessation of BCERS Access to Vendor System. At the end of the Disengagement Period, BCERS shall cease all access to the Vendor System previously hosting the Licensed Software.  Project Reconciliation. In the event that this Agreement is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, BCERS agrees to reconcile all accounts between BCERS and the Vendor, complete any pending post-project reviews and perform any other obligations upon which BCERS and the Vendor agree. |  |
| 22 | Disengagement **-** Transition | During commencement, Vendor shall attend transition meetings with any outgoing Vendors to coordinate and ease the transition so that the effect on BCERS’s operations is kept to a minimum. BCERS may elect to have outgoing Vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, BCERS anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) Contractor and BCERS to ensure as smooth and complete a transfer as is practicable. Vendor will use reasonable efforts to perform work related to the transition using its then-existing resources to providing services under this Contract. Transition assistance will be provided on a time and material basis, with material being charged as a flow through and time charged using the then-current hourly rates. BCERS’s representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor/contractor. As with the incoming transition. BCERS may permit Vendor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.  In connection with termination or expiration of the Agreement, Vendor, upon request by BCERS, and provided BCERS is current in its payment to Vendor under the Agreement, and if applicable, Software Licenses and Support Agreement (“SLSA”), shall provide reasonable assistance to BCERS in advising on the required infrastructure and the Managed Services to host the Licensed Software, currently being performed by Vendor, to the control of BCERS ("Disengagement Services"). Vendor will perform reasonable Disengagement Services under a separate Agreement ("Disengagement Agreement") for a period of up to six (6) months ("Disengagement Period") on a time and materials basis at Vendor’s then current professional services rates set forth in the Disengagement Agreement. Disengagement Services will be detailed in the Disengagement Statement of Work and will include, but will not be limited to, the following Disengagement Services. |  |
| 23 | Enforcement of Remedies | No right or remedy herein conferred on or reserved to BCERS or to Vendor is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time. Notwithstanding the preceding, any dispute pursuant to this section shall still be subject to **ID 32 in this table** ["Mediation"]. Failure to adhere to the order of operations of remedies presented in this Agreement shall be a material defect of any claim made pursuant to this Agreement. |  |
| 24 | Errors in Proposals | Vendors are responsible for errors and omissions in their proposals and will be expected to be performed as submitted. No such error or omission shall diminish the Vendor’s obligations to BCERS |  |
| 25 | Escrow requirements for Source Code | BCERS requires that all licensed source code be deposited in escrow. The full functioning copy of the PAS, including source code, configurations, customizations, documentation, code comments and any relevant integrated 3rd party software and connectors for BCERS’s solution shall be deposited into escrow. Each major subsequent version of the source code and its components that will enable a fully functioning system shall be placed into Escrow as well.  Contractors shall submit to BCERS certification of updates of subsequent versions of source code and components being placed in escrow.  BCERS may exercise its access to escrow upon submission of appropriate evidence of the following:   1. The Vendor ceases doing business and its business is not continued by another corporation or entity, or 2. The Vendor files a voluntary petition or has a voluntary petition filed against it under the United Bankruptcy Code, as amended or similar insolvency statute, makes an assignment for the benefit of its creditors generally or seeks the appointment of (or has appointed involuntarily) a receiver, becomes insolvent or bankrupt, admits in writing its inability to pay its debts as they mature or taken any action for the purpose of entering into winding-up, dissolution, insolvency, bankruptcy, reorganization or similar proceedings analogous in purpose or effect thereto, or any such action is instituted against it, or 3. Maintenance and support for the Software is no longer available, or 4. The Vendor declines to provide any services that are essential to BCERS’s use of the System.   BCERS may only exercise its access under conditions 3 and 4 (above) after submitting appropriate evidence that the condition arose as a direct result of the Vendor’s own actions or omissions in performance of the contract services. |  |
| 26 | Indemnification | Contractor shall indemnify, protect, defend and hold harmless BCERS, including all individual Board of Trustee Members, members, beneficiaries, officers, officials, employees, local boards, and agents (each a “Covered Person”) from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (each a “Loss” and collectively, “Losses”) to the extent caused, or alleged to be caused, in whole or in part, negligence or willful misconduct committed by Contractor in connection with its performance of the Services or the Technology Assets provided as part of this agreement provided that Contractor is notified in writing as soon as possible and within a commercially reasonable time of such claim or loss. It is the specific intention of the parties that Covered Persons shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Covered Persons or for those parts of Claims that arise from the negligent or willful acts or omissions of the Covered Persons, be indemnified by Contractor from and against any and all Claims to the extent caused by the negligence or willful misconduct of Contractor. Contractor shall be responsible and liable for the acts and omissions of its employees, consultants, third-party contractors, public cloud providers and any provided software to the same extent as if performed or provided by Contractor. Contractor acknowledges and agrees that its obligation to indemnify and defend in this section:  (i) is an immediate obligation, independent of its other obligations hereunder;  (ii) applies to any Loss which actually or potentially falls within the scope of this section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and  (iii) arises at and continues after the time the Loss is tendered to Contractor.  Notwithstanding the provisions above, Contractor shall have no liability whatsoever to a Covered Person with respect to any claim that is based upon or arises out of: 1) the use of the Licensed Software in combination with any other material or product; 2) the use of the License Software in a manner for which it was neither designed nor contemplated; or 3) any modification of the License Software by BCERS, a Covered Person or any third party. In no event will Contractor’s liability of any kind with respect to the License Software and any other matter provided under or otherwise arising out of or related to this Contract include any special, indirect, incidental, or consequential losses or damages;  This indemnification shall survive the termination of the Agreement. |  |
| 27 | Indemnification: Patent, Copyright, and Trademark | In addition to any other indemnification required by this Agreement, Contractor agrees to defend, at its own expense, and to indemnify and hold harmless BCERS and its officers, agents, and employees from and against all judgments, claims, damages, suits, liabilities, settlements, costs and demands, including reasonable attorneys’ fees, suffered or incurred by BCERS as a result of any claim that the Technology Assets infringe the patents, copyrights, or other intellectual property rights of third parties, provided that Contractor is notified in writing of such claim. BCERS will reasonably cooperate with Contractor, at Contractor’s expense, to facilitate the settlement or defense of such claim. Without limiting in any way the Contractor obligations set forth herein, if, as a result of any claim of infringement with respect to the Technology Assets, BCERS is enjoined from using the Technology Assets, or if Contractor reasonably believes that the Technology Assets are likely to become the subject of a claim of infringement, Contractor may, at Contractor’s option and expense, (1) procure the right for BCERS to continue to use the Technology Assets, or (2) replace or modify the Technology Assets so as to make them non-infringing and of equal or superior functionality and capability for the purpose(s) for which the Technology Assets were provided, or (3) if neither of the foregoing are commercially practicable, terminate the Agreement, and Contractor shall refund a pro-rata portion of any pre-paid fees for services BCERS not yet received.  The Contractor’s obligation to indemnify, defend, and hold harmless BCERS pursuant to this subsection shall be reduced to the extent the applicable infringement is caused or alleged to be caused by the alteration or modification of the Technology Assets by BCERS (including its employees and contractors other than the Contractor and its subcontractors) other than in connection with the ordinary or expected use of the Technology Assets. This indemnification shall survive the termination of this Agreement. |  |
| 28 | Independent Contractor Definition | In the performance of all Services under this Agreement, Contractor shall be, and acknowledges that Contractor is, in fact and law, an independent contractor and not an agent or employee of BCERS.  Contractor has and retains the right to exercise full supervision and control of the manner and methods of providing Services to BCERS under this Agreement. Contractor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Contractor in the provision of Services under this Agreement.  With respect to Contractor’s employees, if any, Contractor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, of whatever nature, and compliance with any and all other laws regulating employment. Contractor will, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor.  Contractor will, and require the same of all subcontractors, hold BCERS harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation. |  |
| 29 | Intellectual Property Warranty | Vendor:   1. Represents that the Technology Assets will be free of the rightful claim of any third party for or by way of infringement or misappropriation of patent, copyright, trade secret, trademark or other rights arising under the laws of the United States; 2. Warrants that no act or omission of Vendor will result in a third party holding any other claim that interferes with BCERS enjoyment or use of the Technology Assets; 3. Warrants that Vendor owns or possesses all right(s), titles(s) and license(s) necessary to perform its obligations hereunder. |  |
| 30 | Insurance | Contractor, in order to protect BCERS, including all individual BCERS Board of Trustees Members, Administrators, members, beneficiaries, officials, agents, officers, local boards, employees and lawyers, against all claims and liability for death, injury, loss and damage as a result of Contractor’s actions in connection with the performance of Contractor’s obligations, as required in this Agreement, shall secure maintain and provide evidence of insurance with certificates of insurance (valid ACORD form or equivalent approved by BCERS) as described below, prior to commencement of work. The Contractor’s insurance shall be primary insurance with respect to all other available sources.  Contractor shall not perform any Services under this Agreement until Contractor has obtained all insurance required under this section. Contractor shall pay any premiums, deductibles and self-insured retentions under all required insurance policies. Applicable to all insurance policies and coverages listed in the insurance provisions of this contract, Contractor’s insurance shall not be permitted to expire, be suspended, be canceled, or be materially changes for any reason without thirty (30) days prior written notice to BCERS or, if the Insurer has not provided at least 30-days’ notice to the Contractor, as soon as practicable after such receipt of notice by the Contractor.  1. Contractor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance coverages:   1. **Commercial General Liability insurance**, including, but not limited to, Contractual Liability insurance (specifically concerning the indemnity provisions of this Agreement), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor’s performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of 2. Each occurrence: one million U.S. dollars ($1,000,000.00) 3. General Aggregate: two million U.S. dollars ($2,000,000) 4. **Technology Errors & Omissions (Tech E&O) insurance**: Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan. The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract. 5. Each occurrence: two million U.S. dollars ($2,000,000) 6. Aggregate: five million U.S. dollars ($5,000,000) 7. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed. 8. **Network Security, Cyber Security, Cyber Attack, Cyber Terrorism and Privacy Liability**. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks related to delivery of services within scope of this RFP (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss. 9. Each Claim: two million U.S. dollars ($2,000,000) 10. Annual Aggregate: two million U.S. dollars ($2,000,000 11. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.   2. The policy(ies) shall be endorsed, as required by this written agreement, to include BCERS and its board, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.  3. Policy(ies) shall contain a waiver of subrogation endorsement, as required by this written Agreement, in favor of BCERS and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.  4. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of California shall be excess and not contributory insurance.  5.Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this Agreement.  6. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Such insurance coverages shall not be reduced, modified, or canceled without thirty (30) days prior written notice to BCERS. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.  7. On insurance policies where BCERS are named as an additional insured, BCERS are additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.  8. For each insurance policy required by the insurance provisions of this Agreement, the Contractor must provide to BCERS, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to the BCERS contact above.  9. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of California and with an “A.M. Best” rating of not less than B+ VI. BCERS in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.  10. Contractor must furnish BCERS with certificates of insurance (ACORD form or equivalent approved by BCERS) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by BCERS before work begins. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.   1. All certificates required by this Agreement must be sent directly to the BCERS contact person. BCERS project/contract number and project description must be noted on the certificate of insurance. 2. BCERS reserves the right to require certified copies of insurance policies required by this Agreement at any time.   11. Any modification or variation from the insurance requirements in this Agreement must be made by BCERS legal counsel, whose decision is final. Such action may be made by administrative action with no need for contract amendment.  12. BCERS in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance. |  |
| 31 | Limitations of Liability related to Proposal Submission | By submitting a proposal, Vendors acknowledge and agree to fully indemnify, hold harmless and defend BCERS, it’s Board, officers, participants, employees, agents and representatives against and in respect of any and all claims, demands, damages, suits, actions, costs, charges, losses, liabilities, expenses, and deficiencies, (including without limitation legal fees and expenses), whether or not involving a third party claim, resulting from, arising out of, or in any way related to (a) any untrue warranty or representation or material omission of the Vendors contained in their proposal; (b) any breach of any warranty or representation of the Vendors contained in their proposal; (c) any breach of any covenant or other obligation or duty of Vendors under this RFP or under applicable law; and, (d) any liens, claims, encumbrances, or infringement of any patent, trademark, copyrights, or other proprietary or intellectual property right in each case whether or not caused by the negligence of BCERS or any other Indemnified Party and whether or not the relevant claim has merit. |  |
| 32 | Mediation | The parties agree that, before filing any lawsuit, they will use non-binding mediation in all disputes arising out of this Agreement. The parties shall mutually agree on one neutral mediator, with each party paying half of any mediator’s fee. In the event the parties are unable to agree on one neutral mediator, each party shall nominate one neutral mediator, and the two mediators nominated by the parties shall confer and appoint one neutral mediator to mediate the dispute. Any neutral mediator selected pursuant to this section will be domiciled in San Joaquin County, California. |  |
| 33 | Non-exclusivity | Vendor understands and acknowledges that this Agreement is nonexclusive and is for the sole convenience of BCERS, who reserve the right to obtain like services from other sources for any reason. |  |
| 34 | Non-conformance with Agreement | Services provided under this Agreement shall fully comply with the Agreement. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services that are not cured, BCERS may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it. |  |
| 35 | Nonwaiver | No covenant or condition of this Agreement can be waived except by the written consent of the party adversely affected by such waiver. Any activity to the contrary of the terms of this Agreement by either party hereto in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed. Either party hereto shall be entitled to invoke any remedy available to them under this Agreement or by law or in equity despite any activity to the contrary of the terms of this Agreement. |  |
| 36 | Offshore Performance of Certain Work Prohibited | Customer Data shall solely be hosted within the defined territories of the contiguous United States. This provision applies to work performed by Vendor’s Subcontractors at all tiers. |  |
| 37 | Ownership of Work Product and Work for Hire | All work product, equipment, documents, pamphlets, brochures, books, data compilations, reports, materials and films, web presentations, recordings, broadcasts, and materials of every form and description, whether in written, analog, digital, film or electronic form, prepared by Contractor (or its agents) pursuant to this Agreement or in connection with the performance of the Services and delivered to BCERS, as well as all documents or information provided to Contractor by BCERS (collectively, the “Materials”) are and shall remain the property of the BCERS, unless the parties agree otherwise, in writing. They must be delivered to BCERS at BCERS’ request upon termination of this contract. BCERS shall have no obligation to return the originals or copies of the Materials to Contractor upon termination of this Agreement. Upon termination or expiration of this Contract, BCERS shall retain its license(s) to the Licensed Software provided that BCERS continues to pay Contractor the annual fees due for such Licensed Software and all amounts due Contractor pursuant to this Contract. If the Agreement is in a holdover status, meaning the Term of the Agreement has expired and the parties are still engaged under the Agreement terms, the parties shall make a good faith effort to negotiate a mutually acceptable annual fee structure pursuant to this termination or expiration provision.  Notwithstanding the foregoing, Contractor retains all rights, including intellectual property rights, in all Materials pre-existing or created during the terms of the agreement other than those Materials that include the Confidential Information of BCERS, such as BCERS member data, business rules and business cases.  The rights granted in this section will survive any termination or expiration of this Agreement.  Notwithstanding the foregoing, Contractor retains all rights, including intellectual property rights, in all Materials pre-existing or created during the terms of the agreement other than those Materials that include the Confidential Information of BCERS, such as BCERS member data, business rules and business cases.  The rights granted in this section will survive any termination or expiration of this Agreement. |  |
| 38 | Payment Terms:  A. Payment Schedule and Warranty Holdback | Payment schedules will be based on project milestones, as defined by the Vendor and agreed to by BCERS.  An amount representing ten percent (10%) of the contract resulting from this RFP for implementation services shall be withheld by BCERS, with interim releases based upon the acceptance of the applicable deliverables within each respective milestone defined by the Vendor, for example:   * Milestone 1: Payment 1 minus 10% withholding * Milestone 2: Payment 2 minus 10% withholding + 50% of withheld amount from payment 1 * Milestone 3: Payment 3 minus 10% withholding + 50% of withheld amount from payment 1 * Etc.   Payment schedule shall include a reasonable final holdback amount of no less than five percent (5%) of the overall contract amount for the final warranty period and this holdback amount will not be paid prior to completion of the warranty period.  Software licenses and any Hardware / Software cost incurred as part of the project may be billed as needed outside of milestone schedule.  Upon formal acceptance of the deliverables by BCERS based on agreed-to Final System Acceptance Criteria, the warranty period of six (6) months will be enforced during which deficiencies with the deliverable(s) will be evaluated for repair. The Vendor will be required to repair requested deficiencies at no additional charge. The holdback will be released upon completion and acceptance of warranty work.  At the end of the warranty period, BCERS will release the remaining retainage (no less than five percent (5%) of the overall contract amount).  Upon termination of the Contract for reasons other than the Vendor’s uncured material breach of the Contract, retained fees for accepted work will be released to the Vendor.  Requests for early payment or advance payment will not be honored except for products or services already received and approved by BCERS. |  |
| 39 | Payment Terms:  B. Invoicing | Vendor’s invoices will carry Net-30 payment terms (i.e. with a due date for payment, which is 30 calendar days after the invoice is received).  Invoices are payable after receipt of a proper invoice and acceptance of satisfactory compliance. |  |
| 40 | Payment Terms:  C. Non-Availability of Funds | Every payment obligation of BCERS under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by BCERS at the end of the period for which funds are available. No liability shall accrue to BCERS in the event this provision is exercised, and BCERS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. |  |
| 41 | Press, Publicity and News Media | Other than announcing the award of the contract, Vendor will not advertise or publish news releases, brochures, promotional materials, or other such literature concerning this contract without the written permission from BCERS. BCERS will not deny permission unreasonably.  BCERS may use the Vendor’s name and logo in matters relating to the contract publicity without cost. |  |
| 42 | Pricing | The pricing structure of the proposal will be fixed price for the duration of the implementation and warranty contract. BCERS is looking for a solution and pricing from the Vendor that will be able to accommodate all the requirements stated within this RFP. Additionally, it is BCERS’s goal to stay within the allocated contract amount once BCERS and the successful Vendor have finalized the contract amount for the whole project term as defined herein.  BCERS is looking for an Vendor who will be taking a collaborative approach to resolving any scope issues that might arise during the project. BCERS is aiming to minimize the amount of change orders incurred as well as to avoid any unnecessary delays in the project and BCERS is committed to working with the Vendor to resolve any potential issues in a timely and collaborative manner. |  |
| 43 | Public Records - Notice Regarding the California Public Records Act and the Brown Act | The information submitted in response to this RFP will be subject to public disclosure pursuant to the California Public Records Act (California Government Code Section 7920.000 et seq., the “Act”). The Act provides generally that all records relating to a public agency's business are open to public inspection and copying unless specifically exempted under one of several exemptions set forth in the Act. If an Vendor believes any portion of its proposal is exempt from public disclosure or discussion under the Act, the Vendor must provide a full explanation and mark such portion “TRADE SECRETS”, “CONFIDENTIAL”, or “PROPRIETARY”, and make it readily separable from the balance of the response. Proposals marked “TRADE SECRETS”, “CONFIDENTIAL”, or “PROPRIETARY” in their entirety will not be honored, and BCERS will not deny public disclosure of all or any portion of proposals so marked.  By submitting a proposal with material marked “TRADE SECRETS”, “CONFIDENTIAL”, or “PROPRIETARY”, an Vendor represents it has a good faith belief that the material is exempt from disclosure under the Act; however, such designations will not necessarily be conclusive, and an Vendor may be required to justify in writing why such material should not be disclosed by BCERS under the Act. Fee and pricing proposals are not considered “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY”.  If BCERS receives a request pursuant to the Act for materials that an Vendor has marked “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY”, and if BCERS agrees that the material requested is not subject to disclosure under the Act, BCERS will either notify the Vendor so that it can seek a protective order at its own cost and expense. BCERS will not be held liable, however, for inadvertent disclosure of such materials, data, and information or for disclosure of such materials if deemed appropriate in BCERS’s sole discretion. BCERS retains the right to disclose all information provided by an Vendor.  If BCERS denies public disclosure of any materials designated as “TRADE SECRETS”, “CONFIDENTIAL”, or “PROPRIETARY”, the Vendor agrees to reimburse BCERS for, and to indemnify, defend and hold harmless BCERS, its Boards, officers, fiduciaries, employees, and agents from and against:  1. Any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including, without limitation, attorneys’ fees, expenses, and court costs of any nature whatsoever (collectively, “Claims”) arising from or relating to BCERS’s non-disclosure of any such designated portions of a proposal; and  2. Any and all Claims arising from or relating to BCERS’s public disclosure of any such designated portions of a proposal if BCERS determines disclosure is required by law, or if disclosure is ordered by a court of competent jurisdiction.  In addition to the foregoing, BCERS Board of Trustees and committee meetings, other than ad-hoc committee meetings, are subject to Maryland open meeting requirements. The Vendor’s proposal and/or contract (if the Vendor is selected) may be presented or discussed at a public meeting of the BCERS Board of Trustees. Among other things, which means that, regardless of whether Vendor marks portions of its proposal as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY,” that information may be discussed or presented at a meeting that is open to the public. |  |
| 44 | Right to Offset | BCERS shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by BCERS, or damages assessed by BCERS concerning the Contractor’s non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions. Such offset will be clearly communicated in writing prior to the payment with such offset included. Contractor shall have 10 business days to appeal any such determination by BCERS. |  |
| 45 | Standards and Practices | Technology Assets shall conform to the specifications set forth in the Statement of Work entered into between BCERS and Vendor. All work shall be executed by personnel skilled in their respective lines of work. |  |
| 46 | Suspension or Debarment | BCERS may, by written notice to the Contractor, immediately terminate this Contract if BCERS determines that the Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Vendor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify BCERS. |  |
| 47 | Termination for Convenience | BCERS reserves the right, in its sole and absolute discretion, to terminate the Contract, in whole or in part at any time, when in the best interests of the BCERS without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to BCERS. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to BCERS upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. |  |
| 48 | Termination for Default | In addition to the rights reserved in the contract, BCERS may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. BCERS shall provide written notice of the termination and the reasons for it to the Contractor.  The Vendor will have 30 days from notification of the existence of unsatisfactory deliverables or performance by BCERS to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the Agreement. Repeated incidences of unsatisfactory performance without timely cure will be considered a default under this provision |  |
| 49 | Warranty and Accuracy of Work | Vendor is responsible for the accuracy of the Services and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by BCERS will not relieve Vendor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.  Vendor warrants the hardware, software, application(s), or other technology assets provided to BCERS pursuant to this contract (collectively, the “Technology Assets”), for a period of six (6) months starting with the date of final acceptance (the “Warranty Period”), to be substantially free of any condition which would make the Technology Assets fail to perform in material accordance with the requirements set forth in this Agreement, including any “statement of work” or “scope of work document” (each such condition to be considered an “Error”). If BCERS reports to Vendor any errors in the system during the Warranty Period, then Vendor shall, at their expense, use reasonable commercial efforts to modify, replace, or otherwise remedy the faulty hardware, software, electrical component or other Technology Assets as quickly as reasonably practicable. Where possible, both parties shall attempt to resolve Errors through phone instruction, issuance of updated documentation, corrective code, or hardware replacement or modification. |  |

## Response Form: Vendor Standard Contracts / Agreements

In the table below, please lease list your relevant standard contracts and agreements below and please attach the respective document to your final RFP response. Please add or remove rows as needed.

|  |  |
| --- | --- |
| Vendor Response | |
| <agreement 1> | [Please list the file name of the attachment here] |
| <agreement 2> | [Please list the file name of the attachment here] |
| <agreement x> | [Please list the file name of the attachment here] |