



ESSEX REGIONAL RETIREMENT SYSTEM

REQUEST FOR PROPOSALS DATABASE SOFTWARE PROVIDER

PROPOSALS DUE: APRIL 20, 2012 @ 4:00 P.M.

ISSUE DATE: March 20, 2012

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BACKGROUND

The Essex Regional Retirement System (ERRS) is governed by a five member Board of Directors and is the pension system serving 19 municipalities, 6 regional schools, 17 housing authorities and 6 special districts throughout Essex County, Massachusetts. ERRS manages over \$250 million in assets and employs a staff of six people in its office located in Danvers, Massachusetts.

As of December 31, 2010, ERRS had 3,013 active participants, 914 inactive participants and 1,624 retired participants and beneficiaries within the retirement system. ERRS currently operates a website located at www.essexregional.com.

ERRS presently uses the RET-32 version of the TACS database system provided by Tyler Technologies, Inc. This software is provided under an agreement that was effective as of February 8, 2007. ERRS is looking to upgrade or replace the RET-32 software with newer, leading edge technology. Any proposed database software must be compliant with Massachusetts General Law (MGL) Chapter 32 and must meet generally accepted standards of the members of the Massachusetts Association of Contributory Retirement Systems (MACRS). Any proposed software must comply with all of the rules and regulations of the Massachusetts Public Employee Retirement Administration Commission (PERAC).

INSTRUCTIONS TO PROPOSERS

Designated Contact: Prior to receiving a copy of this Request for Proposals (hereinafter “RFP”), a Proposer must provide to ERRS’s designated contact the following information:

Name
Address
Phone Number
Fax Number
Email Address

The person listed above will be the designated contact for the Proposer. All correspondence from the ERRS will be to the designated contact of the Proposer. ERRS will endeavor to submit all responses via email. However, ERRS reserves the right to submit correspondence relative to this RFP in any manner it deems appropriate.

No person shall receive a copy of this RFP without first registering by providing a designated contact with the information required in this RFP. No proposal will be considered from any person who has not registered in the manner required by this RFP.

Receiving Copies of the RFP: In order to receive a copy of this RFP you must contact:

Katherine Carleton
Executive Assistant
Essex Regional Retirement System
491 Maple Street
Building 200 – Suite 202
Danvers, MA 01923
(978) 739-9151, x105
Email: director@essexregional.com

This RFP will be available at the ERRS offices located at 491 Maple Street, Building 200, Suite 202, Danvers, MA 01923. Regular ERRS business hours are: Monday to Friday, 8:30 a.m. to 4:30 p.m. The RFP may be picked up at the ERRS office at no charge. The RFP will be mailed upon request and upon receipt of a certified check or cash in the amount of \$25.00.

Copies may also be obtained via email by sending your request to Katherine@essexregional.com. Email is the preferred method of communication. When requesting a copy of the RFP, each potential Proposer should provide the name, address, phone, fax and email information for the person designated as the Proposer's authorized representative. All communications regarding this RFP will be directed to the authorized representative designated by each Proposer.

Correspondence and Questions: All correspondence and questions relating to this RFP will be submitted to the ERRS's designated contact at the following address:

Charles E. Kostro
Executive Director
Essex Regional Retirement System
491 Maple Street
Building 200 – Suite 202
Danvers, MA 01923
(978) 739-9151, x105
Email: director@essexregional.com

All questions or comments relative to this RFP shall be in writing and shall be directed to ERRS's designated contact described above. Any changes in the requirements of this RFP will be issued via addendum. All addendums will be sent via email to the addresses provided by the Proposers. ERRS reserves the right to send addendums by a method other than email.

Proposers must acknowledge in their submission that they have received any addendums issued pursuant to this RFP. All addendums will be numbered in the following format: Addendum 1, Addendum 2, etc. Proposers shall submit a statement which will acknowledge receipt of all addendums issued and which will list each addendum separately.

Proposers may call ERRS' designated contact and ask questions verbally. ERRS will respond to verbal questions but Proposers should be cautioned that only written responses will be considered binding on ERRS and only written responses by ERRS will be incorporated into this RFP by reference. ERRS is not liable for any verbal communication relative to this RFP.

Proposers should be aware that any response by ERRS to any written question or comment submitted by any Proposer will be answered by responding to all registered Proposers. All questions or comments on this RFP must be submitted to ERRS's designated contact on or before **4:00 p.m. on Friday, April 6, 2012**. No questions or comments will be accepted after this date and time.

Pre-Bid Conference: No pre-bid conference is planned as part of this procurement.

Proposal Format and Requirements: Responses to this RFP must be submitted on or before **4:00 p.m. eastern daylight savings time on Friday, April 20, 2012**. Any proposal not meeting this deadline will not be accepted or considered. All proposals must be submitted to:

Katherine Carleton
Executive Assistant
Essex Regional Retirement System
491 Maple Street
Building 200 – Suite 202
Danvers, MA 01923

Proposers shall submit five original copies and one electronic copy of their proposal. All proposals should be no more than twenty-five (25) pages in length, which includes the proposal and all supporting documentation, including brochures, resumes or any information provided as part of a response to this RFP. Any pages after the first twenty-five (25) pages of the proposal will not be considered and will be returned to the Proposer.

No amendments will be accepted after the closing date and time. Proposers mailing materials should allow adequate time to assure timely arrival.

All proposals must be complete in all respects. ERRS reserves the right to request additional information or clarifications to any proposal. ERRS may, in its sole discretion, determine that a proposal has failed to meet all of the criteria required by this RFP and

may disqualify that proposal, provided, however, that ERRS shall notify the respondent in writing prior to the issuance of any award under this RFP.

ERRS further reserves the right to waive any minor informality as defined in Massachusetts General Law Chapter 30B in any proposals received.¹ The determination as to whether or not to make an award as a result of this RFP shall be at the sole and absolute discretion of ERRS.

Proposers will be required to submit their proposals in two, sealed envelopes. One envelope must contain the Fee Proposal contained as Appendix A in this RFP. The Fee Proposal will be opened separately after the Selection Committee has reviewed the qualifications of all firms. The second envelope will contain the firm's qualifications and forms as required in this RFP.

Proposers must submit all required information, forms and attachments as specified in this RFP. This includes the following:

Cover Letter: The proposal must be accompanied by an original and four (4) copies of a cover letter, which will be considered an integral part of the proposal, and which shall be signed by at least one individual who is authorized to bind the firm contractually. This cover letter must include the title and position of the authorized representative of the firm and a statement that the proposal is a firm and irrevocable offer.

Representations and Warranties: The Proposal must contain a statement or statements indicating that the Proposer acknowledges the Representations and Warranties as required by this RFP.

Attachments and Certifications: All attachments and certifications contained in this RFP must be signed by an authorized officer of the firm and must be included in the proposal. This includes the Fee Proposal contained in the RFP as Appendix A and which must be submitted in a separate, sealed envelope. This also includes the Tax Certification Form (Appendix B) and the Certificate of Non-Collusion (Appendix C).

Public Records: All proposals will become the property of ERRS. Any and all materials provided in response to this RFP shall be deemed to be a public record and shall be subject to disclosure upon request, unless such materials or data are specifically or by necessary implication exempted from disclosure under Massachusetts General Law.

Incurring Fees: ERRS will not be liable for any fees incurred prior to entering into an agreement with the successful Proposer.

Award and Agreement: The successful Proposer will be required to enter into an agreement which shall incorporate and be subject to all of the requirements contained in

¹ Massachusetts General Law Chapter 30B, §2 states that minor informalities are "minor deviations, insignificant mistakes, and matters of form rather than substance of the [proposal] . . . which can be waived or corrected without prejudice to other offerors, potential offerors, or the governmental body."

this RFP. Proposer's submission of a proposal in response to this RFP shall constitute its acceptance of all terms and conditions. Any proposed agreement under this RFP will be limited to no more than three years with an exclusive ERRS option to extend the agreement for an additional two years. A draft of the proposed Agreement contemplated under this RFP is attached as Appendix D.

It is the responsibility of each Proposer to examine the terms and conditions of this RFP. Failure to do so shall be at the Proposer's own risk. ERRS will assume that the Proposer has made a full investigation so as to be fully informed to the extent and character of the requirements of this RFP. No warranty is made or implied as to the information contained in this document. ERRS does not warranty the accuracy of any information incorporated by reference.

Any proposal designated by the Selection Committee as the apparent winning proposal shall be subject to a vote of the Board of Directors and the execution of a written agreement. Failure to achieve a vote of the Board of Directors authorizing a written agreement pursuant to this RFP or the failure to agree on mutually acceptable terms of an agreement will void any designation by the Selection Committee of an apparent winning proposal. The Board of Directors shall have sole discretion in determining whether the parties are unable to reach an agreement on the mutually acceptable terms of a written agreement pursuant to this RFP.

Cancellation of the RFP: ERRS reserves the right to cancel this RFP, or to reject any and all proposals, or any portion of any proposal, received in response to this RFP, upon its determination that such cancellation or rejection is in the best interests of ERRS. Proposers acknowledge that ERRS shall not be liable for any fees incurred in the preparation of their proposal.

Proposed Time-Line: The current schedule for this procurement is as follows:

- March 20, 2012 – Issuance of the RFP
- April 6, 2012 – Deadline for Questions
- April 13, 2012 – Deadline for Responses to Questions
- April 20, 2012 – Deadline for Proposals (4:00 p.m.)
- April 25, 2012 – Completion of Initial Selection Committee Review of Proposals
- April 25, 2012 – Opening of Fee Proposals
- April 30, 2012 – Board of Directors Vote to Authorize Agreement
- June 1, 2012 – Deadline to Execute Agreement

Proposal Contents: Each proposal should contain information on the background and general experience of your firm, which includes but is not limited to the following:

1. A list of Massachusetts public employee retirement board clients presently using your database software;
2. Your firm's size, in terms of employees and number of offices;
3. The ownership and operational structure of your firm;
4. The number of years the firm has been providing database software and support services to Massachusetts public employee retirement boards;
5. A description of any personnel changes, including layoffs or new hires in the last two years;
6. The identity of the staff that will be assigned to this Agreement with their resumes or a complete description of their background, education and experience;
7. Provide the name, address, telephone number and years that you worked with at least three (3) other Massachusetts public employee retirement board client references that ERRS may contact;
8. Submit a work plan that demonstrates the time estimates and staffing requirements for performing the services contained in this RFP;
9. Describe the type and amount of assistance you will require from ERRS in order to perform the services contained in this RFP, particularly as it relates to the conversion from RET-32 to your software;
10. Any other information you feel is relevant to your qualifications to perform the services required by this RFP and which is not otherwise requested or required herein.

MINIMUM QUALIFICATIONS

A Proposer must meet the following minimum qualifications to be considered by the Selection Committee. Failure to meet the minimum required qualifications of this RFP will result in the rejection of a proposal.

The minimum qualifications necessary to be considered under this RFP are the following:

1. At least three (3) years of database software and support services to other Massachusetts public employee retirement boards;
2. As of January 1, 2012, the Proposer must be providing database software and support services to at least five (5) other Massachusetts public employee retirement board clients;
3. The Proposer must maintain workers compensation and liability coverage and that such coverage will be applicable to the Proposer's actions under this RFP and Agreement.
4. The Proposer will agree to perform a Criminal Offender Record Information (CORI) check on any employee assigned to perform services under the Agreement contemplated in this RFP.

SCOPE OF SERVICES

The Proposer will be expected to provide the following services to ERRS:

1. A comprehensive web or server based public employee retirement system database that is designed with leading edge technology, that includes all relevant best practices applications and support, and complies in all respects with the requirements of the MGL, Chapter 32 and the rules, regulations and recommendations of PERAC;
2. An experienced and accessible IT support staff that provides immediate and timely assistance to troubleshoot and repair and problems with the database and which provides regular and responsive assistance in the management of the database, including but not limited to the writing of standard and special reports;
3. Adequate back up and recovery capability that includes a full suite of disaster recovery tools, that regularly updates, backs up and addresses security vulnerabilities of the database or eliminates the need for such updates, back ups and security checks. Any system which eliminates the need of ERRS to rely on expensive servers and server upgrades is preferred.

4. Secure twenty-four hour remote access capability to address any database emergencies.
5. A system of security that is fully compliant with 201 CMR 17, the Massachusetts Data Security Regulation. A description of the security of your database and facility with any certifications you have received. A description, to the extent practicable, of the security measures that protect your database and facility and how it relates to protecting ERRS data.
6. A system that provides for tracking the usage by individual staff at ERRS, including but not limited individual passwords, automatic lockdown after invalid logon attempts, and automatic shut down after a specified period of inactivity. A data audit trail which provides a complete record of who made what changes and when to the each specific area of the database. A program that allows for the limitation of certain users or users group to access different areas of the database.
7. A full range of pension database services, including but not limited to, benefit calculations, retirement estimates, death and disability calculations and any other calculations necessary to provide immediate and accurate information to ERRS staff, Directors, members and retirees. Complete contribution processing services, including manual and automated deduction reporting capabilities. A full range of refund and buyback recording and calculation functions.
8. A full range of accounting functions, including warrant report writing capabilities, pension payroll processing, check writing capacity and a full range of financial and account report writing functions.
9. A full range of member record keeping capabilities, including all necessary functions to perform a full range of report writing and membership data tracking.
10. Ability to extract all data necessary to perform the required valuation report.
11. Provide superior support services, including a tracking system showing the time and date a call from ERRS is made and the time the Proposer has responded and resolved the issue. Proposers will provide quarterly and annual training services to keep ERRS staff up-to-date on the database and to assist in closing out each year. All training included in the proposal will be incorporated into the regular, annual fee. ERRS may request separate, individualized training but such training will be billed separately by the Proposer.
12. Proposer will provide a plan of transition that successfully launches the new database software at the earliest possible date.

AGREEMENT

The Board of Directors will enter into a three year agreement with a ERRS exclusive option to extend the agreement an additional two years. A copy of the proposed agreement is included as Attachment D to this RFP. Each Proposer shall be required to state under the Warranties contained in this RFP that it will agree to and execute a contract containing the provisions set forth in Attachment D except as specifically provided otherwise in the response.

FEE PROPOSAL

A fee proposal form is contained in this RFP as Appendix A. As the term of the Agreement shall be for three (3) years plus two annual renew option years, the Fee Proposal shall be guaranteed for a period of not less than five (5) years from the effective date of the Agreement. Proposers shall submit a fee schedule which shows the first year, implementation and conversion costs, followed by the annual maintenance fee for the remaining years of the Agreement, including the cost of the two years subject to the extension option of the Agreement.

If ERRS should request services not included in this RFP, a separate negotiated fee for such services will be agreed to by ERRS and the Proposer. All such additional fee and service agreements will be subject to the approval of the Board of Directors.

The method of payment is described in the Fee Proposal and will be incorporated into the Agreement. Once the consultant is selected, the fee may be negotiated further depending on the variance from the other Proposals. In no case will the negotiated fee be higher than the fee contained in the Proposal.

REPRESENTATIONS AND WARRANTIES

Each Proposer will acknowledge in their proposal the following:

1. That it maintains workers compensation and liability insurance providing a prudent amount of coverage and that such coverage will be applicable to the Proposer's actions under this RFP and Agreement;
2. That it will provide assurances to ERRS that a Criminal Offender Record Information (CORI) check has been completed on all employees that will be assigned to this Agreement, and that no employee poses a risk to any agent or employee of ERRS.

3. That it will agree to the provisions of the Agreement which are set forth in Attachment D of this RFP except as specifically noted in the Proposal, if applicable;
4. That it has completed all forms contained in this RFP as attachments and as required.

RULE FOR AWARD

The fee and non-fee proposals submitted in response to this RFP will be considered separately, opened separately and evaluated separately. A Selection Committee will evaluate the non-fee proposal prior to opening the fee proposal. Bids will not be opened publicly but rather will be considered by the Selection Committee privately. All information will be released publicly upon completion of the selection process.

All non-qualifying proposals not subject to the waiver/cure of minor informalities will be rejected at this time and the Proposer so notified.

The Selection Committee will consist of three ERRS staff members. No Proposer shall communicate directly with any member of the Selection Committee during the evaluation process.

If the Selection Committee requires clarification or additional information, the request will be communicated to the designated contact of the Proposer by the Executive Director. The Selection Committee reserves the right to interview one or more Proposers to seek clarification during the evaluation process.

The Selection Committee will review the non-fee proposals and provide ratings based on the criteria contained in this RFP. After this review is complete, the Selection Committee will assign each proposal a composite rating. Upon the completion of the composite rating by the Selection Committee, the Executive Director will open the fee proposals.

The Executive Director will select the most advantageous proposal based on the ratings and written evaluation of the Selection Committee and the cost proposals. The most advantageous proposal may not be the lowest cost proposal and it may not have the highest composite ranking. The selected proposal will be based on the Executive Director's evaluation of the costs and benefits associated with each proposal. The proposal selected will be that which provides the best combination of quality and price for the Essex Regional Retirement System.

The Executive Director will submit the selected proposal to the Board of Directors and will provide a report to the Board on the selection process. The Board of Directors reserves the right to interview any Proposer for any purpose during this evaluation process. Further, the Board of Directors reserves the right to seek clarification on any aspect of any proposal as part of their review. No agreement for services under this RFP

shall be executed until such agreement is authorized by the Board of Directors. The Board of Directors reserves the right to reject at its sole discretion any and all proposals received prior to or after receiving the evaluation of the Selection Committee and the recommendation of the Executive Director.

EVALUATION CRITERIA

In order to be considered a responsive Proposer, ERRS will review each proposal to determine if the Proposer agrees to meet all of the terms contained herein and all forms are properly completed. In order to be considered a responsible Proposer, ERRS will review each proposal to determine whether the Proposer has the capability, integrity and reliability to perform in accordance with the requirements of this RFP.

Each proposal will be rated in the following manner and on the following criteria.

1. Experience providing database software and support services to Massachusetts public employee retirement boards.

Highly Advantageous: The Proposer has twenty-five (25) or more MACRS community clients and has gained five (5) or more such clients in the last two years.

Advantageous: The Proposer has fifteen (15) or more MACRS community clients and has gained two (2) or more such clients in the last two years.

Not Advantageous: The Proposer has less than five (5) MACRS community clients and has lost two (2) or more such clients in the last two years.

2. Quality of database and support services.

Highly Advantageous: The Proposer has demonstrated in their proposal that they possess sufficient staff, resources and/or systems to provide ERRS with database and support services that are superior to those required in the Scope of Services section of this RFP.

Advantageous: The Proposer has demonstrated in their proposal that they possess sufficient staff, resources and/or systems to provide ERRS with database and support services that meet all of the requirements in the Scope of Services section of this RFP.

Not Advantageous: The Proposer has not adequately demonstrated in their proposal that they possess sufficient staff, resources and/or systems to provide ERRS with database and support services that meet the requirements in the Scope of Services section of this RFP.

3. Quality of the Proposal.

Highly Advantageous: The Proposer has submitted a proposal that is complete in all respects, follows the organization of the RFP and responds to all requirements. The Proposal is clear, concise and easy to understand.

Advantageous: The Proposer has submitted a proposal that is complete in all respects, generally follows the organization of the RFP and responds to all requirements.

Not Advantageous: The Proposer has submitted a proposal that is nearly complete in all respects, although it does not follow the organization of the RFP and responds to most of the requirements.

4. Back up and disaster recovery.

Highly Advantageous: The Proposer has an exceptional system of back up and disaster recovery capability that provides a full suite of recovery tools and has committed to respond to any emergency within the same business day that the emergency occurs.

Advantageous: The Proposer has an adequate system of back up and disaster recovery capability that provides appropriate recovery tools and has committed to respond to any emergency within twenty-four (24) hours from the time that the emergency occurs.

Not Advantageous: The Proposer has a limited system of back up and disaster recovery capability that provides some recovery tools and has not made any commitment to respond to an emergency within a specified time-frame.

5. Security.

Highly Advantageous: The Proposer has demonstrated a strong track record in improving the security of its clients database and has proposed procedures by which ERRS can improve and regularly monitor the security of its operations, server and database. The Proposer has demonstrated that they are fully compliant with 201 CMR 17 and has provided certifications as to the security of their database and operations that meet or exceed expectations.

Advantageous: The Proposer has not provided information regarding prior efforts to improve the security of their clients database but has proposed procedures by which ERRS can improve and regularly monitor the security of its operations, server and database. The Proposer has demonstrated that they are fully compliant with 201 CMR 17 and has provided information as to the security of their database and operations that meet or exceed expectations.

Not Advantageous: The Proposer has failed to adequately address this important requirement of the RFP.

6. Tracking the use of the database by ERRS staff.

Highly Advantageous: The Proposer's database provides for individual passwords for ERRS staff and a tracking and reporting system which shows when, what and by whom changes to the database were made.

Advantageous: The Proposer's database provides limited tracking and reporting which shows when, what and by whom changes to the database were made.

Not Advantageous: The Proposer's database does not provide tracking and reporting capability to show when, what and by whom changes to the database were made.

7. Pension database services.

Highly Advantageous: The Proposer has demonstrated that their database provides a full range of pension services which exceed the requirements contained in the Scope of Services section of this RFP, including all possible calculations typically desired by a Massachusetts public employee pension system, the database is capable of automated deduction reporting from units and the Proposer has committed to implementing such a system at ERRS, and a full range of buyback and refund reporting and calculation capabilities are provided.

Advantageous: The Proposer has demonstrated that their database provides a range of pension services that meet the requirements contained in the Scope of Services section of this RFP, including the standard calculations typically required by a Massachusetts public employee pension system, the database is capable of automated deduction reporting from units and the Proposer has committed to implementing such a system at ERRS, and standard buyback and refund reporting and calculation capabilities are provided.

Not Advantageous: The Proposer has not demonstrated that their database provides the pension services required in the Scope of Services section of this RFP.

8. Accounting database services.

Highly Advantageous: The Proposer has demonstrated that their database provides a full range of accounting services which exceed the requirements contained in the Scope of Services section of this RFP, including the ability to generate warrants, pension payroll, checks and required IRS tax reports, as well as special reports that may be requested by ERRS.

Advantageous: The Proposer has demonstrated that their database provides a limited range of accounting services which meet the requirements contained in the Scope of Services section of this RFP, including the ability to generate warrants, pension payroll, checks and required IRS tax reports.

Not Advantageous: The Proposer has not demonstrated that their database provides the accounting services required in the Scope of Services section of this RFP.

9. Other database services.

Highly Advantageous: The Proposer has demonstrated that their database provides a full range of pension services which exceed the requirements contained in the Scope of Services section of this RFP, including the ability to perform all record keeping necessary for membership tracking and reporting, as well as extracting the data required for the valuation study. The Proposer has also offered services not contemplated in this RFP but useful to the operations of ERRS.

Advantageous: The Proposer has demonstrated that their database provides a range of pension services which meet the requirements contained in the Scope of Services section of this RFP, including the ability to perform all record keeping necessary for membership tracking and reporting, as well as extracting the data required for the valuation study.

Not Advantageous: The Proposer has not demonstrated that their database provides the range of pension services required in the Scope of Services section of this RFP.

10. Launch date.

Highly Advantageous: Proposer has submitted a plan to launch the new database software shortly after the contract award, with a guaranteed capacity to transfer all data from the current software successfully and with little to no disruption in operations.

Advantageous: Proposer has submitted a plan to launch the new database software several months after the contract award, with some disruption in operations.

Not Advantageous: Proposer has not submitted an adequate transition plan.

11. Support services.

Highly Advantageous: The Proposer provides superior support services including swift response and compliant resolution capabilities, report tracking on compliant receipt and resolution times, and quarterly and annual training support that exceed the requirements contained in the Scope of Services section of this RFP.

Advantageous: The Proposer provides sufficient support services and quarterly and annual training support that meets the requirements contained in the Scope of Services section of this RFP.

Not Advantageous: The Proposer has not adequately addressed the requirements contained in the Scope of Services section of this RFP.

APPENDIX A

FEE PROPOSAL FORM

Proposers must complete all portions of this form. Proposers shall submit a fee schedule which shows the first year, implementation and conversion costs, followed by the annual maintenance fee for the remaining years of the Agreement, including the cost of the two years subject to the extension option of the Agreement. The total fees for all five years contemplated under this RFP will constitute the total cost of the proposal for the purposes of the Selection Committee's review.

1. Fee Proposal:

A. Year 1: \$ _____

B. Year 2: \$ _____

C. Year 3: \$ _____

D. Year 4: \$ _____ (Option Year)

E. Year 5: \$ _____ (Option Year)

Total Fee Proposal (Lines A through E): \$ _____

2. Fees will be paid annually at the start of the contract year. All payments will be made only upon receipt by the Board of a properly submitted and approved payment request and only after a vote of the Board approving said payment at a properly posted meeting held in accordance with the Open Meeting Law of the Commonwealth of Massachusetts. ERRS will attempt to pay all invoices within thirty (30) days of a properly submitted and documented request for payment.

APPENDIX B
CERTIFICATION
PURSUANT TO G.L c.62C, § 49A

Under the pains and penalties of perjury, I certify, as required by General Laws, Chapter 62C, Section 49A, that:

Name of Corporation, Partnership, or Sole Proprietorship

has compiled with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support. The successful Proposer also agrees to provide the ERRS at closing a certificate of good standing from the Massachusetts Department of Revenue.

Signature

Title (duly authorized)

APPENDIX D

AGREEMENT

This Agreement (“Agreement”), dated as of the day of XXXXXX 1, 2012 is made by and between the Essex Regional Retirement System (ERRS) and [Vendor], a [] corporation having its principal place of business [] ("Vendor").

WHEREAS, the Board of Directors (“Board”) of ERRS desires to obtain the services of a Massachusetts public employee pension system database provider; and;

WHEREAS, ERRS issued a Request for Proposals, Database Software Provider dated March 20, 2012 (“RFP”), a copy of which is incorporated herein by reference, to provide such pension system database services; and;

WHEREAS, the Vendor submitted a response to said RFP (“Proposal”), a copy of which is incorporated herein by reference; and;

WHEREAS, the parties desire to enter into an agreement for said pension database services under the terms thereof;

NOW THEREFORE, in consideration for the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Incorporated Documents:** The terms of the RFP and the Proposal are incorporated herein by reference. In the event that there is any conflict or inconsistency in any of the documents that make up this Agreement, the order of priority for interpretation shall be first, this Agreement; second, the RFP; and third, the Proposal.
- 2. Retention of the Vendor.** The Board hereby appoints and retains the Vendor to provide (a) the public employee pension database and support services set forth and described in the Scope of Services in the RFP; (b) such related services not otherwise defined as may be required to carry out the objectives set forth in said Scope of Services; and (c) its services in accordance with the requirements, duties and responsibilities set forth in the RFP as are not specifically inconsistent herewith. The Vendor hereby accepts said appointment and agrees to provide the said public employee pension database and support services in accordance with this Agreement and any supplementary directions of the Board or its designee.

3. **Term:**

The term of this Agreement ("Term") shall be three years beginning on XXXXX 1, 2012 and ending on XXXXX 31, 2015. ERRS shall have the sole option to renew this contract annually for no more than two years provided that the such option will be exercised upon a vote of the Board of Directors and that the notice of such vote extending this agreement shall be transmitted to the Vendor no less than fifteen (15) days before the completion of any term of this agreement.

4. **Termination.**

a. **Without Cause:** This Agreement may be terminated at any time without cause by either party upon at least one hundred and twenty (120) days written notice to the other, effective as of the date set forth in such notice.

b. **With Cause:** The Board may, by written notice of default to the Vendor, terminate this Agreement for cause in any one of the following circumstances:

(a) if the Vendor fails to perform the services in a timely and professional fashion; or;

(b) if the Vendor fails to fulfill any material term of this Agreement or so fails to make progress in the engagement as to endanger performance of this Agreement; and;

(c) in either of these instances does not cure such failure within a period of thirty (30) days after receipt of notice from the Board specifying such failure; provided however, that the Vendor shall not be in default if any such failure to perform or make progress arises out of causes beyond the control and without the fault or negligence of the Vendor. In the event of such termination, the Board may, but need not, procure, upon such terms and in such manner as it shall deem appropriate, services similar to those so terminated without prejudice to any other rights and remedies for default the Board may have. Vendor shall be liable to the Board for any excess costs for such similar services.

Any termination of this Agreement shall be without payment of any penalty by ERRS.

A pro rata determination of fees, if appropriate, will be made for any period in which this Agreement has been terminated.

In the event of termination, the Vendor shall not be relieved of any liability to ERRS for injury or damages sustained by ERRS by virtue of any breach of the Agreement by the Vendor. In the event of termination pursuant to this section, ERRS may withhold any payments to the Vendor for the purpose of set-off until such time as the exact amount of damages due to ERRS from the Vendor is determined.

5. **Fees and Expenses.** The Vendor will be entitled to receive from the Board as complete compensation for services rendered hereunder the fees set forth in Fee Proposal

hereto (“Fee Proposal”), and such fees will be paid by the Board at the times and in the manner specified in the Fee Proposal. The Fee Proposal may be modified by mutual agreement of the parties in writing. The Vendor will not be paid or reimbursed for any expenses except to the extent permitted by the Board in writing.

In no event shall the liability of ERRS in connection with this Agreement exceed the compensation provided for under this paragraph. In no event shall ERRS be liable to the Vendor for damages for loss resulting from causes beyond the reasonable control of ERRS, and in no event shall ERRS be liable for incidental, special or consequential damages, including loss of anticipated revenues or profits, whatever the cause.

6. Services Not Exclusive. The services of the Vendor and its personnel to be provided under this Agreement are not exclusive, and the Vendor may provide services to others and engage in other activities, but the Vendor will allocate such personnel and devote such efforts as are necessary for it to carry out its duties under this Agreement.

7. Status of Vendor. Vendor is engaged under this Agreement as an independent contractor and not as an agent or employee of ERRS.

8. Indemnification. Vendor agrees to defend, indemnify and hold harmless ERRS, the Board, and all of the officers, trustees, agents, and employees of the foregoing from and against any and all claims, demands, actions, including actions for personal injury or wrongful death, actions for property damage, and any other types of claims asserted by third persons alleging a violation of law or for any other cause, arising from or related to Vendor’s performance, its acts or operations; provided, however, that this obligation to defend, indemnify and hold harmless shall not apply to claims which the Vendor demonstrates were caused solely by the fault of ERRS. This paragraph shall survive any termination or expiration of this Agreement.

9. Persons Authorized to Act for the Vendor. The Vendor will from time to time certify to the Board the name of the person or persons authorized to act on its behalf. Any person so certified will be an authorized representative of the Vendor for purposes of this Agreement and his authority to act on behalf of the Vendor will continue until notice to the contrary is given by the Vendor and received by the Board.

10. Persons Authorized to Act for the Board. The Board has designated the Executive Director to act on its behalf in giving instructions, directions, notices or other communications to the Vendor. The authority of any such person to act on behalf of the Board will continue until notice to the contrary is given by the Board and received by the Vendor. All oral instructions shall be promptly conveyed in writing.

12. Authority. Each of the parties to this Agreement represents that it is duly authorized and empowered to execute, deliver and perform this Agreement, that such action does not materially conflict with or violate any provision of law, rule or regulation, contract, deed of trust, or other instrument to which it is a party or to which any of its property is subject, and that this Agreement is a valid and binding obligation, enforceable against

such party in accordance with its terms. The undersigned for each party represents that he/she is authorized to execute this Agreement on behalf of that party.

13. Communication. Any approvals, instructions, directions, notices or other communications (other than oral instructions described in Section 11) pursuant to this Agreement will be mailed or delivered:

a) to the Board at:

Charles E. Kostro
Executive Director
Essex Regional Retirement System
491 Maple Street, Building 200
Danvers, MA 01923

b) to the Vendor at:

Either party may change the address for notices or other communications to it by written notice to the other stating the new address. Notices from either party to the other will be effective when received by the addressee.

The Vendor shall promptly notify the Board in writing of: (1) any change in the Vendor's representations in this Agreement during the term of this Agreement; (2) any change in the senior management or material changes in ownership of the Vendor's organization; (3) any change in Vendor's senior staff assigned to the System; (4) any other material change in the Vendor's business activities or circumstances; (5) any action taken by the Vendor that is contrary to or inconsistent with this Agreement; and (6) the commencement by any governmental regulatory or law enforcement agency of any investigation, examination or other proceeding directly involving the Vendor, its owners, or employees, except such investigations, examinations or other proceedings as are routinely conducted in the ordinary course of the Vendor's business.

14. Assignment, etc. The Vendor shall not assign this Agreement without the prior written consent of the Board. The Vendor shall not subcontract or delegate any of the services provided for under this Agreement, in whole or in part, to any other person or entity without the prior written approval of the Board. No subcontract or delegation shall relieve or discharge the Vendor from any obligation or liability under this Agreement.

15. No Waiver. Any failure by ERRS to assert its rights for or upon any default of this Agreement shall not be deemed a waiver of such rights, nor shall any waiver be implied from the making of any payment hereunder.

16. Personal Liability Excluded. No member of the Board or employee of ERRS shall be charged personally or held contractually liable by or to the Vendor under any term or provision of this Agreement or because of any breach thereof or because of its execution or attempted execution.

17. Confidentiality Agreement: The Vendor acknowledges that the records of the Essex Regional Retirement System (ERRS) contain documents and other data which are considered under the law to be personal and confidential information which is exempt from public disclosure. Such data includes, but is not limited to, medical records, tax returns, domestic relations orders, residential addresses, telephone numbers, dates of birth, and social security numbers of members and beneficiaries of ERRS.

The Vendor acknowledges that as a vendor/consultant providing services to ERRS, the Vendor has a duty to hold and maintain the confidentiality of all personal and confidential information pertaining to the members and beneficiaries of ERRS; and that, further, the Vendor hereby agrees that it will hold and maintain the confidentiality of all personal and confidential information as confidential to those outside of ERRS.

The Vendor hereby agrees to indemnify and hold harmless the Essex Regional Retirement System, its Board of Directors, its agents, attorneys and assigns, from any and all liability whatsoever arising from any demand or claim, and from any action, or cause of action which may result directly or indirectly from the Vendor's release of personal and medical information and documents contained in the System's records and files.

18. Entire Agreement. This Agreement and the documents incorporated by reference as stated herein set forth the entire understanding between the parties as to the subject matter hereof and supersedes all prior or collateral agreements and representations. To the extent that there is any conflict between the Agreement and any provisions of any other document incorporated by reference, the Agreement shall prevail. This Agreement may not be amended or modified except by a writing signed by both parties and upon a vote of the Board of Directors of ERRS specifically authorizing the amendment or modification.

IN WITNESS WHEREOF, the Vendor and ERRS have executed this Agreement as of the date first above written.

Essex Regional Retirement System:

BY: _____
Executive Director

[VENDOR].

BY: _____
[name/title]