REQUEST FOR PROPOSAL
#2020-02

FOR

ACTUARIAL SERVICES FOR
DAUPHIN COUNTY RETIREMENT TRUST FUND

Issue Date: August 17, 2020

Response Due Date: Wednesday, September 16, 2020, 3:00 PM Local Time
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REQUEST FOR PROPOSALS
#2020-02
ACTUARIAL SERVICES
Dauphin County, PA Retirement Trust Fund

The Retirement Board of the Dauphin County Retirement Trust Fund of the County of Dauphin, Pennsylvania is seeking proposals for:

Providing Actuarial Services for the Dauphin County Retirement Trust Fund of the County of Dauphin for a three (3) year base period with the option to extend for two (2) additional one (1) year period.

All responses, ONE (1) complete response packet with original signatures, FIVE (5) copies and ONE (1) complete electronic copy in PDF format on USB flash drive (or other generally accepted media), should be delivered or mailed to the Dauphin County Retirement Trust Fund Department, c/o: Timothy L. DeFoor, Secretary, 101 Market Street, Room 106, Harrisburg, PA to arrive no later than 3:00 PM on Wednesday, September 16, 2020 at which time they will be opened. Please place "Proposal for ACTUARIAL SERVICES - COUNTY OF DAUPHIN (#2020-02)" on the outside of the sealed, opaque envelope presented to the Controller’s Office. There will be no formal public opening of proposals. Therefore, proposals shall not be available for review. Information contained in the proposals will not be disclosed during the review process.

This Request for Proposal ("RFP") contains standard language used by the County when negotiating Contracts, as well as Scope of Services which describe the Services desired by the County. It is suggested that the Respondent review the Scope of Services for clarity and understanding prior to review of the complete response document. See Instructions to Proposers for additional instructions and information to be provided with the response. For further clarification or questions regarding this RFP, respondents must submit their questions to Vince Paese at the Dauphin County Controller’s Office via email at VPaese@dauphinc.org or AsktheController@dauphinc.org no later than September 2, 2020, 3:00 PM, EST.
1. INTRODUCTION

a. The Retirement Board of the Dauphin County Retirement Trust Fund of the County of Dauphin, Pennsylvania (hereinafter “Board”) hereby solicits proposals from qualified Actuarial Services (hereinafter “Contractor”) of demonstrated professional competence and experience to perform actuarial services for the Dauphin County Retirement Trust Fund (hereinafter “Trust Fund”). The ultimate objective of this solicitation will be to enter into a contract for services beginning on or about January 1, 2021.

b. The Trust Fund is a single employer defined benefit pension system that covers all full-time employees of the County. The plan provides retirement, disability, and death benefits to plan members and their beneficiaries. Cost-of-living adjustments are provided at the discretion of the Dauphin County Employees’ Retirement Board. Act 96 of 1971, as amended, cited as the County Pension Law, provides for the creation, maintenance, and operation of the plan. The effective date of the plan is January 1, 1961.

c. As of July 1, 2020, there were 1,616 active participants in the plan. In addition, there are 1,214 retired participants and 210 vested participants in the plan. As of the end of June 2020, the net assets held in trust in the pension fund totaled $340,756,562. There are currently eleven (11) investment managers who manage sixteen (16) investment disciplines.

d. Employees are eligible to participate immediately upon employment by the County of Dauphin (hereinafter “County”). Plan members are required to contribute 5% of their annual covered salary to the retirement system. Employees may also contribute up to an additional 10% of their annual covered salary to the retirement system.

2. SCOPE OF SERVICES

The principal duty, function, and responsibility of the Contractor is to act in the capacity of actuarial services consultant to the Board for the purpose of furnishing annually but not limited to the following:

a. Prepare actuarial valuation of the retirement fund as required by the County Pension Law with separate valuation for disclosure of information in accordance with the Governmental Accounting Standards Board (GASB). A copy of the Actuarial Report will be provided to each member of the Retirement Board.

b. Provide estimates of funding requirements for ensuing year.

c. Provide annually the funding requirements for cost-of-living increases for pensioners.

d. Attend meetings to discuss issues and policy with the Retirement Board as directed. This is typically for one meeting a year to review the actuarial valuation but may be more if needed.

e. If necessary, issue periodic bulletins regarding changes in the County Pension Law and any
applicable State and Federal legislation.

f. If necessary, issue periodic bulletins for information and administrative guidance.

g. Furnish any pension quotations required by the county.

h. Furnish any pension-death benefit finals, with reserve transfers required by the County.

i. Furnish information to pensioners applicable for federal income tax purposes.

j. Calculate final pro rata pension or lump-sum due upon death of pensioner.

k. Advise on procedures for updating actuarial member records and preparation of the year-end financial statements.

l. Provide confirmations to independent accountants and auditors when authorized.

m. Assist in preparation of Commonwealth of Pennsylvania Actuarial Investigative Reports as required by Act 293.

n. Prepare and submit to the US Department of Commerce, Bureau of Census, Annual Survey on Finances when authorized.

o. Review and advise on content for domestic relations orders.

p. Provide any information necessary related to actuarial calculations for the County financial statements.

q. Provide an “Other Post Employment Benefit Report” (OPEB) biannually with updates on the non-reporting years.

r. Provide individual pension benefit statements upon request.

s. Provide additional retirement quotes for extraordinary events such as Early Retirement Incentive.

t. Provide details of a software or an online solution to be used by the Controller’s office to provide pension benefit quotes for employees.

u. Provide details of an online pension calculator solution for the County of Dauphin employees that will provide the employee the ability to do self-pension benefit calculations.

3. TECHNICAL PROPOSAL

The technical proposal must contain the following general information regarding your company:

a. Give a brief history of your firm including the year the organization was founded.

b. Which mortality table will be utilized and what options do we have in selecting mortality tables.
c. Describe the ownership structure of your organization, giving specific details regarding your parent, any affiliated companies, or any joint ventures.

d. Describe any significant developments in your organization within the last five years such as changes in ownership, personnel reorganization, and staff departures.

e. Describe any changes in your organization's basic ownership structure, such as mergers and acquisitions or any other significant changes in your organization that you anticipate.

f. State whether your firm, its parent, or any affiliate is a registered investment adviser with the SEC under the Investment Advisers Act of 1940. If not, state your fiduciary classification.

g. Describe all your firm’s lines of business and the approximate contribution of each business to your organization's total revenue. If your firm is an affiliate or subsidiary of an organization, state what percentage of the parent firm’s total revenue your affiliate or subsidiary generates. State the percentage of your revenues that are reinvested in which specific research functions.

h. State whether your firm or an affiliate manages money for clients. Include whether your firm or its parent or an affiliate are broker/dealers. State whether you trade client accounts through your own broker/dealer. State whether your firm accepts soft-dollars as a method of payment for services provided.

i. Provide a current list of five (5) comparable clients, including name, contact, telephone number, asset values, number of years the client has retained your firm, along with the product(s) or services the client uses. The County may contact any of these clients as references. If you require advance notice of the County's intention to make inquiries, please so indicate.

j. Provide a list of any clients that have terminated services with your firm in the past five (5) years and the reasons that services were terminated.

k. Provide a list of outstanding litigation to include any legal actions against your firm regarding performance or any other matters.

l. Provide an organizational chart showing functions, positions, and title of all personnel involved in actuarial services.

m. Explain your firm’s preference regarding client communications. State whether communication would flow through a single contact person. Describe your back-up communication procedures when personnel assigned to the county’s plan are traveling or unavailable. Describe your standard and emergency communication procedures.

n. Describe the typical client load for your consultants. State how this would compare to the consultants assigned to the account.

o. Describe your firm’s back-up procedures in the event any key personnel assigned to the account leave the firm.

p. Describe any other work your firm, or affiliate firm, performs for others that may conflict with the independence of the assigned professional and how those influences are controlled or eliminated.
Specifically indicate if your firm, or affiliate firm, manages and/or invests assets of others and how that work is assigned to avoid conflicts between clientele.

q. Disclose any occasion when your firm, or affiliate firm, or a member of your professional staff has been fined, disciplined, or suspended by SEC, NASD, any stock exchange or other governmental or non-governmental regulatory agency or association within the past ten years and if so, provide a complete detail of that event/s.

4. **FINANCIAL PROPOSAL**

Respondents must submit a separate cost proposal supported by staff utilization estimates (by service) adequate to establish the reasonableness of the proposed fee. Respondents will provide a detailed yearly fee for actuarial services for each of the three (3) contracted base years and the two (2) optional one (1) year periods (see Pricing Form page 17). The respondent should also include a yearly fee for the necessary updates and biannual OPEB Report. The last OPEB Report was issued on May 15, 2019 for the period ended January 1, 2019. Full OPEB Reports will be due in the years of 2021, 2023 and 2025. Updates will be required in 2022 and 2024.

a. After consideration of the factors set forth in this RFP, the County shall award a contract to the successful proposer.

b. This RFP will result in the submission of Proposals, and the evaluation and award process shall be based upon the candidate who, in the judgment of the County, can provide the best service.

c. Respondents are advised to respond to this RFP fully and with forthrightness at the time of proposal submission.

d. No acceptance of an individual offer may mean that one or more other proposals were more advantageous, or that all were rejected.

5. **CONTRACTOR QUALIFICATIONS**

a. At the option of the County, respondents may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and evidence that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure services within the parameters of this contract.

b. Prior to award of this contract, the County reserves the right to inspect the facilities of any respondent. The reputation of bidders regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.

c. Respondents must be significantly engaged in actuarial services and must have been actively involved in this field for a period of no less than five (5) years.

6. **COUNTY RIGHTS AND AUTHORITY**

a. The County shall retain the right to inspect and review the firm’s performance under this contract and to initiate action, within the terms of the contract that it deems necessary to assure Contractor
b. The County will review and approve, prior to any implementation, all recommendations proposed by the firm.

7. **PROPOSAL PROCEDURES:**

a. Questions

i. Questions regarding this RFP must be submitted to Vince Paese at the Dauphin County Controller’s Office via email at VPaese@dauphinc.org or AsktheController@dauphinc.org no later than Wednesday, September 2, 2020, 3:00 PM, EST.

ii. Questions received after the time and date above will not receive a response. All questions and responses will be issued to all known proposers no later than Wednesday, September 9, 2020, 3:00 PM local time.

b. Proposal Submission

i. Proposer must submit ONE (1) complete response packet with original signatures, FIVE (5) copies and ONE (1) complete electronic copy in PDF format on CD (or other generally accepted media), of the proposal in response to this RFP.

ii. Proposals must be clearly identified on the outside of the sealed package with the words “Actuarial Services RFP #2020-02”.

iii. Proposals must be submitted no later than 3:00 PM, local time, Wednesday, September 16, 2020 to:

   Dauphin County Retirement Trust Fund Department  
   c/o: Timothy L. DeFoor, Secretary  
   101 Market Street. Room 106  
   Harrisburg, PA 17101

iv. Proposals received after the time and date above will not be considered.

v. Proposals shall be submitted at no cost to the County and any proposal received shall remain the property of the County.

vi. There will be no formal public opening of proposals. Therefore, proposals shall not be available for review. Information contained in the proposals will not be disclosed during the review process.

vii. The County reserves the sole right to waive technicalities and accept or reject any or all proposals or items therein, in the best interest of the County.

viii. The County reserves the right to investigate the qualifications of any proposer under consideration and require confirmation of information furnished by a proposer, or require additional evidence of experience and qualifications to provide the services or otherwise
discharge the obligations required by this RFP.

ix. Proposers electing to respond to this RFP are responsible for all costs incurred in the preparation and submission of proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The County of Dauphin is not liable for any costs incurred by a proposer in response to this RFP and the proposer (including all related parties) disclaims and voluntarily and knowingly waives any and all rights to reimbursement for any such costs.

8. INTERVIEW/PRESENTATION

The County reserves the sole right, in the best interest of the County, upon review of proposals to:

a. Request and obtain additional information and/or clarification from prospective respondents.

b. Request and schedule respondent(s) to meet and schedule at a designated time, date, and County location for an interview and/or oral presentation.

c. If an interview or oral presentation is required, it will be held in the morning of October 21, 2020.

9. AGREEMENT

The Board reserves the sole right to offer and enter into an agreement with the firm or individual whom the Board determined to be the best candidate for this project in the best interest of the County.

a. The successful respondent agrees to use and sign the Board’s Agreement including terms and conditions as mutually agreed.

b. The Agreement will incorporate, in order of precedence, the following:

   i. The Board Agreement

   ii. The Board Request for Proposal (RFP) and any addenda thereto

   iii. The proposal submitted by the successful respondent.

c. The successful respondent offered an agreement is required to sign and have witnessed three (3) original agreements. The agreements shall be presented to the Board for consideration and/or approval. Upon Board approval and signature, an original agreement shall be forwarded to the successful respondent.

d. If the proposer and the Board are unable to negotiate a completed contract within a reasonable time as determined solely by the Board, the Board reserves the right to rescind the offer. In this case, another respondent may be asked to negotiate a contract.
10. **TERM OF AGREEMENT**

The term of agreement shall begin on or about January 1, 2021 and will remain in effect through December 31, 2023 and may be extend until December 31, 2024 or December 31, 2025. The agreement shall commence upon approval of an agreed upon contract by the Board. The County may, at its sole discretion, extend on a year by year basis and negotiate costs and services.

11. **REQUIRED FORMAT AND CONTENTS OF PROPOSAL**

All proposals submitted must include a Cover Letter transmitting the proposal to the County, signed by an official authorized to contract for the firm. The letter must contain the name, title, address, telephone number, and email address of the firm’s contact person for the proposal. The letter shall also contain a statement that respondent understands and agrees with the scope of services and accepts all other requirements, terms, and conditions of the RFP.

12. **OTHER TERMS AND CONDITIONS**

   a. Independent Capacity of Firm

      The Firm, its employees and agents, or individual are not deemed to be employees of the County in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the County.

   b. Prohibition Against Assignment

      The Firm or Individual shall not assign any part of this Agreement without prior written approval of the County.

   c. Contract Modification, Amendment and Termination

      i. This document and all attachments, which have been incorporated by reference, contain all terms, provisions, and conditions of the Agreement. All provisions thereof are intended by the parties to be whole and entire.

      ii. Any alteration, variation, modifications, or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this Agreement.

      iii. The County reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this Agreement.

      iv. In addition, the County may terminate this Agreement at any time, upon thirty (30) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.

   d. Hold Harmless
It is understood that the Firm or Individual is an independent contractor in respect to its performance under this Agreement, and shall assume all risks and responsibilities for losses of every description in connection with the service, which can be attributed either directly or indirectly to the Firm or Individual. The Firm or Individual agrees to indemnify, defend, and hold harmless the County, its agents and employees for or on account of any damages or loss, including the cost of litigation or legal counsel resulting directly or indirectly from the actions of the Firm or Individual in fulfilling the terms of this Agreement.

e. Insurance and Taxes

i. The Firm or Individual shall perform its services under this Agreement, as an independent contractor and shall insure, as they may appear, the interests of all parties to this Agreement against any and all claims which may arise out of Contractor’s operations under the terms of this Agreement.

ii. Firm or Individual will provide original certificate(s) of insurance made out to the County of Dauphin showing all insurance coverage carried by Firm or Individual upon submission of a signed Agreement to the County. The Agreement will not be approved by County if a certificate is not present. If, during the term of the Agreement, coverage should expire, the County may withhold payments until the Contractor submits a new certificate reflecting the new policy coverage dates.

iii. At a minimum, the firm or individual must carry at least the following:

   • General liability insurance, naming the County of Dauphin as additional insured, in the amount of $1,000,000 per occurrence.

   • Workers’ Compensation as required by Pennsylvania statute.

   • Employer’s liability insurance per statutory limits.

   • Automobile liability insurance, with a combined single limit of $500,000, “any auto”.

   • Professional liability insurance with a limit of $5,000,000.

iv. The Firm or Individual hereby expressly waives any immunity under the Workers’ Compensation Act, either as an employer or statutory employer, for any claim brought by the County. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. @ 481(b)] of said act.

v. The Firm or Individual shall accept full responsibility for the payment of premiums of all insurance, as well as for social security taxes, income tax deductions, and any other taxes or payroll deductions required by law for firm or firm’s employees who are performing services pursuant to this Agreement.

f. Familiarity with Proposed Work
i. Firm or Individual certifies that he has carefully considered the work proposed and the RFP to determine for himself the difficulties and requirements incidental to the prosecution of the work, and that the submission of a proposal is considered conclusive evidence of such examination.

ii. The successful Firm must use fully trained individuals who have the required experience and knowledge to provide requested services. The County shall reserve the sole right to remove any individual assigned to by the Firm for any cause and/or reason in the best interest of the County.

g. Sole-Contractor

The Firm or Individual agrees that he and only he shall be the County’s sole contractor under this Agreement.

h. Non-Discrimination

   i. The Firm or Individual agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders, which protect the civil rights of employees, job applicants, and recipients of services.

   ii. The Firm expressly agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations, and orders prohibiting discrimination in hiring or employment opportunities.

i. Certification Regarding Impartiality and Conflict of Interest

   i. The Firm or Individual certifies that he is a totally independent vendor and that to the best of his knowledge, no County official or employee has a vested interest, financial or otherwise, in this Agreement.

   ii. The Firm or Individual will inform the County in writing immediately if any potential conflict of interest arises during the performance of this Agreement. Conflict of interest may constitute grounds for termination of this Agreement following notification by County to Firm or Individual (allowing firm or individual a reasonable opportunity to respond) where same is not corrected by firm or individual within a reasonable time period after notice.

   iii. The Firm shall not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex, or handicap.

j. Immigration Reform and Control Act of 1986

   Firm or Individual recognizes its responsibilities to assure identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.
k. Statutes Applicable to this Agreement

Firm or Individual is responsible for familiarity and compliance with all statutes that apply to their performance under their agreement.

l. Ownership of documents

The County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence, or other pertinent data and information gathered by, or computed by Firm or Individual under this agreement. However, the Firm or Individual shall remain the owners of their methodologies, trade secrets, and other copyrighted forms and materials.
SAMPLE AGREEMENT

This AGREEMENT, made and entered into this ____ day of __________, 20__, by and between the COUNTY OF DAUPHIN (hereinafter "the COUNTY") a third class county of the Commonwealth of Pennsylvania with an address of 2 N 2nd Street, Dauphin, PA 17101 and ____________________ (hereinafter CONTRACTOR) whose principal address is ________________.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES**: CONTRACTOR agrees to provide services at the request of the (OFFICE) (hereinafter "OFFICE") services including but not limited to the following:
   a. CONTRACTOR agrees to provide services for the OFFICE as described in the attached Exhibit A. Exhibit A is hereby incorporated by reference.
   b. CONTRACTOR agrees to provide said services on the days and during the times requested by the OFFICE.
   c. CONTRACTOR shall bill OFFICE for services as requested by the OFFICE but no less frequently than monthly.

2. **COMPENSATION**: COUNTY agrees to pay CONTRACTOR for the services listed in this Agreement at the rate of $__.00 per hour.

3. **REPRESENTATIONS**: CONTRACTOR further agrees to the following:
   a. That all clients' confidentiality and rights to privacy will be adhered to strictly regarding names, identities, clients, records, etc.
   b. The CONTRACTOR agrees to comply with HIPAA regulations regarding the identification, use and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
   c. CONTRACTOR shall not be considered as an employee of the COUNTY insofar as any benefits or withholding of taxes is concerned. No withholding will be made by the COUNTY for any federal, state, social security, or local taxes from the amounts paid to CONTRACTOR by the COUNTY. CONTRACTOR agrees to be solely responsible for the withholding and payment of such taxes.
   d. CONTRACTOR shall not be covered by the COUNTY'S workers’ compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. COUNTY shall not be responsible for any loss, liability, claim, damages or expenses resulting from, or arising out of any act or omission, or any violation of law on the part of third persons causing damages to the CONTRACTOR.
   e. CONTRACTOR shall not assign their rights or obligations under this AGREEMENT to any other person or entity whatsoever unless written consent is first obtained from the COUNTY.
   f. In order to protect the COUNTY’S goodwill, CONTRACTOR agrees to conduct themselves reasonably, prudently and courteously in such a manner so as not to reflect adversely upon the COUNTY; and CONTRACTOR will perform at all times faithfully, industriously, and to the best of their ability,
experience, and talents, all of the duties that may be required of them pursuant to the expressed and implicit terms of this AGREEMENT, and to the complete satisfaction of the COUNTY; and will act in conformity with all statutes and ordinances of the United States, Commonwealth, and County.

g. CONTRACTOR shall not discriminate against any person because of age, race, color, religious creed, ancestry, national origin, sex, or disability.

h. CONTRACTOR shall certify that it is in compliance with the Drug-free Work Place Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the COUNTY.

4. The OFFICE and CONTRACTOR shall determine the conditions under which the services shall be provided.

5. AGREEMENT PERIOD: This AGREEMENT shall remain in effect for three (3) years commencing January 1, 2018 and terminating December 31, 2021. Either party may terminate this AGREEMENT by giving the other party thirty days' written notice.

6. INDEMNIFICATION: The CONTRACTOR, its heirs, successors and assigns shall indemnify and hold the COUNTY, its Commissioners, officers, employees, representatives, and agents harmless and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties and losses, of any nature, including reasonable attorney’s fees and costs, which may arise against the COUNTY, its Commissioners, officers, employees, representatives and agents arising from or related to its performance, including but not limited to CONTRACTOR negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform, such responsibilities and for breach of any provision, including the terms and conditions, of the contract.

7. LIABILITY AND OTHER INSURANCE: CONTRACTOR, at CONTRACTOR sole cost and expense, shall maintain: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker’s compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by CONTRACTOR. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect.

Minimum Liability Insurance requirements:

- **General Liability:**
  - $2,000,000 General Aggregate
  - $2,000,000 Products Completed Operations Aggregate
  - $1,000,000 Personal & Advertising Injury
  - $1,000,000 Each Occurrence
  - $5,000 Medical Expense (any one person)

- **Auto Liability:**
  - $500,000 Combined Single Limit
Workers’ Compensation: Statutory

Employers Liability:
- Bodily Injury by Accident $100,000.00 Each Accident
- Bodily Injury by Disease $100,000.00 Each Employee
- Bodily Injury by Disease $500,000.00 Policy Limit

Umbrella Liability: $5,000,000

Professional Liability $5,000,000

8. GENERAL REQUIREMENTS FOR INSURANCE: Except as otherwise approved by COUNTY in writing, the following provisions shall apply to each and every policy of insurance which CONTRACTOR is required hereunder to carry:

a. the form, amount and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to COUNTY’s approval;

b. CONTRACTOR shall cause each insurance carrier to deliver its certificate of insurance to COUNTY and to any other party designated by COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon COUNTY’s request;

c. at least thirty (30) days prior to the expiration of each policy, CONTRACTOR shall provide COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage a sixty (60) day notice of such action shall be sent via certified mail to the COUNTY;

d. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission, which would wholly or partially invalidate any insurance.

e. The COUNTY shall be endorsed as an additional insured on all policies, except workers’ compensation and professional liability;

f. The requirements described above are also applicable to any and all other employees or subcontractors hired by the CONTRACTOR to perform work under this contract.

Approved:

BALANCE OF PAGE IS INTENTIONALLY BLANK
We, ________________________________________, on this the _____ day of _______________, 2020 hereby:

Propose and agree to furnish and deliver Actuarial Services for the County of Dauphin (hereafter “County”), in accordance with this “Request for Proposals”. The Contractor shall provide to the County at locations and times designated, complete collection services as required by the Terms and Conditions of this Contract and the Scope of Work contained therein. The services will be provided by fully qualified personnel and shall be performed in strict accordance with any and all applicable Federal, State and local laws, regulations, ordinances, and requirements in effect at the time of the Request for Proposals, the date of Contract award and any future applicable Federal, State and local laws, regulations, ordinances, and requirements.

**Annual Cost Base Three (3) Year Period:** $_________

**Annual Cost Optional Year One (1):** $_________

**Annual Cost Optional Year Two (2):** $_________

**Annual Other Post Employment Benefit Report** $_________

**Annual Update Fee:** $_________

Fees are to be carried forward to Proposal Signature page (page 18).

Have received and reviewed the following Addenda (if applicable)

1. _________________, dated ____________
2. _________________, dated ____________
3. _________________, dated ____________

We have included ONE (1) complete proposal packet with original signatures and SIX (6) sets of proposal response, and ONE (1) complete electronic copy in PDF format on CD (or other generally accepted media).

**Communications concerning this proposal shall be addressed to:**

Name: ________________________________

Title: ________________________________

Address: ________________________________

Phone: __________________ FAX: __________________

Email: ________________________________

Hours of Availability: ________________________________
Proposal for: ACTUARIAL SERVICES – COUNTY of DAUPHIN
#2020-02

Dauphin County Retirement Trust Fund Department
c/o: Timothy L. DeFoor, Secretary
101 Market Street. Room 106
Harrisburg, PA 17101

To Whom It May Concern:

This proposal is submitted in accordance with your Request for Proposals to be received for:

Providing collection services for the County of Dauphin for a three (3) year base period with the option to extend for two (2) additional one (1) year periods.

Having carefully examined the Request For Proposals, the Scope of Work, the Instructions to Proposers, the Terms and Conditions, and all attachments etc., hereinafter referred to as "Contract Documents", together with any and all addenda, errata, bulletins applying thereto, and being familiar with the various conditions affecting the scope of services, the undersigned hereby agrees to provide and deliver all required collection services, and do all else necessary to complete the work in strict accordance with the terms of the contract documents, for your company's proposed compensation fee(s) schedule for the following groups.

BASE THREE YEAR PERIOD (January 1, 2021 – December 31, 2023):

Annual Cost Base Three (3) Year Period: $ __________

OPTIONAL YEAR ONE PERIOD (January 1, 2024 – December 31, 2024):

Annual Cost Optional Year One (1) Year Period: $ __________

OPTIONAL YEAR TWO PERIOD (January 1, 2025 – December 31, 2025):

Annual Cost Optional Year Two (2) Year Period: $ __________
Annual Other Post Employment Benefit Report $ __________
Annual Update Fee: $ __________
In case this proposal is accepted the undersigned is hereby bound to enter into a written contract within seven (7) days after receipt of Notice of Acceptance of the above, in accordance with the solicitation, to commence and complete all of the work included under the contract in such time and such manner as designated for the various items/services it has contracted to supply or provide.

In submitting this proposal, it is understood that the unrestricted right is reserved by the County to reject any and all proposals or parts thereof, or to waive any formalities or technicalities in said proposals, and it is agreed that this proposal may not be withdrawn for a period of sixty (60) days from date of opening hereof.

The undersigned hereby certifies that this proposal is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other bidder.

FIRM NAME: ____________________________________________ FAX #: ____________________________________________

OFFICE ADDRESS: ______________________________________ E-MAIL#: __________________________________________

TEL#: ________________________________________________

SIGNATURE: __________________________________________

TITLE: ________________________________________________

Respondent will state below whether the response is by an individual, partnership, or corporation. If a corporation, this must be attested by the Secretary or Treasurer.

ATTEST: ______________________________________________

TITLE: ___________________________ CORPORATE SEAL

Designated place to which and person to whom notices are to be delivered.

BUSINESS NAME: _________________________________________

TAX I.D.#: ______________________________________________

CONTACT: ______________________________________________

ADDRESS: ______________________________________________

PHONE: ___________________________ FAX: ______________________

E-MAIL#: _______________________________________________
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FIRM NAME: ______________________________________ FAX #: __________________________

OFFICE ADDRESS: __________________________ E-MAIL#: __________________________

TEL#: ______________________________________

SIGNATURE: _________________________________

TITLE: _________________________________

Respondent will state below whether the response is by an individual, partnership, or corporation. If a corporation, this must be attested by the Secretary or Treasurer.

ATTEST: ______________________________________

TITLE: _________________________________ CORPORATE SEAL

Designated place to which and person to whom notices are to be delivered.

BUSINESS NAME: ______________________________________

TAX I.D.#: ______________________________________

CONTACT: ______________________________________

ADDRESS: ______________________________________

PHONE: ______________________________________ FAX: __________________________

E-MAIL#: _____________________________________
INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. SS 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the proposer who makes the final decision on process and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval, or submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the process of preparing and submitting a bid, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.
NON-COLLUSION AFFIDAVIT

Contract/Bid No.____________

State of: ____________________________________________ S.S.
County of: ___________________________________________

I state that I am ______________________________________ OF ______________________________
(Title) (Name Contractor)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor the approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement of discussion with, or inducement from, any firm or person to submit a complimentary or other noncompetitive bid.

(5) _______________________________________________ , its affiliates, subsidiaries, officers and directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____________________________________________ understands and

(Name of Contractor)

acknowledges that the above representatives are material and important, and will be relied on by County of Dauphin in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from County of Dauphin of the true facts relating to the submission of bids for this contract.

A statement in this affidavit that a person has been convicted or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract within the last three years, does not prohibit the County of Dauphin from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment in the discretion of the County under its rules and regulations,
or may be a ground for consideration on the question of whether the County should decline to award a contract to that person on the basis of a lack of responsibility.

Name: __________________________________________________________

Signature: ________________________________________________________

Title: __________________________________________________________

Name of Contractor: ______________________________________________

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____________ DAY OF ____________________, 20___

______________________________________________________________
Notary Public

My Commission Expires: __________________________________________
NOTARIZATIONS

Any document within this bid specification that requires a notarization must include the signature and seal of the notary public as required by the State in which the notary is commissioned. For those states that do not require an embossed notary seal, the following affidavit must be completed. Bids notarized without the embossed seal and without completing the following affidavit, as applicable, will automatically be rejected at the time of the bid opening.

AFFIDAVIT

I, ____________________________________________,

(Print/Type Name)

______________________________________________________,

(Title)

of ____________________________________________,

(Name of Company)

______________________________________________________,

(COMPLETE ADDRESS)

a duly authorized representative of the above company, do hereby affirm that the State of

__________________________________________,

(Name of State) does not require an embossed seal on

__________________________________________,

(Name of State) notarizations and the documents in this Invitation for Bid are true and correct and binding under the

__________________________________________,

(Name of State) State laws.

By: ____________________________________________

(Signature of Duly Authorized Representative)

Sworn to and subscribed before me

THIS ___________ DAY OF ________________, 20___

__________________________________________

(Notary Public)

My Commission Expires: ____________________________
COUNTY of DAUPHIN  
DISCLOSURE STATEMENT

The vendor shall answer the following questions with regard to the most recent three (3) year. If any question is answered in the affirmative, the firm shall submit for each affirmative answer, a written explanation which shall provide details concerning the matter in question, including applicable dates, locations, name of projects/project owners and current status of any such matter. Failure to answer truthfully to any of the following will be grounds for the vendor’s proposal to immediately be disqualified. The County will notify the vendor by letter of the disqualification.

1. Is the firm currently debarred or suspended from doing business with any federal, state or local government agency or private entity?
   Yes ______   No ______

2. Has the firm ever been debarred or suspended from doing business with any federal, state or local government agency or private entity?
   Yes ______   No ______

3. Has the firm ever been otherwise prohibited from doing business with any federal, state or local government agency or private entity?
   Yes ______   No ______

4. Has the firm ever been denied prequalification (not including short listing), declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency or private entity?
   Yes ______   No ______

5. Has the firm ever defaulted, been terminated for cause or otherwise failed to complete any project/contract that it was awarded by any federal, state or local government agency or private entity?
   Yes ______   No ______

6. Has the firm ever been assessed or required to pay liquidated damages in connection with any project/contract that it was awarded by any federal, state or local government agency or private entity?
   Yes ______   No ______

7. Has the firm ever had and business or professional license, registration, certificate or certification suspended or revoked?
   Yes ______   No ______

8. Has the firm ever had any liens or other legal action taken against the firm as a result of its failure to pay workers, subcontractors or suppliers?
   Yes ______   No ______
9. Has the firm ever been denied bonding or insurance coverage or been discontinued by a surety or insurance company?
   Yes _____ No _____

10. Has the firm ever been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws or environmental laws by a final decision of a court or agency?
    Yes _____ No _____

11. Has the firm ever defaulted, been terminated for cause or otherwise failed to complete any project/contract that it was awarded by any federal, state or local government agency or private entity?
    Yes _____ No _____

12. Has the firm or any of its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any of the firm’s business?
    Yes _____ No _____

13. Has the firm ever been the subject to any bankruptcy proceeding?
    Yes _____ No _____
SECURITY STATEMENT
USE OF CONFIDENTIAL INFORMATION

Our company will respect and maintain strict confidentiality in the use of all data that our company employees gain access to for the purpose of preparing a response to the Request for Proposal indicated below and for the performance of any subsequent contract. Information obtained from the County will be used only by authorized company employees and for only those purposes for which the County provides the information. Those employees who handle the information will be notified of its strictly confidential nature. Our company will also take responsibility for returning to the County promptly after use, all documents supplied along with all records of information derived there from.

________________________________________  __________________________
Signature of Company Representative Date

________________________________________
Name

________________________________________
Title

________________________________________
Company Name
COUNTY OF DAUPHIN
DRUG FREE WORKPLACE CERTIFICATION

The undersigned Proposer hereby certifies that it will provide a drug-free workplace program by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a continuing drug-free awareness program to inform its employees about:
   (i) The dangers of drug abuse in the workplace;
   (ii) The Proposer's policy of maintaining a drug-free workplace;
   (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);

(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
   (i) A proposal by the terms of the statement; and
   (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notifying the Warden's Office immediately verbally or by e-mail and in writing within 24 hours after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee.

(6) Immediately prohibit any employee of Proposer from entering or working at LCP after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:

(7) Making a good faith effort to maintain a drug-free workplace program.
DRUG FREE WORKPLACE CERTIFICATE, PAGE 2

________________________________________
(Proposer’s Signature)

________________________________________
(Print Name)

________________________________________
(Title)

________________________________________
(Company Name)

________________________________________
(Address)

State of ________________________________

County of ________________________________

Sworn to and subscribed before me this _____day of ________________, ______,
by ________________________________

as ________________________________

of ________________________ known to me to be the person described herein, or who produced
__________________________, as identifications.

NOTARY PUBLIC:

________________________________________
(Print Name)

________________________________________ My commission expires: __________________________
(Signature)
COUNTY of DAUPHIN
AFFIDAVIT of EMPLOYEE CRIMINAL HISTORY

The undersigned Proposer hereby certifies that the information provided below is accurate.

Indicate which paragraph applies by affixing your initials next to paragraph 1 or paragraph 2.

1. None of the Proposer’s Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this contract have been convicted of a misdemeanor, felony or have criminal action pending.

OR

2. The following Proposer’s Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this contract have been convicted of a misdemeanor, felony or have criminal action pending. Note: Further documentation may be required.

1. ____________________________
   Legal Name Driver’s License Number (Attach copy)
   Previous Names Used Title/Duties performed

2. ____________________________
   Legal Name Driver’s License Number (Attach copy)
   Previous Names Used Title/Duties performed

3. ____________________________
   Legal Name Driver’s License Number (Attach copy)
   Previous Names Used Title/Duties performed

Attach a supplemental sheet if needed and have the additional sheet notarized.

It is the successful Proposer’s responsibility to notify The County during the term of the contract if additional names need to be added to the above affidavit due to conviction of a felony or have action pending. Verbal notification is required within 24 hours and written notification is required within three (3) business days.

The notice shall include name and the position title of the employee and duties performed.
EMPLOYEE CRIMINAL HISTORY AFFIDAVIT, PAGE 2

FIRM NAME: __________________________ FAX #: __________________________

OFFICE ADDRESS: __________________________ E-MAIL#: __________________________

TEL#: __________________________

County of __________________________

SIGNATURE: __________________________

TITLE: __________________________

Sworn to and subscribed before me this _____ day of __________, ____,
by __________________________
as
(Title)
of __________________________ known to me to be the person described herein, or who produced
________________________ as identifications.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS __________ DAY OF _____________, 20____

________________________________
Notary Public

My Commission Expires: __________________________
Federal Health Insurance Portability and Accountability Act (“HIPAA”)  
Business Associate Agreement (“Agreement”)

I. Definitions

(a) “Business Associate” shall mean the CONTRACTOR.

(b) “Covered Program” shall mean the COUNTY OF DAUPHIN and any agency, department or officer thereof.

(c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, including those at 45 CFR Parts 160 and 164.

II. Obligations and Activities of the Business Associate

(a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

(b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.

(d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware.

(e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

(f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.

(g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and
manner designated by Covered Program, if the business associate has protected health information in a designated record set.

(h) The Business Associate agrees to make internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Programs’ compliance with the Privacy Rule.

(i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions:

Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

(b) Specific Use and Disclosure Provisions:

(1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(2) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a business associate through its activities under this contract with other information gained from other sources.

(3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR 164.502(j)(1).
IV. Obligations of Covered Program

Provisions for the Covered Program To Inform the Business Associate of Privacy Practices and Restrictions.

(a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate’s use or disclosure of Protected Health Information.

(b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate’s use or disclosure of Protected Health Information.

(c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate’s use or disclosure of Protected Health Information.

V. Permissible Requests by Covered Program

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program, except if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate.

VI. Term and Termination

(a) Term. The Term of this Agreement shall be effective as set forth in the main agreement herein, after which time, all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in The Agreement.

(b) Termination for Cause. Upon the Covered Program’s knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.

(c) Effect of Termination.

(1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the
conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. Violations

(a) It is further agreed that any violation of this agreement may cause irreparable harm to the covered program, therefore the covered program may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.

(b) The Business Associate shall indemnify and hold the covered program harmless against all claims and costs resulting from acts/omissions of the Business Associate in connection with the Business Associate’s objections under this agreement.

VIII. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(c) Survival. The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.

(e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this agreement is controlling.

(f) HIV/AIDS. If HIV/AIDS information is to be disclosed under this agreement, the Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health law, Article 27-F.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SIGNATURE: __________________________ DATE: __________________________

NAME: ________________________________

TITLE: ________________________________

FIRM NAME: ________________________________

OFFICE ADDRESS: ________________________________
LEGAL SERVICES ATTORNEY NOMINATION FORM

Debt Collection Agency Name: ____________________________________________________________

As part of this RFP, the debt collection agency must identify the person, persons or firm that will serve as legal counsel(s) for the Authorized Collection Agency for debt collection legal services in the event the using department determines that legal services will be included as part of the debt collection services under this RFP. Said legal counsel(s) may be a staff person of the Authorized Collection Agency or a subcontractor to said agency. The District Attorney’s Office of the County of Dauphin shall have the right to review the information contained in the Legal Services Attorney Nomination Form and shall have the sole discretion to approve /disapprove. The District Attorney’s Office may conduct whatever investigation or background checks, including reference checks as deemed necessary. Authorized Legal Services will be subject to supervision by the using department’s legal counsel or other authorized County representative. The District Attorney’s Office shall not unreasonably withhold approval of a proposed legal service representative, but any failure by the above to approve a nominated legal service person, persons or firm, shall not relieve an Authorized Collection Agency from full compliance with this RFP and subsequent individual using agencies contract.

If during the course of this contract, the Authorized Collection Agency wishes to change their approved legal service designation, this form must be resubmitted to the Purchasing Department for re-review and approval, prior to the effective date of such change in designation.

<table>
<thead>
<tr>
<th>NAME OF PROPOSED LEGAL COUNSEL:</th>
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<tbody>
<tr>
<td>FIRM NAME:</td>
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<tr>
<td>ADDRESS:</td>
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<td>TELEPHONE:</td>
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Qualifications for Appointment: Please attach resume and statement of qualifications for each attorney/firm nominated for potential approval.

Financial Terms: Please state the financial terms of the Debt Collection Agency’s agreement relative to legal services with this RFP (staff employee, etc.)

INTERNAL USE ONLY:

Dauphin County District Attorney’s Office: ______________________ Dated: ______

Purchasing Department: ______________________ Dated: ______
QUALIFICATION STATEMENT
#2020-02
COLLECTION SERVICES

Respondents are to provide the following points of contact within their organization:

A. Inside Contract Administrator
   
   Name: ________________________________
   
   Address: ________________________________
   
   Phone: ________________________ FAX: ________________________
   
   Email: ________________________________
   
   Hours of Availability: ________________________________

B. Field Regional Sales Representative
   
   Name: ________________________________
   
   Address: ________________________________
   
   Phone: ________________________ FAX: ________________________
   
   Email: ________________________________
   
   Hours of Availability: ________________________________

C. Customer Service Contact
   
   Name: ________________________________
   
   Address: ________________________________
   
   Phone: ________________________ FAX: ________________________
   
   Email: ________________________________
   
   Hours of Availability: ________________________________
D. Emergency Contact

Name: 

Address: 

Phone: _______________ FAX: _______________

Email: 

Hours of Availability: 

E. Local Distribution Point Contact

Name: 

Address: 

Phone: _______________ FAX: _______________

Email: 

Hours of Availability: 

F. Service Location Contact

Name: 

Address: 

Phone: _______________ FAX: _______________

Email: 

Hours of Availability: 

Guaranteed Response Time: 

REFERENCE FORM
#2020-02
COLLECTION SERVICES

Include in proposal response one (1) reference letter from each of the references provided below.

1. Company Name: ___________________________________________________________________
   Contact Person: ___________________________________________________________________
   Title: ____________________________________________________________________________
   Address: _________________________________________________________________________
   Phone: ___________________________ FAX: ___________________________
   Email: __________________________________________________________________________
   Date of Contract: ________________________________________________________________
   Brief Description of Scope of Work: ________________________________________________
                                                                                      
2. Company Name: ___________________________________________________________________
   Contact Person: ___________________________________________________________________
   Title: ____________________________________________________________________________
   Address: _________________________________________________________________________
   Phone: ___________________________ FAX: ___________________________
   Email: __________________________________________________________________________
   Date of Contract: ________________________________________________________________
   Brief Description of Scope of Work: ________________________________________________
                                                                                      


3. Company Name: ______________________________________________
   Contact Person: ______________________________________________
   Title: _______________________________________________________
   Address: _____________________________________________________
   Phone: ______________________ FAX: _____________________________
   Email: ______________________________________________________
   Date of Contract: _____________________________________________
   Brief Description of Scope of Work: ____________________________
   ___________________________________________________________
**Request for Taxpayer Identification Number and Certification**

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**Part I: Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the “Name” line 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 II 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.

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

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**Part II: Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or if 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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future Developments:** The IRS has created a page on IRS.gov for information about Form W-9. At www.irs.gov, information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**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, payments made to you in settlement of payment and third-party network transactions, accounts maintained, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person receiving 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), and
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, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct.

**Note:** If you are a U.S. person and 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.

**Definition of a U.S. Person:**

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

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 1.7701-7).

**Special Rules for Partnerships:** Partnerships conducting a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign persons’ share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person and pay the section 1446 withholding tax. Therefore, if you are a U.S. person who 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 section 1446 withholding on your share of partnership income.
NO BID/PROPOSAL REPLY FORM

BID TITLE: ___________________________  Bid Number: ______________

To assist us in evaluating bids received for this acquisition and obtaining good competition on future invitations for bid, we ask that each firm that has received an Invitation for Bid, but does not wish to bid, complete the NO BID REPLY and return it to the above address. Please state the reason(s) below for not bidding being as complete as possible. This information is intended to improve the purchasing process and will not preclude receiving future Invitations for Bid unless removal from the Vendor’s List is requested below, or a bid is not received, or, this form not returned.

Unfortunately, we must offer a “No Bid” at this time because:

____ 1. We do not wish to participate in the procurement process.

____ 2. We do not wish to submit a bid under the terms and conditions of the Invitation for Bid.
   
   Our objections are:
   
   ________________________________________________________________
   ________________________________________________________________

____ 3. We do not feel we can be competitive.

____ 4. We cannot submit a bid because of the marketing or franchising policies of our company.

____ 5. We do not wish to sell to the County.
   
   Our objections are:
   
   ________________________________________________________________
   ________________________________________________________________

____ 6. We do not sell the items/services on which bid requested.

In regards to our remaining on the County’s Vendor List:

____ We wish to remain on the County’s Vendor List.

____ We wish to be deleted from the County’s Vendor List.

Firm Name

__________________________________________________________
Signature                                      Date