



## County of Allegheny

**DAN ONORATO**  
CHIEF EXECUTIVE

**DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PURCHASING AND SUPPLIES  
ROOM 206 COURTHOUSE  
PITTSBURGH PA 15219**

**REQUEST FOR PROPOSAL  
FOR**

**APPLICATION SOFTWARE SERVICES  
SPECIFICATION NO. 5752**

**There will be a Mandatory Bidders' Conference held at the offices of the Department of Human Services,  
One Smithfield Street, at 10:00 AM on Wednesday, March 22, 2006.**

**RFP DUE DATE: Wednesday, April 5, 2006, 4:00 P.M.**

**SUBMIT TO: Division of Purchasing and Supplies  
County of Allegheny  
436 Grant Street, Room 206  
Pittsburgh, PA 15219**

**Division of Purchasing and Supplies  
Frank Alessio III, CPPB, Purchasing Agent  
412-350-6918  
falessio@county.allegheny.pa.us**

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## **REQUEST FOR PROPOSAL**

**RFP NUMBER: 5752**

**TITLE: Application Software Services**

**DUE DATE: April 5, 2006**

**ADVERTISING DATE: March 10, 2006**

**DESCRIPTION: Proposal to provide professional services for application software development, operation and maintenance for the Department of Human Services (DHS), County of Allegheny**

**The undersigned hereby offers to furnish and deliver the articles or services as specified in strict accordance with the RFP and scope of proposal, all of which are made a part of this request. This offer is not subject to withdrawal without permission of the County of Allegheny Chief Purchasing Officer.**

**FULL LEGAL COMPANY NAME:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY, STATE AND ZIP CODE:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_

**FAX #:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

### **COMPANY INFORMATION**

(This information is for tracking purposes only and has no role in the determination of the lowest, responsive, responsible proposer.)

check here if your firm is registered with the Allegheny County Department of Minority, Women and Disadvantaged Business Enterprises

check here if your firm is a "Minority Business Enterprise" or "MBE" as defined in the Small Business Act, 15 USC

check here if your firm is a "Women Business Enterprise" or "WBE" as defined in the Small Business Act, 15 USC

check here if your firm is a "Small Business" as defined by the Small Business Administration (13 C.F.R. 121.201, in most cases, this means a business with 500 or fewer employees)

# Allegheny County Vendor Creation Form

Controller's use only:  
Supplier No. \_\_\_\_\_  
1099 Eligibility:  Yes  No

Add  Change Supplier No. \_\_\_\_\_

## Company Information

## Federal Tax ID (TIN)

Company Name (Please type or print) \_\_\_\_\_

W-9 must be submitted

### (Required Information)

#### Type of Service Provided

#### Type of Commodity Provided

(Please Describe)

- Independent Contractor
- Maintenance/Service Agreement
- Insurance
- Personal Reimbursement
- Other (Please list)

- Rent
- Care Giver
- Legal
- Medical

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### (Required Information)

#### Minority Owned

Yes  No

If Yes  MBE  DBE  WBE  Veteran-Owned

Certified By: \_\_\_\_\_ (Attach copy of Certification)

### Industry Classification by NAICS Code

Primary Industry \_\_\_\_\_

Secondary Industry (if applicable) \_\_\_\_\_

\*If code is not known go to <http://www.census.gov/epcd/naics/naics3dx.htm#N54> and select the correct code.

### Supplier Information (Search Type "P") – (Where PO should be sent to place order.)

(Please type or print)

Company Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Address Line 1 \_\_\_\_\_ Fax Number \_\_\_\_\_

Address Line 2 \_\_\_\_\_

Address Line 3 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip Code \_\_\_\_\_

**(Required Information)**

**Supplier/Remit To Information (Search Type "V")** - (Where check will be mailed for payment. Check **must** be made payable to exact name listed under TIN provided or check cannot be processed)

Supplier/Payee Name \_\_\_\_\_  
(Please type or print)

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

Address Line 3 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

\*If the "remit to" information provided on form does not match invoices submitted for payment, the Controller's Office **must** contact supplier to verify address information before payments are processed. Thank you for your cooperation.

If the department you do business within Allegheny County is know providing the information below will help in the processing of your payments. Failure to include the information may result in processing delays.

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<b>Allegheny County Departmental Contact</b>	<b>Supplier/Payee Contact Name</b>
Name _____	Name _____
Telephone No _____	Telephone No _____
Fax No _____	Fax No _____
E-Mail Address _____	E-Mail Address _____

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## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									

**OR**

<b>Employer identification number</b>									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



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## SECTION 1

### GENERAL INSTRUCTIONS TO RESPONDENTS

#### 1.1 INSTRUCTION TO RESPONDENTS

##### 1.1a General

The successful respondent will enter into a contract with the Allegheny County Department of Human Services (hereinafter “County” and/or “DHS”) for performance of the work as specified in this request for proposals and as may be further defined in the respondent’s qualifications. Any agreement with a successful respondent will be governed by the laws of Pennsylvania and the respondent shall comply with all laws including those regarding labor and equal opportunity employment. All disputes arising under this agreement shall be subject to arbitration. The preparation and submittal of the proposal shall be at the sole expense of the respondent.

##### 1.1b About This Document

This document is a Request for Proposal. It differs from an invitation to bid in that the County of Allegheny is seeking a solution, as described in the following General Requirements Section, not a bid quotation meeting firm specifications for lowest price. As such, the lowest price proposal will not guarantee an award recommendation. Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service of which quality, testing, references, experience in the field, availability or capability may be overriding factors. Price may not be determinative in the issuance of a contract award. The proposal evaluation criteria should be viewed as a standard that measures how well a respondent’s proposal meets the desired requirements and needs of the County of Allegheny. The criteria considered in evaluating the award are set forth in this document. The County of Allegheny will thoroughly review all proposals received. The County of Allegheny will utilize its best judgment when determining which respondents to schedule meetings with after receipt of proposals. The Request for Proposal process allows the County of Allegheny to “negotiate” with respondents prior to awarding a contract. A contract will be awarded to a qualified, responsive respondent submitting the best proposal(s). The County of Allegheny reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels, and budget constraints and the lowest possible negotiated price.

##### 1.1c Insurance

Respondent shall, at their cost and expense, maintain in effect the following insurance coverage at all times during the term of this Agreement, and prior to or contemporaneously with the execution of this Agreement, shall deliver to the DHS Director (or designee) Certificates of insurance issued by a company or companies authorized to do business in the Commonwealth of Pennsylvania evidencing such insurance coverage.

- a) Comprehensive General Liability Insurance, including either broad-form contractual liability insurance or specific contractual liability insurance covering this Agreement with a limit of not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate.
- b) Automobile Insurance covering owned and non-owned automobiles, with a combined limit of One Million Dollars (\$1,000,000) per occurrence.
- c) Workers’ Compensation Insurance as required by law in the Commonwealth of Pennsylvania.
- d) Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence.
- e) Surety Bond in the amount of 10% of the annual anticipated contract amount.

Each of the aforementioned certificates shall contain a certification that the policy cannot be cancelled or changed in any manner which may adversely affect the County without thirty (30) days prior written notice

to the DHS Director (or designee). In addition, Allegheny County, the County Executive, County Council, officers, agents and employees shall be named as additional insured with reference to the comprehensive general liability insurance.

## **1.2 PROPOSAL REQUIREMENTS**

### **1.2a Proposal Submission Schedule**

Proposals must be submitted to Allegheny County's Division of Purchasing and Supplies, Room 206 Court House no later than **4:00 PM** in the afternoon on Wednesday, April 5, 2006. Proposals submitted late will be returned unopened.

A mandatory Bidders' Conference will be held at the offices of the Department of Human Services, One Smithfield Street, at **10:00 AM** on Wednesday, March 22, 2006. All potential responders to this RFP are required to attend; responses from organizations who are not represented at the Bidders' Conference may be rejected.

### **1.2b Period of Contract**

The contract shall be for a period of three (3) years with the County having the option to renew for two (2) additional one (1) year periods. The Contract start date shall be July 1, 2006, or such other date as may be determined based on the outcomes of the proposal evaluation process.

### **1.2c Proposal Format**

The respondent's proposal shall include the scope of work with a detailed work plan that outlines the specific project approach and methods that will be used during the project.

The aim of a required proposal format is to simplify the evaluation process. It will ensure that all proposals have a similar review process. All proposals must include, in order, the following:

- (1) Cover Letter – Introduce the document's content and purpose as well as identify individuals responsible for your proposal. You may also wish to include specific highlights about your company.
- (2) Executive Summary – A brief summary describing the major facts of your qualifications.
- (3) Company Background – Provide pertinent information about your company including a comprehensive description of services offered.
- (4) Provide information, documents, matrices, etc. as necessary to give an accurate and complete depiction of the service to be delivered.
- (5) List of three references, including a contact person's name, organization, phone, fax, address, and email address.
- (6) Pricing Worksheet – Provide requested pricing information as indicated (and any additional information you determine to be relevant).

### **1.2d Evaluation of Proposals and Selection Criteria**

All proposals are subject to be evaluated by an evaluation committee made up of County representatives. The County uses the concept of "Best Value" in evaluating proposals. "Best Value" means the overall combination of quality, price and various elements of required services that in total are optimal relative to the County's needs.

To be eligible for selection, a proposal must be:

- a) Timely received from the supplier.
- b) Properly signed by the supplier
- c) Properly formatted.

Decisions regarding the selection of the successful respondent to the RFP will be made in the following manner:

1. The County will designate an appropriate team or committee for the review and evaluation of all proposals submitted in response to this RFP.
2. The County reserves the right to reject incomplete or inappropriate proposals.
3. The review committee will read each proposal, and may also interview respondents, contact references, and/or consult with appropriate expertise outside of the committee members as deemed necessary by each or all members of the committee.
4. The review committee or its representatives may conduct further discussions with respondents for the purpose of assuring full understanding of, and responsiveness of each RFP response.
5. The review Committee shall make a recommendation of respondents deemed to be qualified.
6. The County reserves the right to further negotiate with a single or limited number, of respondents.
7. The County reserves the right to reject any and all responses at its sole discretion.

The following criteria will be used to evaluate proposals. These criteria are not intended to be a comprehensive listing, nor does the listed criterion imply any order of importance in the selection process.

The proposal evaluation criteria shall include, but not be limited to, the following:

- ◆ Total cost (based on hourly rates and mix of skills).
- ◆ Knowledge and technical competence (including relevant experience with human services) especially of designated “Key Personnel”.
- ◆ Compliance with proposal instructions and requirements, including compliance with the letter as well as spirit of the Counties “Buy American Beliefs”.
- ◆ Demonstration of adequate variety and quantity of resources, and flexibility to fulfill the needs as expressed throughout this RFP.
- ◆ Stability and reliability of the company, as reflected in references.
- ◆ Any other relevant criteria as deemed appropriate by the County.

The County’s evaluation team or committee will establish an appropriate evaluation method, such as a matrix, to analyze the respondent’s qualifications. The County may, at its discretion, request additional information or clarification from respondents and/or conduct interviews with respondents as deemed necessary.

**1.2e Scope of Award**

The County may elect to divide the scope and to obtain portions of the work from multiple suppliers. Therefore, prospective suppliers are encouraged to offer on any portion(s) of the scope for which they would like to be considered.

**1.3 INQUIRIES**

Any inquiries pertaining to this proposal are to be directed to

John S. Detwiler; Administrator, Bureau of Information Systems  
 Allegheny County Department of Human Services  
 One Smithfield Street  
 Pittsburgh, PA 15222

- or -

[jdetwiler@dhs.county.allegheny.pa.us](mailto:jdetwiler@dhs.county.allegheny.pa.us)

**1.4 NUMBER OF RESPONSES**

Each respondent shall submit one (1) original and nine (9) photocopies of their proposal.

**1.5 RESPONSE SUBMISSION**

Each original response shall be completed, signed and submitted to Allegheny County's Division of Purchasing and Supplies. Copies needed for the responder's records are the responsibility of the respondent. The original response and the copies must be in a sealed envelope or packing box with both the RFP number and opening date plainly visible on the packing medium. Proposals must be received at the place, time and date specified. Respondents are responsible to assure each proposal is properly marked and timely delivered. The County assumes no financial obligations for preparation and submittal of proposals. Respondent shall be solely responsible for understanding the requirements as specified in this RFP.

**1.6 VIEW OF RESPONSES AND CONFIDENTIALITY**

Proposals shall be subject to viewing by respondents and the general public by appointment only. Appointments to be scheduled by contacting Frank Alessio, Purchasing and Supplies, at 412-350-6918. All pricing and documents submitted by respondents to the County shall be considered public documents and open and available for public viewing.

**1.7 CLARIFICATION**

The County reserves the right to request clarification of any proposal document before award.

**1.8 AWARD OF CONTRACT**

Contracts shall be awarded within ninety (90) days of the proposal opening unless an extension is agreed to, in writing, between the respondent and the County.

**1.9 ASSIGNMENT**

The respondent shall have no right or power to assign, delegate, or sub-contract any rights or duties pursuant to the contract without the prior written permission of the DHS Director (or designee). Any assignment or delegation so permitted shall be subject to all the terms, conditions and other provisions of this Agreement, and respondent shall remain liable to the County with respect to each and every term, condition and other provision hereof to the same extent that respondent would have been obligated if no assignment or delegation had been made. If the respondent intends to assign, delegate or sub-contract any rights or duties pursuant to the contract from the start of the contract period, this information must be revealed in the RFP response.

**1.10 UNIQUE PROPOSALS**

No respondent may submit more than one proposal, nor may he submit multiple proposals by or through the agency of any partner, employee or other person.

**1.11 ESTIMATED QUANTITIES**

Unless otherwise provided in the RFP, any references to quantities of samples or frequency of services to be provided to the County are estimates.

**1.12 DELIVERY POINT**

Unless otherwise specified in the Requirements, the goods and services to be delivered or provided shall be delivered to or provided at any place or places within Allegheny County, Pennsylvania which the County may designate.

**1.14 TAX EXEMPT**

The County is exempt from Federal excise taxes, transportation taxes and state sales taxes. Therefore, respondent should not include any such taxes in its calculations or in the prices quoted.

**1.15 PIGGYBACKING**

It is understood that the goods and services described in the RFP may be purchased by the County and any other municipal bodies as set forth in the RFP and respondent agrees to supply the goods and services to the municipal bodies on the same terms and conditions as if they were to be supplied to the County. To the extent that the municipal bodies purchase goods or services, then the municipal bodies, and not the County, shall be liable to the respondent.

**1.16 WORKER'S COMPENSATION ACT**

Respondent agrees, in any contract involving construction or doing any work involving construction or doing of any work involving the employment of labor, to accept the provisions of the Worker's Compensation Act and any reenactments, supplements or amendments thereto and shall insure his liability there under or file with County a certificate of exemption of insurance from the Department of Labor and Industry of the Commonwealth.

**1.17 MBE AND WBE CONSIDERATIONS**

The Allegheny County Minority/Women and Disadvantaged Business Program (MBE/WBE/DBE) has established in connection with this contract, the goals of (13%) of the original contract amount for the utilization of MBEs and (2%) of the original contract amount for the utilization of WBEs. These goals remain in effect throughout the life of the contract. When the County awards the contract with less participation than the contract goals, good faith efforts should continue throughout the life of the contract to increase the M/W/DBE participation to meet the contract goals. A copy of above program is attached (Attachment A) and will be considered part of the contract documents.

**1.18 CONTRACT TERMINATION**

The County retains the right to terminate this contract upon thirty (30) days written notice.

**1.19 INELIGIBLE SOURCE LIST**

In accordance with Section 3.7 of the Allegheny County Purchasing Manual, the Chief Purchasing Officer has established an Ineligible Source List. The following may be reasons to place a company on the Ineligible Source List:

- Any company who submits a proposal in bad faith,
- Any company who willfully or repeatedly breaches a contract with the County,
- Any company who refuses to accept an award, or
- Any supplier who has established a pattern or practice of unethical or immoral business practices.



**1.20 “BUY AMERICAN” POLICY**

As required in Section 911.03 C. of the County Administrative Code, for the purchase or procurement of materials, supplies, furnishings, equipment or other personal property and non-professional services, the guideline to govern the County’s "Buy American" policy is:

Purchases shall consist of raw materials mined or produced in the U.S., or manufactured items that are made in the U.S. from materials or items mined, produced or manufactured in the U.S.

Exceptions to the "Buy American" Policy are:

- If the items are not available in the U.S. in commercial quantities of good quality,
- If the cost of the domestic items is unreasonable, which shall be if the cost of the domestic items is greater than two percent more than the cost of comparable foreign items, unless for a particular purchase, two percent represents a nominal amount,
- If a purchase is worth a value of \$30,000 or less,
- If the Chief Purchasing Officer decides that it is in the County’s best interest to waive the "Buy American" policy.

**1.21 “RIGHT TO KNOW ACT”**

The successful respondent is required to comply with the Worker and Community Right to Know Act, 35P.S. S7301 et seq. In addition to any requirements of the Act, the respondent shall supply the Purchasing Department with a copy of the Material Safety Data sheet for each hazardous substance or hazardous mixture supplied.

**1.22 INDEMNIFICATION CLAUSE**

- 1.22a Respondent agrees to protect, defend, indemnify and hold harmless the County, its Chief Executive, Manager, Directors, Officers, agents, and employees from and against any and all liability, damages, claims, suits, liens and judgments of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or for damage to the property of any person or persons, caused by or arising out of any activity undertaken pursuant to any agreement resulting from this solicitation. Respondent further agrees to protect, defend, indemnify and hold harmless the County from and against any claims or liability for compensation under the Workmen's Compensation Act arising out of injuries sustained by any employees of respondent or of any licensees, contractors or sub-contractors of respondent. Respondent’s obligations to protect, defend, indemnify and hold harmless, as set forth in this Paragraph, shall include any and all attorneys' fees incurred by the County in enforcing and/or obtaining compliance with the provisions of this Paragraph.
- 1.22b Respondent shall give to County prompt and timely notice of any claims made or suits initiated which in any way directly or indirectly, contingently or otherwise, affect or might affect the County, and each party shall have the right to compromise and defend the same to the extent of its own interest.
- 1.22c The County also reserves the right to accept any proposals that are deemed to be in the best interest of the County.

## SECTION 2

### INTRODUCTION AND PURPOSE

#### 2.1 INTRODUCTION

Within this RFP, references to “respondent” shall mean the firm, company, organization or individual submitting proposals to provide services and products specified in this document. It is the intention of the County to select a qualified respondent that will produce and deliver quality products and services at a fair and reasonable cost.

County is soliciting “Proposals” and cost quotations for professional services for application software development, operation and maintenance for the Department of Human Services (**DHS**). The following sub-sections describe the environment in which the services will be rendered.

##### 2.1a. Background

The Department of Human Services (**DHS**) is responsible for providing and administering human services to county residents. DHS services include: Programs serving the elderly, mental health services (includes 24-hour crisis counseling); drug and alcohol services; child protective services; at-risk child development and education; hunger services; emergency shelters and housing for the homeless; energy assistance; non-emergency medical transportation; job training and placement for youth and adults; and services for individuals with mental retardation and developmental disabilities.

In support of its mission, DHS has developed application software programs which are used by County employees and third-party (Provider) agencies. These include (but are not limited to) the following:

- eCAPS (Electronic Consumer and Provider System)
- MPI (Master Provider Index)
- Data Warehouse
- CYF Mainframe
- eQuest

The successful respondent (“Contractor”) will be responsible for professional services for the operation and maintenance of these applications, and for development of related applications, as described below under “Scope of Work”.

##### 2.1b. Goals

DHS seeks to accomplish a number of technical and business goals during the time spanned by this contract (See §1.2b, above). The respondent should be prepared to describe how their proposed services will assist DHS in addressing these goals and challenges.

- (1) Improve the integration and integrity of information across multiple software applications.
- (2) Facilitate the continuing integration of DHS programs, to provide holistic service offerings to County residents.
- (3) Develop a “Technology Roadmap” to guide future application software investments.
- (4) Accommodate changes in technology products and platforms.

##### 2.1c. Existing Conditions

The respondent should be aware of the following conditions, and be prepared to describe how these conditions have been accommodated in their proposal.

- (1) Knowledge transfer: DHS is currently receiving services from professional service suppliers who may, or may not, elect to respond to this RFP. The successful respondent

- (2) will need to obtain technical data and know-how from these incumbent suppliers, not all of which is formally documented
- (3) Key individuals: Among the current employees of the incumbent professional suppliers, there are several “key individuals” with irreplaceable business knowledge about DHS systems, data and practices.
- (4) HIPAA: By regulation and by policy, much of DHS’s business data is deemed to be Protected Health Information (**PHI**), as described in HIPAA rules. The successful responder will be required to conform to DHS policies with respect to the security of PHI, and to incorporate data security protection into application software design and implementation.
- (5) Technology: The existing DHS application software includes the following technologies. The responder must demonstrate sufficient skills with these products and platforms:
  - a. Microsoft “.Net” architecture – for all future development.
  - b. Microsoft “VB/ASP” – for existing eCAPS, eQuest, and related applications.
  - c. Oracle databases – for existing applications and future development.
  - d. Microsoft “Access” databases – for existing applications and future development.
  - e. Cincom “MANTIS” – for support of the CYF mainframe application.

## 2.2 PURPOSE

The purpose of this RFP is to receive proposals for professional services for application software development, operation and maintenance. The County intends to enter into a time-and-materials type contract, under which the successful respondent (“Contractor”) will perform professional services as “work made for hire.” The County will retain title to all intellectual property including, but not limited to, unlimited rights of reuse without payment of further license fees to Contractor.

## 2.3 SCOPE OF WORK

### 2.3a. Objectives

Table 1 lists the current “Objectives” for application software services. The respondent must bear in mind that the Objectives are subject to change during the term of the contract. In Table 1, the “Level of Effort” indicates the approximate recent resource allocation, in Full Time Equivalent persons (**FTEs**), to each Work Item in Fiscal Year 2005-06, for the type of services being requested under this RFP. These staffing levels are not guaranteed of support for the term of the contract.

Table 1. Scope of Work (Objectives)

Work Item #	Type of Work	Description	Approximate Level of Effort (FY 2005-06)	Skills/Tools/Technologies
1	Operation & Maintenance	Data Warehouse <ul style="list-style-type: none"> <li>▪ Extract, Transform, Load (ETL) for monthly refresh from source systems</li> <li>▪ Rebuild standard “cubes”</li> <li>▪ Develop new “standard reports” as needed</li> <li>▪ Develop and run <i>ad hoc</i> reports as needed</li> </ul>	2 FTE	<ul style="list-style-type: none"> <li>▪ Oracle™ database</li> <li>▪ Cognos ReportNet™</li> <li>▪ Text-file extracts from source systems</li> </ul>
2	Development	Data Warehouse <ul style="list-style-type: none"> <li>▪ Design ETL processes for new source systems</li> <li>▪ Develop new “cubes” as needed</li> <li>▪ Re-design Data Warehouse (DW) technology and processes and re-implement, if justified by potential cost savings or functional improvements</li> </ul>	1 FTE	<ul style="list-style-type: none"> <li>▪ Business analysis</li> <li>▪ Oracle™ database (unless re-implementation on another product is justified)</li> <li>▪ Cognos ReportNet™ (unless re-implementation on another product is justified)</li> <li>▪ Text-file extracts from source systems</li> </ul>
3	Operation & Maintenance	<i>eCAPS/MPI</i> <sup>i</sup> <ul style="list-style-type: none"> <li>▪ Perform “data alteration requests” as needed</li> <li>▪ Generate and distribute standard reports</li> </ul>	1 FTE	Toad™ Cognos <i>ReportNet</i>
4	Development	<i>eCAPS/MPI</i> <ul style="list-style-type: none"> <li>▪ Convert existing application from “VB-ASP” to “.Net” architecture.</li> <li>▪ Add new modules as needed. <ul style="list-style-type: none"> <li>○ “CYFER” application for CYF</li> <li>○ For reference: other recent new modules include: <i>HMIS</i><sup>ii</sup>, <i>CCF</i></li> </ul> </li> <li>▪ Update business logic when/as required by business process changes (e.g., authorizations for services)</li> <li>▪ Develop interfaces to external systems (e.g., <i>HCSIS</i><sup>iii</sup>)</li> </ul>	5 FTE	Business analysis  Agile Modeling and Agile Development  Microsoft .Net Visual Basic Oracle

Work Item #	Type of Work	Description	Approximate Level of Effort (FY 2005-06)	Skills/Tools/Technologies
5	Development and Operation & Maintenance	Database Administration ( <b>DBA</b> ). Provide DBA leadership and support for all Department of Human Services applications: <ul style="list-style-type: none"> <li>▪ Maintain schemas and documentation for all database-related applications</li> <li>▪ Participate in design of all new applications and planning for major maintenance</li> <li>▪ Responsible for integrity of database backup and recovery processes, storage management, and database product upgrades</li> </ul>	1 FTE	Oracle database (releases <b>8i</b> and <b>10g</b> )
6	Operation & Maintenance	Other in-house, web-based applications: <ul style="list-style-type: none"> <li>▪ <i>"Policy", "Holiday Project"</i></li> <li>▪ <i>DialTrac, Action Tracker</i></li> <li>▪ <i>eQuest</i></li> </ul>	1 FTE	Oracle Visual Basic HTML
7	Operation & Maintenance	Other 3 <sup>rd</sup> -party, work-for-hire applications: <ul style="list-style-type: none"> <li>▪ <i>MATP<sup>v</sup></i></li> <li>▪ <i>LIHEAP<sup>v</sup></i></li> </ul>	0.25 FTE	Microsoft SharePoint portal Microsoft "Great Plains" application software
8	Operation & Maintenance	"Provider Help Desk" <ul style="list-style-type: none"> <li>▪ Prepare and deliver training for Provider agencies on use of eCAPS and MPI</li> <li>▪ Respond to Provider questions and data-alteration requests</li> </ul>	3 FTE	eCAPS/MPI features/functions and business processes
9	Operation & Maintenance	CYF Fiscal and back-office support: <ul style="list-style-type: none"> <li>▪ Periodic reports and extracts (e.g., Foster Care Payroll, AFCARS, etc.)</li> <li>▪ <i>Ad hoc</i> reports for CYF management</li> <li>▪ Mainframe data-quality and data maintenance</li> </ul>	3 FTE	MANTIS™ (Cincom) CONNX™ Microsoft Access™ DHS and CYF business processes and reimbursement policies
10	Operation & Maintenance	End-user support for Area Agency on Aging <ul style="list-style-type: none"> <li>▪ <i>AgingNetwork.com<sup>vi</sup></i> (first-level user support and vendor coordination)</li> <li>▪ <i>Ad hoc</i> data extracts and reports</li> <li>▪ Software updates and configuration management (Omnia and Ombudsmanager)</li> </ul>	2 FTE	Crystal™ Reports Microsoft Access SAMS™, Omnia™ and Ombudsmanager™

Work Item #	Type of Work	Description	Approximate Level of Effort (FY 2005-06)	Skills/Tools/Technologies
11	Operation & Maintenance	Ad hoc reporting and analysis. Respond to line-of-business ("Program Office") requests for management support, including: custom charts and maps, decision-driven data collection and interpretation, research proposals and experimental design.	1-2 FTE	Cognos <i>ReportNet</i> ESRI and <i>ArcIMS</i> geographic information systems

<sup>i</sup> eCAPS = Electronic Client and Provider System; MPI = Master Provider Index

<sup>ii</sup> HMIS = Homelessness Management Information System

<sup>iii</sup> HCSIS = Home and Community Services Information System (Pennsylvania Dept. of Public Welfare)

<sup>iv</sup> MATP = Medical Assistance Transportation Program

<sup>v</sup> LIHEAP = Low-Income Heating and Energy Assistance Program

<sup>vi</sup> *AgeingNetwork.com* is a third-party, remotely-hosted application, including SAMS, Omnia and Ombudsmanager, from Synergy Software.



**2.3b. Skills and Qualifications**

In order to accomplish Objectives such as those described above, the respondent must demonstrate the ability to deliver the following skills and qualifications.

Job Class	Responsibilities	Typical Qualifications
System Architect	<ul style="list-style-type: none"> <li>▪ Develop “Technology Road Map” and strategy</li> <li>▪ Lead high-level design of new applications and of major upgrades</li> <li>▪ Supervise application development direction</li> </ul>	<ul style="list-style-type: none"> <li>▪ 3-5 year experience as technical lead for application development</li> <li>▪ Technology vendor (e.g., Microsoft) certifications</li> </ul>
Program Manager	<ul style="list-style-type: none"> <li>▪ Supervise implementation and maintenance developers</li> <li>▪ Create and maintain budgets, schedules, and staffing plans</li> <li>▪ Meet deadlines and cost goals</li> <li>▪ Contribute to business analysis and management presentations</li> </ul>	<ul style="list-style-type: none"> <li>▪ 5 year experience with application development</li> <li>▪ PMI or equivalent certifications</li> </ul>
Database Administrator	<ul style="list-style-type: none"> <li>▪ Design and document DHS information architecture</li> <li>▪ Coordinate and lead database implementation for all DHS applications</li> <li>▪ Supervise backup and recovery processes and data integrity</li> </ul>	<ul style="list-style-type: none"> <li>▪ 3-5 year experience with relational database development and support</li> <li>▪ Technology vendor (e.g., Oracle and/or SQL Server) certifications</li> </ul>
Business Analyst	<ul style="list-style-type: none"> <li>▪ Facilitate “requirements” and design sessions with business users and management</li> <li>▪ Document functional design</li> <li>▪ Lead functional testing and document test results</li> <li>▪ Lead user training sessions and develop training materials</li> </ul>	<ul style="list-style-type: none"> <li>▪ 3 year experience with interactive software development</li> <li>▪ “Domain knowledge” of human services</li> <li>▪ Outstanding conceptual and communications skills</li> </ul>
Application Developer	<ul style="list-style-type: none"> <li>▪ Unit design, code and test</li> <li>▪ Develop test cases</li> <li>▪ Document and maintain code management and “build” processes</li> </ul>	<ul style="list-style-type: none"> <li>▪ Relevant programming languages and “integrated development environment” experience</li> <li>▪ Technology vendor (e.g., Microsoft) certifications</li> </ul>

<p>Application Maintenance Analyst/Programmer</p>	<ul style="list-style-type: none"> <li>▪ Develop, document, and perform manual, semi-automatic, and automatic “job” processes for data extraction and manipulation</li> <li>▪ Coordinate routine business processes and reporting tasks</li> <li>▪ Identify and resolve operational and data integrity issues regarding mainframe-based financial information</li> </ul>	<ul style="list-style-type: none"> <li>▪ Thorough familiarity and experience with mainframe (CICS) production environment</li> <li>▪ “Domain knowledge” of human services and finance</li> </ul>
<p>Help Desk Consultant</p>	<ul style="list-style-type: none"> <li>▪ Respond to questions and “bug reports” from application users</li> <li>▪ Conduct training sessions for DHS and third-party (Provider) employees</li> </ul>	<ul style="list-style-type: none"> <li>▪ “Customer service” orientation</li> <li>▪ Excellent communications and presentation skills</li> </ul>
<p>Data Analyst</p>	<ul style="list-style-type: none"> <li>▪ Respond to <i>ad hoc</i> management-driven requests for reports and conclusions</li> <li>▪ Develop, document, and perform periodic (e.g., monthly, quarterly) reports and fiscal data-manipulations</li> <li>▪ Ensure quality and accuracy of internal and external reports and statistics</li> </ul>	<ul style="list-style-type: none"> <li>▪ Technology vendor (e.g., Cognos <i>ReportNet</i>) training and experience</li> <li>▪ Excellent quantitative and analytical skills</li> <li>▪ Statistics and accounting principles</li> <li>▪ “Domain knowledge” of human services and finance</li> </ul>

**2.3c. Payment**

The County will pay on time-and-materials basis, upon submittal of invoices and signed timesheets. Respondent may propose either (1) separate rates by Job Class, or (2) blended rate for a typical mix of job classes.

## SECTION 3

### GENERAL REQUIREMENTS

Respondents must meet the following mandatory minimum requirements to be considered. Qualifications, certifications, and references will be verified for accuracy.

The County reserves the right to reject a proposal if the respondent's credentials or if any part of proposal submission document are deemed to be incomplete, fraudulent, unacceptable, or inadequate to meet the County's support requirements.

#### 3.1 REFERENCES

- 3.1a. Any and all references provided in response to this RFP cannot include respondent, respondent's subsidiaries or County of Allegheny.
- 3.1b. References will be judged by the customer's perception of a series of requirements that include, but are not limited to, the respondent's ability to:
  - 1. develop and maintain robust and reliable application software;
  - 2. meet budget and schedule commitments;
  - 3. provide courteous and effective support to non-technical management and end-users;
  - 4. articulate and follow an effective technology strategy for software development and evolution;
  - 5. respond to changes in program goals, priorities, and funding.
- 3.1c. The County reserves the right to reject a proposal if the respondent's references are judged to be incomplete, fraudulent, or unacceptable.
- 3.1d. Respondent must provide a list of three (3) customer references for requirement(s) set and described above; references will be verified. References should be organizations currently utilizing similar technologies and having operations similar to County/DHS.

#### 3.2 KEY PERSONNEL

- 3.2a. Respondent shall provide name(s) and resume(s) of one or more specific individuals proposed for each of the following positions (see "Job Classes", above):
  - Program Manager
  - System Architect
- 3.2b. If successful, the respondent (then "Contractor") shall supply the services of the individual(s) named in their proposal; if the named individual is unavailable, the County may elect to re-award the contract to a different supplier.

## SECTION 4

### PRICING WORKSHEET

#### 4.1 Pricing:

(1) Provide hourly rates for each Job Class (above), under the following division of responsibilities.

a. Work by responder (“Contractor”)

- Select, supervise, and evaluate all staff working under this contract; perform all employee performance reviews; obtain and conduct (at no cost to County) all technical training for its staff
- Allocate tasks, coordinate efforts, and maintain quality of all work performed under the contract
- Deliver finished application code and final documentation to County, ready-to-use
- Lead regular management review meetings with County, to report on progress and maintain clarity of business goals, priorities, and budgets.

b. Work by County

- Define business goals, priorities, and budgets
- Coordinate all “requirements” and “end-user” development sessions
- Coordinate all end-user testing, training, and application roll-out
- Approve final deliverables and major work products (application software and documentation)
- Provide operational environment (network, servers, etc.) for final deployment of delivered application software
- Provide office space, utilities, computers and office equipment, software development environment, network access (email, etc.) for all staff
- Participate in oversight (e.g., quality assurance) of technical effort
- Attend regular management review meetings with Contractor’s Program Manager and lead technical staff

(2) Contractor’s staff shall in no sense be considered as employees of County. Contractor explicitly retains and acknowledges all responsibility for selection, supervision, and evaluation of its staff.

#### 4.2 Billable hours:

Contractor will invoice in units of hours, to a maximum of 8 hours per full working day. No billable hours will be paid in excess of 8 hours per day, unless specifically requested and approved in advance by DHS, in case of DHS’s “business necessity” to meet otherwise unachievable deadlines.

## Attachment A

### MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION AFFIRMATIVE ACTION REQUIREMENTS

#### **MBE (Minority Business Enterprise) and WBE (Women Business Enterprise) Goals**

The County has established in connection with this contract, the specified goals in the Bid Form for the utilization of MBEs and WBEs. These goals remain in effect throughout the life of the contract.

#### **Policy**

It is the policy of the County that Minority and Women Business Enterprises as defined in this Document and Allegheny County MBE Participation Plan shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with County funds under this contract.

#### **MBE and WBE Obligation**

Take necessary and reasonable steps to ensure that MBEs and WBEs have the maximum opportunity to compete for and perform contracts. Do not discriminate on the basis of race, color, national origin, or sex in the award and performance of County contracts.

#### **Failure to Comply With MBE and WBE Requirements**

Failure to carry out these requirements constitutes a breach of contract that may result in termination of the contract, being barred from bidding on County contracts for up to three (3) years or such other remedy as the County deems appropriate. Failure to comply with MBE and WBE requirements will include but not be limited to failure to submit the Schedule of MBE and WBE Participation within the time requirements of these provisions for submission of required documents or failure to exert a reasonable good faith effort (as determined by the County for good faith efforts) to meet the established goals or failure to realize the MBE and WBE participation set forth in the approved Schedule of MBE and WBE Participation or failure to submit the Schedule of MBE and WBE in every subcontract, so that such provisions will be binding upon each subcontractor, supplier, or service agency.

#### **Subcontracts**

Include the provisions of above paragraphs in every subcontract, so that such provisions will be binding upon each subcontractor, supplier, or service agency.

#### **Definitions**

As used in this Document, the terms "Minority Business Enterprise," "Women Business Enterprise," "Minority," and "Owned and Controlled" are defined below:

**"Minority Business Enterprise" or "MBE"** means a small business concern as defined in Small Business Act, 15 USC as amended:

Which is at least 51 percent owned by the one or more minority individuals, or, in the case of any corporation at least 51 percent of the stock of which is owned by one or more minority individuals and:

Whose management and daily business operations are controlled by one or more of the minority individuals who own it.

**"Women Business Enterprise" or "WBE"** means a small business concern as defined in Small Business Act, 15 USC as amended:

Which is at least 51 percent owned by the one or more female individuals, or, in case of any corporation at least 51 percent of the stock of which is owned by one or more female individuals; and

Whose management and daily business operations are controlled by one or more of the female individuals who own it.

**Minority** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other disadvantaged or individuals found to be disadvantaged by Small Business Administration pursuant to Section 8(a) of the Small Business Act as amended. For convenience, these individuals and groups are referred to as "disadvantaged." The County may make a rebuttable presumption that individuals in the following groups are minorities and socially and

economically disadvantaged (use the certification appeals mechanism of 49 CFR, Part 26 as amended with respect to individuals alleged not to be minorities and socially and economically disadvantaged):

“Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;

“Hispanic Americans,” includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;

“Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

“Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas.

“Asian-Indian Americans,” which includes persons whose origins are from India, Pakistan and Bangladesh.

**"Owned and Controlled"** means a business:

Which is at least 51 percent owned by one or more minority or female persons, in case of a corporation, at least 51 percent of the stock of which is owned by one or more minority or female persons; and

Whose management and daily business operation are controlled by one of more such individuals.

#### **Counting MBE and WBE Participation Towards MBE and WBE Goals**

The utilization of MBEs and WBEs is in addition to other equal opportunity requirements of the contract. Count MBE and WBE participation toward meeting MBE and WBE goals as follows:

If a firm is determined to be an eligible MBE or WBE, the total dollar value of the contract awarded to the MBE or WBE counts toward the applicable MBE or WBE goal EXCEPT per provisions of this paragraph.

Count toward the MBE and/or WBE goal(s) a portion of the total dollar value of a contract with a joint venture equal to the percentage of ownership and control of the MBE and/or WBE participant(s) in the joint venture.

Count the total dollar value of a contract with a business certified as both an MBE and WBE toward the WBE or the MBE goal but not to both. If a firm with such dual certification is employed choose the goal to which the total contract value is to be applied.

Count toward the MBE or WBE goal only expenditures to MBEs or WBEs that perform a commercially useful function in the work of a contract. As MBE or WBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an MBE or WBE is performing a commercially useful function, the County will evaluate the amount of work subcontracted, industry practices, and other relevant factors.

**Suppliers** count toward the MBE or WBE goal 60 percent of expenditures for materials and supplies required under the contract and obtained from an MBE or WBE regular dealer and count toward the MBE or WBE goal 100 percent of expenditures to an MBE or WBE manufacturer.

An MBE or WBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies you purchase for the work.

An MBE or WBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

An MBE or WBE regular dealer is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. An MBE, WBE or DBE regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.



MBE or WBE brokers and MBE or WBE packagers are not regarded as MBE or WBE manufacturers or MBE or WBE regular dealers within the meaning of these provisions.

Count toward the MBE or WBE goal the following expenditures to MBE or WBE firms that are not MBE or WBE manufacturers or MBE or WBE regular dealers:

The fees or commissions charged for providing a BONA FIDE service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities

The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the MBE or WBE hauler, MBE or WBE trucker, or MBE or WBE delivery service is not also the MBE or WBE manufacturer of or an MBE or WBE regular dealer in the materials and supplies, provided that the fee is determined by the County to be reasonable and not excessive as compared with fees customarily allowed for similar services.

The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the County to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Any services to be performed by an MBE or WBE agency is required to be readily identifiable to the Contract.

**Action Required by Contractor(s) at Bidding Stage and Prior to Award**

If apparent low bidder MEETING or EXCEEDING the MBE and WBE goals, provide the following to the Chief Purchasing Officer by 4:00 P.M. of the seventh (7<sup>th</sup>) calendar day after notification:

**Schedule of MBE and WBE Participation.** The designated area must be completed and signed by MBE/WBE firms(s) identified by the apparent low bidder/contractor as a participant(s) in the Contract prior to submission. The County reserves the right to contact any MBE/WBE firm(s) with regard to the authenticity of the documentation as stated on the schedule of MBE/WBE Participation form. Any evidence of fraudulent information submitted by the apparent low bidder/contractor with regard to the MBE/WBE participation is subject to disbarment from County work and/or possible legal action.

**MBE and WBE Certification Application** for each uncertified MBE and WBE firm send original to County MBE and WBE Administrator, 204 County Office Building, Pittsburgh, PA 15219; send a copy to the Chief Purchasing Officer.

**Information for Determining Joint Venture Eligibility** (PDT Form E0-352) for each joint venture with an MBE or WBE send original to County MBE and WBE Administrator; send a copy to the Chief Purchasing Officer.

If apparent low bidder NOT MEETING the goals established by the County submit the MBE and WBE Goals Attainment Certification with you Bid Form and demonstrate good faith efforts to meet the MBE and WBE contract goals. Demonstrate that the efforts made were those that a contractor actively and aggressively seeking to meet the goals established by the County would make, given all relevant circumstances.

You are expected to demonstrate good faith efforts by actively and aggressively seeking out MBE and WBE participation in the Contract to the maximum extent given all relevant circumstances. The following documentation represents the kinds of efforts that may be taken but is not deemed to be exclusive or exhaustive and the County will consider other related factors and types of efforts that may be relevant. Demonstrate then your good faith efforts and your diligent efforts to meet the specified MBE and WBE goals and make a concerted effort in that time between bid opening and your submittal (below) to meet MBE and WBE goals. Finally, provide to the Chief Purchasing Officer on his request the information specified above as well as other relevant information including but not limited to the following by the time specified:

Documentation of efforts made to select portions of the work proposed to be performed by MBEs and WBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate MBE and WBE participation. Selection of portions of work shall equal or exceed the goals for MBE and WBE utilization specified in the contract.

Written notification dated at least fifteen (15) calendar days prior to the opening of bids to individual MBEs and WBEs soliciting their participation in the contract as a subcontractor, regular dealer, manufacturer, consultant or service agency. Indicate in the notification the specific items or type of work involved.

Written notification to minority, women and disadvantaged economic development assistance agencies and organizations which provide assistance in recruitment and placement of MBEs and WBEs, of the type of work, supplies or services being considered by MBEs and WBEs on this contract. See Allegheny County's MBE/WBE Business Directory for partial listing.

Documentation of efforts made to negotiate with MBEs and WBEs for specific items of work:

The names, addresses, telephone numbers of MBEs and WBEs who were contacted in person or by phone, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the MBEs and WBEs to determine with certainty whether the MBEs and WBEs were interested;

A description of the information provided to MBEs and WBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed;

A statement of why additional agreements with MBEs and WBEs were not reached;

Documentation of contact with each MBE and WBE contacted but rejected and the reasons for the rejection.

Documentation to certify absence of any agreement between you and a MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other bidders.

Documentation of efforts made to assist the MBEs or WBEs that need assistance in obtaining required bonding, insurance, or lines of credit required by you.

Documentation to certify that qualified MBEs and WBEs are not available, or not interested.

Documentation to certify attendance at any meetings scheduled by the County or others to encourage better Contractor-MBE/WBE relationships, forthcoming MBE and WBE utilization opportunities, etc.

Documentation to certify advertisement in general circulation media, trade association publications, disadvantaged-focus media of interest for MBEs and WBEs and area of interest.

Documentation of efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractors' groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of MBEs and WBEs.

Consider the following NOT valid justification for failure to meet the MBE and WBE contract goals:

Failure to contract with a MBE or WBE solely because the MBE or WBE was unable to provide performance and/or payment bonds.

Rejection of reasonable MBE or WBE bid or quotation based on price alone.

Equipment idled by contract with a MBE or WBE.

Failure to contract with an MBE or WBE because the MBE or WBE will not agree to perform items of work at the unit price bid.

Rejection of an MBE or WBE because of its union or non-union status.

Failure to contract with an MBE or WBE because you normally would perform all or most of the work in the contract.

Restricting efforts to mailing of letters.

When the documentation required above is not provided by the apparent low bidder on request within the time specified, the bid will be rejected and the next apparent lowest responsible bidder will be notified by the Chief Purchasing Officer to provide the form, Schedule of MBE and WBE Certification, and as applicable an MBE and WBE Certification Application and Information for Determination of Joint Venture Eligibility by 4:00 P.M. of the seventh (7<sup>th</sup>) calendar day after notification.

**Action to be Taken by the County Before Award.**

If the apparent low bidder meets the MBE and WBE contract goals and other contract requirements, the County will award to that bidder. If any MBE or WBE listed is not certified by the County at the time the County desires to award a contract, the County may issue a conditional award to the apparent low bidder.

To ensure that its MBE and WBE program benefits only firms owned and controlled by MBEs and WBEs, the County has established that eligibility of business enterprises as MBEs and WBEs or as joint ventures involving MBEs and WBEs will be based on the County's MBE and WBE listing.

By identifying an entity as an MBE or WBE you represent to the County that, to the best of your knowledge, information, and belief, that entity so identified is certified as a MBE or WBE on the County's MBE and WBE listing or is eligible for certification as such prior to award or prior to MBEs or WBEs commencement of work in the case of a conditional award.

The County will confirm your certification of MBEs and WBEs and reserves the right to make such inquiry and require such substantiation as the County, in its discretion, deems appropriate to enable it to determine whether a given entity is an MBE or WBE or is eligible for certification as such. The burden of proving that an entity identified by you as an MBE or WBE is not in fact certified as an MBE or WBE and that MBE or WBE is not eligible to be so certified prior to award or prior to that MBE's or WBE's commencement of work in the case of a conditional award, and if it appears that your error was made in good faith, then the County may permit you to, within ten (10) calendar days of notice of such error, identify new subcontractors, suppliers, or manufacturers which are in fact certified as MBEs or WBEs or which qualify for certification prior to award or prior to the MBE's or WBE's commencement of work in case of a conditional award.

If the apparent low bidder meets other contract requirements but fails to meet the MBE and WBE contract goals, the County will review the apparent low bidder's MBE and WBE data and its documentation of good faith efforts and diligent efforts to meet the MBE and WBE contract goals. If its efforts are deemed satisfactory, the Chief Purchasing Officer will recommend award.

If the County cannot accept the apparent low bidder's documentation of good faith efforts and diligent effort, the bid will be considered non-responsive and the County will notify the apparent low bidder that its bid is being rejected. The County will then notify the next apparent lowest responsible bidder on the Contract to provide to the Chief Purchasing Officer the information outlined in Paragraph 3.10.8.8.1 above by 4:00 P.M. of the seventh (7<sup>th</sup>) calendar day after notification. Proposal and appropriate MBE and WBE data will be evaluated by the County. If the County, during the review of the bidder's MBE and WBE data and diligent efforts documentation, has questions, it will contact the bidder for clarification.

#### **Action to be Taken by the County After Award**

To ensure that your obligations regarding MBEs and WBEs are met, the County will review your MBE and WBE program and its implementation during the life of the contract.

**Sanctions:** Upon completion of the work the County will review the actual MBE and WBE participation realized and make a determination regarding your compliance with these specifications:

In the event you are found to be in non-compliance the County may impose sanctions that it deems appropriate.

The County may impose sanctions for unwarranted shortfalls in the approved goal.

Make appeals of sanctions imposed pursuant to the Certification Regulations.

#### **Action Required by Contractor After Award.**

When the County approves a Schedule of MBE and WBE Participation with less MBE and WBE participation than the goals, continue efforts to increase MBE and WBE participation and to meet the goals after award.

Ensure that the firms listed on the form, Schedule of MBE and WBE Participation, do not commence work until they are certified.

If, for any reason during the life of the contract, it is necessary to replace a MBE or WBE that is unable to perform successfully, make a good faith effort and diligent effort to recontract that work with another MBE or WBE or subcontract other work items to MBE or WBE firms to makeup the MBE or WBE shortfall. If the projected MBE or WBE participation on an approved Schedule of MBE and WBE Participation exceeds the goal amount for the contract, without counting the amount committed to the defaulting MBE or WBE then no contract shortfall exists and you need not replace the defaulting MBE or WBE. In compliance with the above adhere to the following procedure:

Notify the County immediately in writing of the MBE's or WBE's inability to perform and intent to obtain a substitute MBE or WBE if an MBE or WBE contract shortfall exists.

When you learn an MBE or WBE is unable to perform successfully and the original schedule of MBE and WBE Participation amount cannot be met provide the County with a revised Schedule of MBE and WBE Participation (show total paid/due, if any, to defaulting MBE or WBE), completed certification form for each uncertified MBE or WBE, and additional good faith efforts and diligent efforts documentation by 4:00 P.M. of the seventh (7<sup>th</sup>) calendar day thereafter. The County will evaluate this documentation. The County will contact you if it has questions during its review of your good faith efforts and diligent efforts documentation.

During the seven (7) calendar day period specified in subsection 3.c, plus an additional period for County processing of the revised schedule of MBE and WBE Participation you may continue the defaulted work with your own forces to maintain the scheduled progress of the work.

If the County cannot accept your good faith efforts, or, if you fail to comply with these provisions, that will constitute a breach of contract that may result in termination of the contract, being barred from bidding on County contracts for up to three (3) years or such other remedy as the County deems appropriate.

When additional and/or extra work is necessary and the original contract amount exceeds \$150,000 the MBE and WBE contract goals apply to that additional and/or extra work each time the cumulative net dollar value of additional and/or extra work either exceeds \$100,000 or is greater than 10 percent of the original contract amount. Provide a revised Schedule of MBE and WBE Participation to the Chief Purchasing Officer and comply with the following procedures:

Contact available MBE and WBE referral sources and qualified MBEs and WBEs in an effort to contract the required percentage of the additional and/or extra work or subcontract other work items with MBEs and WBEs.

Provide the Chief Purchasing Officer with a revised Schedule of MBE and WBE Participation and good faith effort information by 4:00 P.M. of the seventh (7<sup>th</sup>) calendar day after notification that the additional and/or extra work is approved.

The County will evaluate your good faith efforts information. Again the County will contact you if it has questions during review of your good faith effort information.

If the County can not accept your good faith efforts, or if you fail to comply with these provisions, this will constitute a breach of contract that may result in termination of the contract, being barred from bidding on County contracts for up to three (3) years or such other remedy as the County deems appropriate.

Bring to the attention of the County, in writing, any situation in which regularly scheduled progress payments are not made to MBE and WBE sub-contractors, suppliers, or service agencies.

### **Records and Reports**

Keep such records as are necessary to determine compliance with your MBE and WBE obligations. Design these records to indicate:

The number of minority, women, disadvantaged and non-disadvantaged subcontractors, regular dealers, manufacturers, consultants, and service agencies and the type of work or materials or services performed on or incorporated in Contract.

The progress and efforts made in seeking out minority, women, and disadvantaged contractor organizations and individual minority, women, and disadvantaged contractors for work on The Contract to increase the MBE and WBE participation and/or to maintain MBE and WBE participation levels on the Schedule of MBE and WBE Participation anytime a subcontractor, supplier, or service contract is contemplated during the life of the contract. Do this, as a minimum, anytime a contract with a subcontractor, regular dealer, manufacturer, consultant, or service agency is contemplated during the life of this contract.

Documentation of correspondence, contacts, telephone calls, etc., to obtain the services of MBEs and WBEs on The Contract.

Submit a monthly MBE and WBE Report on County form to Chief Purchasing Officer no later than 5 working days after the end of the month. Indicate on/attach with the MBE and WBE Report:

Contracts awarded to MBEs and WBEs noting type of work, supplies or services, original and final amount of each contract awarded to each firm, and contract execution dates.

The actual amount paid each MBE and each WBE during the calendar month and paid to date.

A copy of the executed subcontract, purchase order, or agreement for the month during which such actions occur.

(On completion of each MBEs and WBEs work) Paid invoices or certification attesting to actual amount paid each MBE and each WBE and an explanation of difference between actual amount paid and award amount if any.

Maintain records for a period of three years following acceptance of final payment. Make records available for inspection by the County.

### **Specific Equal Employment Opportunity (EEO) Responsibilities**

**General** - To effectively implement specific EEO requirements, the following provisions pursuant to Executive Order 11246 and the General Conditions will apply to the performance of the Contract. Include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

**Equal Employment Opportunity Office** - Designate and make known to County contracting officers, an equal employment opportunity officer (EEO Officer) who shall have the responsibility for and be capable of effectively administering and promoting an active program of equal employment opportunity and who shall be assigned adequate authority and responsibility to do so.

**Dissemination of Policy** - Make members of staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, fully cognizant of, and fully involved in implementation of the equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. At a minimum take the following actions to ensure that the above agreement is met:

Conduct periodic meetings of supervisory and personnel office employees before the start of work and not less often than once every six months thereafter to review and explain equal employment opportunity policy and its implementation. Insure that the EEO Officer or other knowledgeable company official conducts the meetings.

Ensure that new supervisory or personnel office employees are thoroughly indoctrinated by the EEO Officer or other knowledgeable company official on your equal employment opportunity obligations within thirty (30) days following their reporting for duty.

Ensure that the EEO Officer or appropriate company official instructs personnel who are engaged in direct recruitment for the Contract in procedures for locating and hiring minority group employees.

Take the following actions to insure that your equal employment opportunity policy is passed on to employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc:

Place notices and posters setting forth equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees.

Bring equal employment opportunity policy and procedures to implement policy to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**Recruitment** - When advertising for employees, include in advertisements for employees the notation: "An equal Opportunity Employer." Publish such advertisements in newspapers or other publications having a large circulation among minority groups in the area from which the Contract work force would normally be derived.

Unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, identify, through the EEO Officer, sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred for employment consideration.

Observe the provisions of valid bargaining agreements providing for exclusive hiring of referrals to the extent that the system permits compliance with equal employment opportunity contract provisions (the U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended).

Encourage present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to employees. Discuss information and procedures with regard to referring minority group applicants with employees.

**Personnel Action** - Establish and administer wages, working conditions, and employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, without regard to race, color, religion, sex, or national origin. Adhere to the following procedures:

Conduct periodic inspections of Contract sites to ensure that working conditions and employees facilities do not indicate discriminatory treatment of Contract site personnel.

Periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, include all affected persons in such corrective action.

Promptly investigate all complaints of alleged discrimination in connection with obligations under the contract; attempt to resolve such complaints, and take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, take corrective action to include such other persons. Upon completion of each investigation, inform every complainant of his avenues of appeal.

**Training and Promotion** - Assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

Consistent with work force requirements and as permissible under Federal and State regulations, make full use of training program, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a Provision for trainees is provided in the Supplementary Conditions, this subparagraph will be superseded.

Advise employee and applicants for employment of available training programs and entrance requirements for each.

Periodically review the training and promotion potential of minority group and women employees and encourage eligible employees to apply for such training and promotion.

**Unions.** If reliant in whole or in part upon unions as a source of employees, use best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Take actions either directly or through a Contractor's association acting as agent to include:

Use of best efforts to develop, in cooperation with unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

Use of best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

Obtaining information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information, so certify to the County and set forth what efforts have been made to obtain such information.

In the event the union is unable to provide a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, fill, through independent recruitment efforts, the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.)

In the event that union referral practices prevent your meeting the requirements of these Supplementary Conditions, immediately notify the County.

**Subcontracting.** Use best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Obtain lists of approved MBE & WBE firms from the County.

Use best efforts to ensure subcontractor compliance with these equal employment opportunity obligations.

**Records and Reports.** Keep records as are necessary to determine compliance with the equal employment opportunity obligations. Design the records to indicate:

The number of minority and non-minority group members and women employed in each work classification on the Contract.

The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applies only to contractors who rely in whole or in part on unions as a source of their work force).

The progress and efforts being made in locating, hiring, training, qualifying and upgrading minority and female employees, and

The progress and efforts being made in securing the services of minority group subcontractor or subcontractors with meaningful minority and female representation among their employees.

Retain records for a period of three years following completion of the contract work and make records available at reasonable times and places for inspection by authorized representatives of the County.

Submit a report each month after the contract begins for the duration of the Contract, indicating the work hours, number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work. Report this information on County Form MBE/WBE Status Report, in accordance with the instructions included thereon.

**E.E.O. Covered Area.** For the purpose set forth in these Supplementary Conditions and Executive Order 11246 the covered area for this Contract is as follows:

For Contractors who are signatory to the Hometown Plan the covered area is Allegheny County, which is within the Economic Area of Pittsburgh, PA., as listed in Appendix C of Executive Order 11246, which is attached to these Specifications.

For Contractors who are NOT signatory to the Hometown Plan the covered area is Allegheny County which is within the Economic Area of Pittsburgh, PA and shall be included under the Pittsburgh, PA 6.3 percent goal in Appendix B of Executive Order 11246.