

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



REQUEST FOR PROPOSAL NO. P-163

ACTUARIAL SERVICES, INVESTMENTS

Due Date: 7/12/16, Time: 3:00 PM

Pre-Bid Conference: 6/29/16, Time: 10:00 AM

AMBER BUTCHER, STAFF BUYER

PHONE: 410-887-3887

EMAIL: abutcher@baltimorecountymd.gov

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

BIDDER CHECK LIST

- Have you signed your bid?
- Have you signed the Procurement Affidavit?
- Have you filled out all applicable forms?
- Have you returned the original? (and required duplicate copies when required?)
- Have you signed and returned amendments?
- Have you included the bid bond, if required?

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-163
ACTUARIAL SERVICES, INVESTMENTS**

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BALTIMORE COUNTY, MARYLAND
General Instructions for Solicitations

1. Instructions, Forms and Specifications

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

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

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

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

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

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

1.7 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that the person

submitting the bid response is authorized to act for and bind the contractor.

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

1.9 Requests for Bids and Requests for Proposals should be accompanied by an electronic version (Compact Disc) of the bid proposal in PDF format. It shall be the bidder's responsibility to verify that the electronic version is complete. The electronic version of the non-successful proposal response will be the only version retained by Baltimore County. The Compact Disc must be labeled with the bid number, the bid title, and the bidder's name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.

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

2. Award of Solicitations

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

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

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

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

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

County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

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

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

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

3. Reservations

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

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

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

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

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

3.6 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject

matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

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

4. Delivery

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

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

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

5. Competition

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

5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

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

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

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

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

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

6. Terminations

6.1 Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the

Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default:

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

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

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

7. Hold Harmless – Indemnification

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

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

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

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

9. Authority

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

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

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

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

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

12. Terms of Contract

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

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

12.3 Any litigation arising out of or relating in any way to the contract or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to the contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

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

14. Counterparts: The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts,

each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

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

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

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County verifies the company's status with SDAT and may require the successful bidder to submit a Good Standing Certificate (also known as a "Certificate of Status") issued by the Maryland Department of Assessment and Taxation's ("SDAT") Charter Division, and the State of Organization.

17.2 For information on registering to do business in the State of Maryland call SDAT at (410) 767-1340 or email at charterhelp@dat.state.md.us. Sole Proprietors and General Partnerships should call (410) 767-4991. You may download the SDAT forms at <http://www.dat.state.md.us/sdatweb/sdatforms.html>

17.3 Baltimore County requires the successful bidder to be in "good standing" (also known as Certificate of Status) with the State in which it is organized, and in the State of Maryland, under certain circumstances. Baltimore County verifies the successful bidder's status with SDAT. Non-compliance to this section may result in a delay in contract award or rejection of a bid.

18. Eligibility of Candidates for Employment:

18.1 The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.

18.2 Baltimore County encourages employers to utilize the E-verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

19. Warranty:

19.1. Contractor warrants for one year from acceptance, or for such longer period otherwise expressly stated in the attached solicitation, all goods, services, and construction provided. This includes a warranty against any and all defects. The contractor must correct any and all defects in material and/or workmanship that may appear during the warranty period, even if discovered after the end of the warranty period, by repairing any such defect, (or replacing with new items or new materials, if necessary), at no cost to the County and to the County's satisfaction.

19.2. Should a manufacturer's or service provider's warranty exceed the requirements stated above, that warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

19.3. All warranties must be in effect from the date of acceptance by the County of the goods, services, or construction.

19.4. The contractor warrants that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

20. American Manufactured Goods Required for Public Works:

20.1 The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.

20.2 This section does not apply: (a) if Baltimore County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.

20.3 The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.

not, upon written request, be disclosed by the County under the Public Information Act, General Provisions Article, Title 4, of the Annotated Code of Maryland, as amended. The County may disclose such information if required by law, court order or subpoena.

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

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

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

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

21.4 *Additional Reservations for RFP's*

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

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

21.5 Confidentiality: Offerors must specifically identify any portions of their proposals deemed to contain confidential information, proprietary information or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not be conclusive, and offerors may be required to justify why such material should

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

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

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

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

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business was formed in the State of *(Insert State Name)*: _____

(2) The Business is a *(please select one)*:

- Corporation
- Partnership
- Limited Liability Company
- Limited Liability Partnership
- Sole Proprietor
- Other: _____

(If sole proprietor #3 below does not apply, continue to #4.)

(3) Is this business registered with the Maryland State Department of Assessments and Taxation (“SDAT”) in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?

Yes No

a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its annual reports, together with filing fees? Yes No

b. Registered Agent as shown in SDAT:

Name: _____

Address: _____

c. If not, is the business in good standing in the formed in State of origination? Yes No

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

Yes No

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I FURTHER AFFIRM THAT:

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

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

- (1) The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States.
- (2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of \$2 million or more under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:
 - a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
 - b. If the services under the contract are anticipated to be performed outside the United States;
 - c. Where the services will be performed; and
 - d. The reasons why it is necessary or advantageous to perform the services outside the United States.
- (3) Indicate below whether or not the Business has information to disclose. (**You must check one of these**)
 The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.

[] The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.

- i. The services will be performed in the following location: _____
- ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): _____

M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN

I FURTHER AFFIRM THAT:

At the time the bid/proposal is submitted, or if the contract is renewed, the Business:

- i. Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article ; or
- ii. Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

If the Business is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Business' investment activities in Iran.

N. ACKNOWLEDGMENT

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

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

Date: _____

By: _____

Name:
Title:
(Authorized Representative and Affiant)

**“PRIME” CONTRACTOR
MINORITY INFORMATION**

This form is **NOT** applicable to Sub-Contractor requirements, and should be completed by the **PRIME Contractor ONLY**.

A. AUTHORIZED REPRESENTATIVE

I am the [title] _____ of [business] _____ (the “Business”).

B. DEFINITIONS

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

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

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

C. INFORMATION REGARDING MINORITY STATUS

The Business is a certified MBE ___ or WBE ___

Maryland State Department of Transportation (MDOT) # _____

City of Baltimore # _____

Name Other Jurisdiction: _____ # _____

The Business is not a certified MBE/WBE, however, the ownership of the Business consists of _____% minorities and _____% women (for a total of _____%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent of ownership. Please select the ethnic group of the owner(s) regardless of MBE/WBE certification:

African American Hispanic American Caucasian
 Asian American Native American Other

_____ The Business anticipates utilizing subcontractors for _____% of the work of the contract requirements.

_____ The Business anticipates utilizing MBE/WBE subcontractors for _____% of the work of the contract requirements. (Complete attached MBE/WBE forms)

Date: _____

By: _____

Name:
Title:
(Authorized Representative)

SIDE 2

MBE / WBE Certification	
<p>Maryland Department of Transportation (MDOT)</p> <p>Certification #: _____</p> <p>Certification Date: _____ / _____ / _____</p> <p>Pending: _____</p>	<p>City of Baltimore</p> <p>Certification #: _____</p> <p>Certification Date: _____ / _____ / _____</p> <p>Pending: _____</p>

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

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

Ethnicity of Ownership (Check Only One)					
	A	Asian American		I	American Indian/Alaskan Native
	B	African American		N	Non-minority
	H	Hispanic American		O	Other Ethnic Group: _____

Incorporation
<p>Incorporation State: _____ OR Date Business Started _____ / _____ / _____</p>

Signature		
<p>I certify that the information shown on this registration is true and correct. I will advise the Purchasing Division immediately, in writing, of any change affecting this data.</p>		
Signature:	Title:	Date:



BALTIMORE COUNTY, MARYLAND
INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

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

Insurance Companies must be acceptable to Baltimore County and have an A.M. Best Rating of A-, Class X or better.

1.2 Verification of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

1.3 Baltimore County as Additional Insured:

The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include **Baltimore County, Maryland** as an additional insured.

1.4 Contractor's/Vendor's Responsibility:

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

1.5 Failure to Provide Insurance:

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

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

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

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

2.1.3 Minimum Coverages to be Included:

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

2.1.4 Damages not to be Excluded:

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

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

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

2.2.2 Minimum Coverages to be Included:

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

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:

Employers' Liability insurance with limits of at least:

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

2.4 Other

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

BID REPLY LABEL

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

REQUEST FOR PROPOSAL
P-163 7/12/16, 3:00 PM ACTUARIAL SERVICES, INVESTMENTS
TO: BALTIMORE COUNTY, MARYLAND PURCHASING DIVISION 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665

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

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

TECHNICAL PROPOSAL

PRICE PROPOSAL

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-163
ACTUARIAL SERVICES, INVESTMENTS**

GENERAL CONDITIONS

1. **SCOPE OF CONTRACT.** The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified actuary consultants of demonstrated professional competence and experience to perform actuarial consulting services primarily for the Self Insurance Program for Property and Casualty Claims (the "Program"). Additional consulting may be requested by the Director of Budget and Finance or his designee.
2. **BACKGROUND.** The Program is a divided into two separate entities: The General Government and the Community College of Baltimore County. The County began self-insuring its liabilities for workers' compensation, automobile liability and general liability as of July 1, 1977. Effective July 1, 1986, the Community College was added to the Program. The County utilized several third party administrators in the past, and also administered claims in-house for a number of years. Currently, claims are administered in-house under the Department of Human Resources. In this RFP, the term County refers to both General Government and the Community College. The funding and financial reporting of the Program is vested in the Director of Budget and Finance.
3. **DEMOGRAPHIC/ACTUARIAL INFORMATION.** As of June 30, 2015, the Program reported \$19.296 million in workers' compensation discounted reserves and \$6.034 million in automobile and general liability discounted reserves. The Program manages approximately 950 new workers' compensation claims per year for approximately 10,400 employees and liability claims for over 2,500 automobiles. The County contribution to the Program for FY 2016 is \$7.8 million for workers' compensation claims and \$3.3 million for liability claims.
4. **TERM OF AGREEMENT.**
 - 4.1 The term of the contract shall be for one (1) year. The County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. The County will automatically renew the contract on each option year unless notice is given to the Contractor that the contract is not renewed.
 - 4.2 If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the Baltimore County Purchasing Division at least ninety (90) days prior to the current terms expiration date.
 - 4.3 The Contractor must maintain the insurance coverages required by the County while the contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.
5. **RESPONSE REQUIREMENTS.** The offeror's bid response package, as a minimum, must include the following:
 - 5.1 First page, Proposal signature cover page which includes: the firm's name, home office address, address of the office providing the services under the contract, e-mail address and telephone number.
 - 5.2 General description of the firm, including size, number of employees, primary business (consulting, pension planning, insurance, etc.), other business or services, type of organization (franchise, corporation, partnership, etc.) and other descriptive material.
 - 5.3 Identification of the two supervising actuaries available for assignment on the engagement. Each person must meet or exceed the "Standards for Supervising Actuary" as provided elsewhere in

these specifications. Two actuaries are desired so that at least one is available for immediate response to our needs.

- 5.4 Identification of other personnel who shall be performing work under the contract.
- 5.5 Provide summary information regarding the professional and experience qualifications of supervising and support actuaries who shall perform work under the contract.
- 5.6 Statement of the availability and location of staff (including actuaries) and other required resources for performing all services and providing deliverables within indicated time frames. Statement as to whether or not the services outlined in these specifications can be performed using only your present staff.
- 5.7 Statement of the firm's ability to perform pricing analysis of proposed legislation, complete with actuarial certificate showing assumptions, pricing base, actuarial implications on total program, cost and alternative funding techniques. The Program will provide three weeks notice for these services but may, on special occasions, require the information with less than 24 hours notice.
- 5.8 List of public employee self-insurance programs for property and casualty claims for which the firm currently provides actuarial consulting services including Program name, approximate number of employees covered, reserves and any other relevant claims information as well as the number of years the firm has been retained. Please provide the address, telephone number, email, name and title of person(s) responsible for the administration of the Program.
- 5.9 A description of the offeror's understanding of the work to be performed.

6. STANDARDS FOR SUPERVISING ACTUARIES

- 6.1 Fellow or Associate of the Society of Actuaries and/or Fellow of the Casualty Actuarial Society in public practice and/or Member of the American Academy of Actuaries.
- 6.2 Experience as a supervising actuary, including consulting services, experience analysis and valuation assignments for major Programs, with specific reference to involvement with public Programs.
- 6.3 Experience in testifying before legislative and administrative bodies in support of actuarial positions and/or the principles used in valuing the Program or pricing legislation.
- 6.4 Ability to discuss in laymen's terms: actuarial theory; basis for assumptions; and other actuarial matters.

7. GENERAL RESPONSIBILITIES OF CONSULTING ACTUARY

- 7.1 The Program will furnish the Consulting Actuary with such data or statistical information as may be determined to be necessary for the performance of the work described herein and which is available in the records and files of the Program. The data will be provided electronically through the County's software program for claims administration.
- 7.2 The Consulting Actuary will be expected to treat all information as confidential.
- 7.3 The Consulting Actuary shall provide a means by which any change in its staff may be effected with a minimum of disruption to the services provided to the Program.
- 7.4 The Consulting Actuary shall channel all requests, reports and all other communication in connection with this contract through the Director of Budget and Finance or a designee.

- 7.5 The professional actuarial services for the Program shall be performed under the direct supervision of a member of the Consulting Actuary's firm who meets or exceeds the standards for supervising actuary. The Director reserves the right to reject the Consulting Actuary's choice of supervising actuary and may terminate the contract if the Consulting Actuary cannot make available a supervising actuary acceptable to the Director.
- 7.6 The Consulting Actuary shall document ideas and issues raised in discussions and meetings. All actuarial certificates on pricing, final reports, presentations of assumptions and similar technical documentation from the Consulting Actuary must be approved and signed by the supervising actuary.
- 7.7 The Consulting Actuary shall provide actuarial consultation and advisory services on any technical, policy, legal or administrative problems arising during the course of operations-by meetings and routine telephone calls and written correspondence.
- 7.8 The Consulting Actuary shall make recommendations to the Program from time to time relative to possible improvements in the funding and claim payment structure of the Program and to give effect to new developments in the industry. The Actuary shall keep the Director apprised of current trends and progress within the actuarial profession.
- 7.9 The Consulting Actuary shall keep the Program advised on developments in federal legislation and regulations regarding funding, claims, disclosure, etc.
- 7.10 The supervising and/or support actuary shall be readily accessible to the Director or a designee by telephone within one working day and will be available for meetings as requested.
- 7.11 The supervising and/or support actuary shall be available for periodic educational discussions with the Director and/or staff members.
- 7.12 The Consulting Actuary acknowledges that it is a "fiduciary" of the Program.

8. ESTIMATION SERVICES

- 8.1 Actuarial services shall be performed each year as of June 30th commencing with the estimated funding requirements to be prepared as of June 30, 2016.
- 8.1.1 Reports for these estimations shall be delivered to the Program by the Consulting Actuary no later than eight (8) weeks after the Program has delivered complete data for the valuation to the Consulting Actuary.
- 8.1.2 If an estimation analysis is performed that results in the adoption of any assumption that differs from those used for the prior fiscal year, the Consulting Actuary may be asked to produce results using both the old and new assumptions.
- 8.1.3 If analysis of the current data during the performance of the estimation services indicates any material variations from those assumptions, the Consulting Actuary shall be expected to discuss the variations in the report.
- 8.2 Actuarial reports shall include the following:
- An estimate, on a discounted and undiscounted basis, of the funding requirements at June 30 for outstanding claim liabilities, including the retained claims for workers' compensation, general liability, and automobile liability, to comply with the Government Accounting Standards Board Statement Number 10 ("GASB 10").
 - An estimate, on a discounted and undiscounted basis, of the funding requirements for new claims occurring during the next two prospective fiscal years.

- Project annual cash flow from the payout of the estimated liability over the lifetime of the liability.

The funding requirements are liabilities retained for losses and allocated loss adjustment expense ("ALAE"). Included in the estimate of outstanding claim liabilities are the following: case reserves for reported claims as established by the County, Incurred But Not Reported ("IBNR") reserves, credit for future investment income, and margins for adverse results.

8.3 Actuarial reports shall contain a glossary of terms and sufficient explanatory text to permit a reasonable understanding of the actuarial assumptions, cost methods and conclusions by competent actuaries and by persons knowledgeable in the public employee self insurance for property and casualty claims field. This shall include, but not be limited to, a summary of the program, description of actuarial assumptions and approaches.

9. **ADDITIONAL CONSULTING SERVICES.** Additional consulting services as required and requested by the Director of Budget and Finance or his designee may be furnished by the Consulting Actuary beyond and in addition to those listed previously. These services may include, but are not limited to, the following:

9.1 Changes in the structure of the Program resulting from a change in the policies to administer claims, the interest rate used or the inclusion or exclusion in the Program of any additional group.

9.2 Consultation and advice related to pricing proposed legislation, preparation of proposed changes to the governing laws and implementing proposed legislation.

10. **COMPENSATION.** The Director of Budget and Finance or his designee shall authorize payment for services rendered by the Consulting Actuary as follows:

10.1 The proposal shall include a base annual charge for the first year of services rendered.

10.2 The proposal shall include hourly rates of compensation for the additional consulting services required.

10.3 The rates of compensation may be revised at the commencement of each year of the contract to reflect inflation during the period. Such increase in compensation shall not exceed the lesser of the increase in the Consumer Price Index (CPI-U All Urban Consumers) or 5%.

11. **PRE-PROPOSAL CONFERENCE**

11.1 A pre-proposal conference is scheduled for Wednesday, June 29, 2016 at 10:00 a.m., in the Purchasing Division, 400 Washington Avenue, Room 148, Towson, MD.

11.2 Interested Contractors are asked to call the Buyer, Amber Butcher at 410-887-3887, no later than 12:00 Noon on June 27, 2016 to pre-register for the conference so appropriate meeting space is available. If no Contractors register, the pre-proposal conference may be cancelled without further notice to the Contractors.

12. **QUESTIONS AND INQUIRIES; ADDENDA**

12.1 Questions will be entertained at the conference. If it becomes necessary to revise any part of this RFP, addenda will be posted on the web site at www.baltimorecountymd.gov.

12.2 Offerors must acknowledge, in writing, receipt of all addenda in the text of their proposals. All official correspondence in regard to the specifications should be directed to and will be issued by the Purchasing Division. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.

12.3 **The deadline for written questions pertaining to this solicitation is Tuesday, July 5, 2016.**

- 13. SUBMITTAL PROCESS AND REQUIRED COPIES.** Each offeror shall submit **one original, clearly marked as such, and five (5) copies** of the complete proposal. The cost of preparing proposals is the responsibility of offerors. The County will not photocopy your proposal documents for the purpose of complying with this provision requiring a pre-determined number of duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal.
- 13.1 Proposals must be securely sealed and addressed to the Baltimore County Purchasing Division, 400 Washington Avenue, Room 148, Towson, Maryland 21204 using the label provided in the solicitation package. Copies of the label must be made for multiple packages.
- 13.2 Technical and price proposals are to be mailed together in one package, but the Technical and Price Proposals must be bound separately. There shall be no reference to the price of products and services in the Technical Proposal. Proposals may be either mailed or hand-delivered. If the proposal is sent by mail or commercial express service, the Offeror shall be responsible for actual delivery of the proposal to the proper County office before the deadline. All timely proposals become the property of the County.
- 13.3 Late proposals will not be considered. Proposals received after the deadline will be returned unopened.
- 13.4 Proposals should be prepared simply and economically, providing a straightforward, concise description of the offer, and all required information. They should be printed on recycled paper and duplexed if possible; staples, clips or rubber bands are preferred to ring binders, and unnecessarily elaborate brochures or other expensive visual presentations are neither necessary nor desired. Each page of the proposal should be consecutively numbered.
- 13.5 Each proposal shall be accompanied by an executed procurement affidavit which is provided by the Purchasing Division in the solicitation package.
- 14. EVALUATION OF OFFERS.** Awards will be made to the responsible Offeror whose proposal best meets the needs of the County as set forth herein.
- 14.1 Proposals will be evaluated based on the following criteria, listed in order of importance.
- 14.1.1 Organization, skills and proficiency in providing the required services outlined in this RFP. To include actuary consulting experience with government and comparable private sector self insurance funds.
- 14.1.2 Demonstrated experience and technical qualifications of the proposed team and proposed division of responsibility as well as demonstration of ability to provide all of the appropriate services along with resources, and availability of senior members of the team.
- 14.1.3 References.
- 14.1.4 MBE / WBE participation.
- 14.1.5 Degree of completeness of response to the RFP and degree to which the offeror followed instructions for submittal.
- 14.1.6 Cost.
- 14.2 Offerors are strongly encouraged to demonstrate their written communication skills and consulting approach by providing a brief preliminary assessment of the Program's current actuarial methodology and funding status.

- 14.3 After consideration of the factors set forth in this RFP, the committee will recommend award to the offeror whose proposal is most advantageous to the County.
- 14.4 This RFP will result in the submission of "proposals" (not "bids"), and the evaluation and award process will be based on both scored technical and price responses, not just price. Therefore, the County may enter into negotiations with offerors and invite "best and final offers" as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile or written communications, or any combination thereof, at the County's sole discretion.
- 14.5 Offerors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Offerors are advised to respond to this RFP fully and with forth-rightness at the time of proposal submission.
- 14.6 Nonacceptance of an individual offer may mean that one or more other proposals were more advantageous, or that all were rejected.

15. **ORAL PRESENTATION**. Offerors may be required to clarify their proposals by making individual presentations to the evaluation committee.

16. **INSURANCE**

- 16.1 The Contractor will be required to provide verification of insurance coverage in accordance with the attached requirements. The Contractor will have fifteen (15) calendar days from receipt of notice of intent to award in which to comply with this requirement, excluding County holidays and non-work days, if applicable.
- 16.2. The Insurer must maintain the insurance coverage required by the County while the contract is in force, including renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.
- 16.3. In the event the Contractor changes its insurance carrier, new verification of insurance coverage must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

17. **COUNTY HOLIDAYS**

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

18. **COMPLIANCE WITH FEDERAL AND STATE CONFIDENTIALITY LAW**

18.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all laws and regulations including, but not limited to, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320 *et seq.*, as the same may be amended from time to time and implementing regulations including, but not limited to, 45 CFR Parts 160 and 164, as the same may be amended from time to time, the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§4-301 *et seq.*, as the same may be amended from time to time, and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (February 17, 2009), as amended. This obligation includes but is not limited to:

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

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

18.2 The Contractor must execute a business associate agreement, when and if required by federal or state laws and/or regulations, as the same may be amended from time to time.

18.3 Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as, the same may be amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

19. **ESTIMATED CONTRACT VALUE.** The estimated value group for this contract is between: \$75,001 to \$100,000

20. **COOPERATIVE PURCHASE**

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

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

21. **ATTACHMENTS.** Attachments will be available at the pre-proposal conference or may be requested in writing or by email to abutcher@baltimorecountymd.gov.

21.1 Actuarial Valuation as of June 30, 2015.

21.2 Annual Financial Statement for the year ending June 30, 2015.

22. **"SAMPLE" FORM CONTRACT**

22.1 A sample of the County's form contract may be found on the Baltimore County website at <http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/currentsolicitations.html>. By the act of submitting a proposal, the Offeror expressly acknowledges that he/she/it accepts the terms and conditions as stated in the form contract unless exceptions are submitted in writing with the proposal.

22.2 The Offerors' acceptance of, or deviations from, the form contract terms and conditions are considered during the evaluation and subsequent award.

22.3 If the Offeror submits an exception, which alters the County's risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its' sole and absolute discretion to deem the Offeror non-responsive.

22.4 The County will accept no exceptions to the form contract at any time after submission of the proposal.

23. ELECTRONIC VERSION SUBMITTAL

23.1 In accordance with the General Instructions for Solicitations, #1.9, Instructions, Forms and Specifications, responses to Requests for Bids and Requests for Proposals shall be accompanied by an electronic version (CD) of the bid proposal in PDF format. The CD must be labeled with the bid number, the bid title, and the bidders' name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotations.

BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-163
ACTUARIAL SERVICES, INVESTMENTS
Due Date: 7/12/16, Time: 3:00 P.M.

PROPOSAL SIGNATURE COVER PAGE

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

COMPANY NAME: _____

ADDRESS: _____

_____ (City) (State) (Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

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

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

Initial to confirm that a complete electronic version of the bid proposal response is included in the bid package. _____

Is your firm in compliance with all applicable laws and regulations relating to the employment of illegal aliens? If YES, check here _____

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

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

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

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

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

BALTIMORE COUNTY, MARYLAND
 REQUEST FOR PROPOSAL NO. P-163
 ACTUARIAL SERVICES, INVESTMENTS
 Due Date: 7/12/16, Time: 3:00 P.M.

PRICE SHEET PAGE 1 OF 2		REQUEST FOR PROPOSAL			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	<p>COMMODITY CODE: 946-12 Actuarial analysis</p> <p>Services involving the use of computer valuation software and the analysis and communication of results such as, but not limited to, evaluation of fiscal impact of proposed benefit improvements or changes in actuarial assumptions, preparation of educational sessions, development of factor tables, and preparation of special funds valuation.</p>	1	Lot	\$ _____	\$ _____
2	<p>COMMODITY CODE: 946-12 Actuarial services, investments, for services outside the above scope.</p> <p>NOTE: Offeror must complete this bid sheet, however, offerors may also propose an alternative fee structure.</p> <p>The number of hours shown is an estimate only and for the purpose of bid evaluation. Baltimore County reserves the right to increase or decrease the number of hours that may be required during the said period.</p>	20	Hour	\$ _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____