REQUEST FOR PROPOSAL
#2020-01

FOR

INVESTMENT CONSULTANT SERVICES FOR
DAUPHIN COUNTY RETIREMENT TRUST FUND

Issue Date: August 3, 2020

Response Due Date: Wednesday, September 2, 2020, 11:00 AM Local Time
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Request for Proposal

Investment Consultant Services

The Dauphin County Retirement Trust Fund

1 INTRODUCTION

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

1.2 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 Board.

1.3 The Trust Fund is administered following Pennsylvania Act 96 of 1971, as amended, cited as the Pennsylvania County Pension Law. Act 96 provides for the creation, maintenance, and operation of the plan. The effective date of the plan is January 1, 1961.

1.4 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.

1.5 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 pension investment consultant to the Board for the purpose of administering the Trust Fund. In conjunction therewith the Contractor will, from time to time, provide the following services depending upon the requirements of the Board:
2.1 Investment Policy Services

2.1.1 Advise the Board with respect to overall investment policy.

2.1.2 Monitor asset class diversification, management style diversification, and active vs. passive investment ratio. Make recommendations when appropriate.

2.1.3 Monitor conformance of total fund with stated policy and managers’ portfolios with their guidelines.

2.1.4 Modify policy statement, manager guidelines, and various investment objectives, as required or directed.

2.2 Investment Management Structure and Asset Allocation Services

2.2.1 Periodically evaluate the appropriate number and type of investment managers employed.

2.2.2 Assist the Controller in the transfer of assets among managers when required or directed.

2.2.3 Prepare asset and manager allocation projections and assets in ongoing allocation decisions.

2.3 Manager and Custodian Supervision Services

2.3.1 On-going due diligence of all investment managers retained by the Board through periodic interviews.

2.3.2 Provide an annual performance evaluation of investment managers based on specific criteria and comparative data.

2.3.3 Evaluate managers' requests to modify their approach and make recommendations concerning appropriateness.

2.3.4 Continuously monitor the custodian's performance.

2.4 Performance Evaluation Services

2.4.1 Prepare standard performance evaluation reports on a monthly basis for all managers retained by the Board, individually and the total fund.

2.4.2 Review all data to ensure correctness.
2.4.3 Compute appropriate policy portfolio (benchmark) rates of return.

2.4.4 Provide universe rankings and the Public Fund Index.

2.4.5 Include universe rankings and Public Fund Index for comparable size.

2.4.6 Write a comprehensive commentary on performance on a quarterly basis.

2.4.7 Provide risk-adjusted performance evaluation to include attribution of superior and/or substandard performance to selection and timing effects.

2.5 Manager Selection Services

2.5.1 Recommend pension fund managers for selection, termination, or replacement based on specific criteria and performance data.

2.5.2 Maintain a database of domestic and international investment managers as a resource tool in the selection of pension fund managers.

2.5.3 Provide a search process to include due diligence of potential managers.

2.5.4 Negotiate fees and other matters with fund managers with the objective to control transaction, management, and other costs for fairness and reasonableness.

2.6 Attend six (6) scheduled yearly board meetings, which includes four (4) quarterly board meetings.

2.7 Provide any additional information that is necessary for the County’s Comprehensive Annual Financial Report. This will include investment activity, objectives, and any other topics deemed relevant.

2.8 Provide relevant research, educational and topical papers.

2.9 Be available to consult by telephone and in person, as required or directed.

3 TECHNICAL PROPOSAL

The technical proposal must contain the following information:

3.1 General Information regarding your Company
3.1.1 Give a brief history of your firm including the year the organization was founded.

3.1.2 Describe the ownership structure of your organization, giving specific details with regard to your parent, any affiliated companies, or any joint ventures.

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

3.1.4 Describe any changes in your organization's basic ownership structure or any other significant changes in your organization that you anticipate.

3.1.5 State whether your firm, its parent, or any affiliate is a registered investment adviser with the Securities and Exchange Commission (hereinafter “SEC”) under the Investment Advisers Act of 1940. If not, state your fiduciary classification.

3.1.6 Describe all of 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.

3.1.7 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.

3.1.8 Provide an organizational chart showing functions, positions, and title of all personnel involved in pension consultant services.

3.1.9 List the number of your firm’s professional and support employees involved in:

- 3.1.3.1 Performance Evaluation
- 3.1.3.2 Marketing
- 3.1.3.3 Client Consultation
- 3.1.3.4 Research (by area)
- 3.1.3.5 Computer Programming
- 3.1.3.6 Support Services
- 3.1.3.7 Manager Search (by asset class)
3.1.10 Provide the resumes of all principals, other professionals, and support staff expected to be assigned to this account. Include their length and type of experience in pension consulting/advising services and any specialty expertise they possess.

3.1.11 Which of the above individuals would be key to a relationship with the County? The term "key" means those persons who would exercise a major administrative, policy, or consultant role under the ensuring contract. Who would be the primary contact and back-up contact for County staff? What levels of support staffing are available to these individuals? Please describe under what circumstances new senior personnel would be added to our account team.

3.1.12 The County assumes that more than one staff member will be assigned to our account. Explain how the team dedicated to the fund would function, including lead person, back-up, quality control, and support services.

3.1.13 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 fund are traveling or unavailable. Describe your standard and emergency communication procedures.

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

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

3.1.16 Provide a current list of five (5) comparable clients, including name, contact, telephone number, asset values, and 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.

3.1.17 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.

3.1.18 Provide a list of all public fund clients and what percentage of your business is comprised of those contracts. Please note on this list any county pension fund clients in Pennsylvania utilizing Act 96.
3.1.19 Provide a list of at least three (3) private fund clients you have currently under contract.

3.1.20 Describe any circumstances under which you receive fees from investment managers.

3.1.21 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.

3.1.22 Describe any fee arrangement with any client among the assigned professional or similar professionals within your firm that is other than a hard-dollar fee for service arrangement.

3.1.23 Disclose any business arrangement with others wherein you receive compensation of any kind for the sale of database information or performance analysis to investment managers.

3.1.24 Provide a list of outstanding litigation to include any legal actions against your firm in regard to performance or any other matters.

3.1.25 Disclose any occasion when your firm, or affiliate firm, or a member of your professional staff has been fined, disciplined, or suspended by SEC, National Association of Securities Dealers, 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.

3.2 Information Regarding Full-Service Capabilities and Options

3.2.1 Describe the broadest range of services you provide to clients.

3.2.2 Describe how your organization delivers these services to your clients.

3.2.3 Describe which service option your organization feels is most appropriate for the needs of the County and why you feel this is the best option. Provide examples of the benefits this service option will provide to the County.
3.3 Specific Information Regarding Performance Measurement

3.3.1 What sources of data do you utilize for analyzing and evaluating your clients’ portfolio(s) performance? How do you incorporate contributions and withdrawals into your analysis? Please address your treatment of derivatives and illiquid assets such as real estate, alternative assets, and private equity.

3.3.2 Describe the types of reporting and analysis you can provide on investment performance at the portfolio, asset class, and fund levels. Are you able to aggregate and disaggregate all components of the total portfolio for any time period requested? How many business days do you require to complete month-end reports?

3.3.3 Discuss in detail your performance attribution analysis as it relates to individual portfolios, each individual asset class (domestic equity, fixed income, international equity, private equity, real estate, etc.), and the total fund.

3.3.4 Describe how performance is compared to similar portfolios, being specific as to approach for individual portfolios within each asset class. For example, do you have a large-cap value universe, an international equity growth universe, a fixed income universe of comparable quality and duration?

3.3.5 Describe your peer-review universe. Specifically, does your database contain a group of funds which could be used to place the Trust Fund within a valid context (size, liability structure, investment objective) for peer evaluation? Describe how peer evaluation would be addressed at both the total fund and asset class level.

3.4 Specific Information Regarding Manager Search

3.4.1 Describe in detail how investment managers are recommended for selection, termination, or replacement, including the criteria considered. Include how your firm evaluates a manager's personnel and organization; investment philosophy; investment styles and products; research and/or quantitative modeling capabilities; financial condition; assets under manager; type of clients; client service; and responsibility.

3.4.2 Describe how the search process and due diligence of investment managers is performed including a description of the staff dedicated to this function.

3.4.3 Describe your firm's methodology and sources of data for analyzing
and evaluating a potential manager's performance. Describe your firm’s databases for manager search. Discuss benchmarks and comparisons with other managers. Describe how risk is factored into this analysis. Discuss any quantitative attribution analysis that is performed.

3.4.4 How does your firm provide value beyond the provision of raw data? Do you possess any proprietary quantitative models that address style considerations? Does staff possess the direct experience in working with investment managers that enables them to provide a broad institutional perspective? Does client staff have direct access to these experts?

3.4.5 Describe how your firm negotiates fees and other matters with investment managers and indicate how transaction, management and other costs are controlled for fairness and reasonableness.

3.5 Specific Information Regarding Research Capabilities

3.5.1 If your firm also provides portfolio management or brokerage services, describe how conflicts of interest between the research and portfolio management and/or brokerage functions are prevented.

3.5.2 List the areas in which you provide research/advice, indicating those in which you feel especially qualified. Briefly describe your current/ongoing activities in each area and the resources devoted to them.

3.5.3 Comment on your firm's computer and analytical capabilities. What sort of databases and analytical tools have you developed to support your efforts?

3.5.4 List all research reports completed in the last year. Attach copies of two (2) you feel demonstrate your expertise and ability to deal with practical client problems. Please include a report that reflects the advice you provide to most clients.

3.6 Specific Information Regarding Investment Policy

3.6.1 What experience have you had writing investment policies?

3.6.2 Please outline your process for each of the following:

3.6.2.1 Development of client overall investment management policy, as well as investment policy for specific asset classes.
3.6.2.2 Development of client investment objectives.

3.6.2.3 Development of client risk management policies (i.e. policy regarding use of derivatives, securities lending, etc.).

3.6.2.4 Outline your process for analyzing a client's investment portfolio structure. Describe your process for recommending modifications to the portfolio structure as warranted by risk considerations, changes in the marketplace or benefit obligations/assumptions.

3.6.2.5 Outline your process for maintaining and providing a continuous review of your clients' investment policy, investment strategy and portfolio mix.

4 FINANCIAL PROPOSAL

4.1 Respondents must submit a separate cost proposal supported by staff utilization estimates (by service) adequate to establish the reasonableness of the proposed fee.

4.2 Respondents will propose a detailed yearly fee for each of the three contracted years and two option years. Respondents may submit separate cost proposals for various service level options; however, they should include a detailed yearly fee and describe why the organization feels that is the appropriate service level for the County.

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

4.4 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.

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

4.6 Nonacceptance of an individual offer may mean that one or more other proposals were more advantageous, or that all were rejected.

5 CONTRACTOR QUALIFICATIONS

5.1 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 facility to ensure services
within the parameters of this contract.

5.2 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.

6 COUNTY RIGHTS AND AUTHORITY

6.1 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 compliance.

6.2 The County will review and approve, prior to any implementation, all recommendations proposed by the firm.

7 PROPOSAL PROCEDURES

7.1 Questions:

7.1.1 Questions regarding this RFP must be submitted to Vincent Paese at the Dauphin County Controller’s Office via email at VPaese@dauphinc.org or AsktheController@dauphinc.org no later than Wednesday, August 19, 2020, 3:00 PM, EST.

7.1.2 Questions received after the time and date above will not receive a response.

7.1.3 All answers to questions will be posted on Public Purchase no later than Wednesday August 26, 2020.

7.2 Proposal Submission

7.2.1 Proposer must submit six (6) complete copies (one (1) marked original and five (5) marked copies) of the proposal in response to this RFP.

7.2.2 Proposals must be clearly identified on the outside of the sealed package with the words “Investment Consultant Services RFP #2020-01.”

7.2.3 Proposals must be submitted no later than 11:00 AM, EST, on Wednesday, September 2, 2020:
7.2.4 Proposals received after the time and date above will not be considered.

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

7.2.6 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.

7.2.7 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.

7.2.8 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.

7.2.9 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 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 PRESENTATIONS

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

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

8.2 Request and schedule respondent(s) to meet and schedule at a designated time, date, and County location for a presentation.
8.3 If an oral presentation is required, it will be held in the morning of October 21, 2020.

8.4 The County reserves the right to request a Best and Final Offer (BAFO) letter from one or multiple respondents following the presentations. This request may also ask for additional information and/or clarification from prospective respondents for questions that may arise as a result of the presentations.

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.

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

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

9.2.1 The Board Agreement.

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

9.2.3 The proposal submitted by the successful respondent.

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

9.4 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

10.1 The term of agreement shall begin on or about January 1, 2021 and will remain in effect through December 31, 2023. The agreement shall commence upon approval of an agreed upon contract by the Board. The County may, at its sole discretion, extend the agreement as described in Section 11 Option to Extend Performance Period.

11 OPTION TO EXTEND PERFORMANCE PERIOD
11.1 The County may, by written notice to the Contractor prior to the expiration of the contract, exercise the option to extend the terms of the contract in annual increments at the rates as proposed for a maximum additional two (2) one (1) year periods, provided that the County Retirement Board shall give the Contractor a preliminary written notice of its intent to extend at least fifteen (15) days before the contract expires. This extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in this Request for Proposal shall apply to any extension made pursuant to this option provision.

11.2 The County may, subject to agreement by the Contractor, by written notice to the Contractor prior to the expiration of the contract, extend the terms of the contract for an additional period of time up to ninety (90) days, provided that the County Purchasing Agent shall give the Contractor a preliminary written notice of its intent to extend at least fifteen (15) days before the contract expires. This extension shall be under the same terms and conditions hereof, inclusive of this option provision, at a rate(s) set and agreed upon by the County and the contractor.

11.3 The total duration of this contract, including the exercise of any option(s) under this clause shall not exceed five (5) years and ninety (90) days.

12 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.

13 OTHER TERMS AND CONDITIONS

13.1 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.

13.2 Prohibition Against Assignment

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

13.3 Contract Modification, Amendment and Termination

13.3.1 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.

13.3.2 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.

13.3.3 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.

13.3.4 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.

13.4 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.

13.5 Insurance and Taxes

13.5.1 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.

13.5.2 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.

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

**Worker's Compensation**

*Employer's Liability*
- Bodily Injury by Disease: $500,000 policy limit
- Bodily Injury by Disease employee: $100,000 disease each
- Bodily Injury by Accident: $100,000 each accident

*Automobile Liability*
- Combined single limit: $1,000,000

**General Liability with following minimum coverage:**
- General Aggregate: $2,000,000
- Products-Comp/Ops Aggregate: $2,000,000
- Personal & Advertising Injury: $1,000,000
- Each Occurrence: $1,000,000
- Medical Expense (any one person): $5,000
- Fire Damage: $50,000

*Professional Liability* $5,000,000

*Umbrella Liability* $1,000,000

13.5.4 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) Workers Comp Act 12.1.4] of said act.

13.5.5 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.

13.6 Familiarity with Proposed Work

13.6.1 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.

13.6.2 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.
13.7 Sole-Contractor

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

13.8 Non-Discrimination

13.8.1 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.

13.8.2 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.

13.9 Certification Regarding Impartiality and Conflict of Interest

13.9.1 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.

13.9.2 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.

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

13.10 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.

13.11 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.

13.12 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.

14 Conflict of Interest

14.1 For purposes of determining any possible conflict of interest, all Respondents must disclose if any County employee or the family member of a County employee, is also an owner, corporate officer, or employee of their business. Indicate either "yes" (A County employee or family member is also associated with your business), or "none". If yes, give person(s) name(s) and position(s) with your business, and a description of the person’s position, and state whether or not the person has a position of authority and/or will be involved with the contract on a daily/monthly basis. The cover letter shall include the following statement:

“Respondent by virtue of submitting this response acknowledges that the following County employee(s) or the family member of a County employee(s) is (are) also an owner, corporate officer, or employee of the Respondent’s business(s).”

Yes _______ Name(s) and Position(s)

________________________________________________________________________

Yes _______ Name(s) and Position(s)

________________________________________________________________________

Yes _______ Name(s) and Position(s)

________________________________________________________________________

None _______
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 150 North Queen Street, Dauphin, PA 17603 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 years commencing January 1, 2020 and terminating December 31, 2022. 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.

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 sub-contractors hired by the CONTRACTOR to perform work under this contract.
We, __________________________________________, on this the _____ day of
__________________, 2020 hereby:

Propose and agree to furnish and deliver INVESTMENT CONSULTANT for the County of
Dauphin, in accordance with this "Request for Proposals". The Contractor shall provide to the
County of Dauphin at locations and times designated, complete custodial 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.

Proposal Base Period
January 1, 2021 through December 31, 2023

*Investment Consultant Total Cost: $________

Management Fee (If Applicable): $________

(Provide additional detail as deemed appropriate)

Custodial Fee (If Applicable): $________

Proposal Option Year 1
January 1, 2024 through December 31, 2024

*Investment Consultant Total Cost: $________

Management Fee (If Applicable): $________

(Provide additional detail as deemed appropriate)

Custodial Fee (If Applicable): $________

Proposal Option Year 2
January 1, 2025 through December 31, 2025

*Investment Consultant Total Cost: $________

Management Fee (If Applicable): $________

(Provide additional detail as deemed appropriate)

Custodial Fee (If Applicable): $________
*Carry Totals to Proposal Signature Page

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 EIGHT (8) sets of proposal response less the following listed items, and ONE (1) complete electronic copy on a thumb drive (or other generally accepted media). Order of submission for required documents must be as follows:

- Proposal Form Signature Pages
- Proposal Pricing Form
- Non-Collusion Affidavit
- Notarization Affidavit (if applicable)
- Disclosure Statement
- Affidavit - Employee Criminal History
- Certificate - Drug Free Workplace
- Security Statement
- Qualification Statement
- W-9 Form

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

Name: ____________________________________________________________

Title: ____________________________________________________________

Address: __________________________________________________________

Phone: ___________________ FAX: ________________________________

Email: __________________________________________________________

Hours of Availability: ____________________________________________

**PROPOSAL FORM**
Proposal for: INVESTMENT CONSULTANT – DAUPHIN COUNTY (19-009)

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 response is submitted in accordance with your request for proposals for:

Investment Consultant Services for the Dauphin County Retirement Trust Fund, Dauphin, PA 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, 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 Work, the undersigned hereby agrees to furnish all materials, perform all labor, provide all services, and do all else necessary to complete the work in strict accordance with the terms of the contract documents, for the following price(s):

TOTAL BASE PERIOD COST: __________________________

TOTAL OPTION YEAR 1 COST: __________________________

TOTAL OPTION YEAR 2 COST: __________________________

In case this response is accepted the undersigned is hereby bound to enter into a written contract within ten (10) 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 response, it is understood that the unrestricted right is reserved by the County to reject any and all responses or parts thereof, or to waive any formalities or technicalities in said responses, and it is agreed that this response may not be withdrawn for a period of sixty (60) days from date of opening hereof.
The undersigned hereby certifies that this response 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 Respondent to refrain from proposing, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other Respondent.

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
INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this response. According to the Pennsylvania Antirepsonse-Rigging Act, 62 Pa. C.S.A. §4501 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with responses.

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

3. Response rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of responses 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 Respondent with responsibilities for the preparation, approval, or submission of the response.

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

5. The term "complementary response" as used in the Affidavit has the meaning commonly associated with that term in the process of preparing and submitting a response, and includes the knowing submission of responses higher than the response of another firm, any intentionally high or noncompetitive response, and any other form of response 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 response.
NON-COLLUSION AFFIDAVIT

Contract/Response 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 response.

I state that:

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

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

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

(4) The response 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 response.

(5) __________________________________________ , its affiliates,

(Name of Contractor)
subsidaries, 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 responding 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 the County in awarding the contract(s) for which this response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of the true facts relating to the submission of responses 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 responding on any public contract within the last three years, does not prohibit the County from accepting a response 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 response 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. Responses notarized without the embossed seal and without completing the following affidavit, as applicable, will automatically be rejected at the time of the response 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
_________________________________________, does not require an embossed seal on __________________________
(Name of State) (Name of State)
notarizations and the documents in this Invitation for Response are true and correct and binding under the
_________________________________________, State laws.
(Name of State)

By: _______________________________________
(Signature of Duly Authorized Representative)

Sworn to and subscribed before me

THIS ___________ DAY OF ________________, 20 __
___________________________________________
(Notary Public)

My Commission Expires: ___________________
DAUPHIN COUNTY
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 a 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 may 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
DAUPHIN COUNTY
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.
(Proposer’s Signature)

(Print Name)

_________________________
(Title)

(Company Name)

(Address)

State of ____________________________________________

County of __________________________________________

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.

NOTARY PUBLIC:

(Print Name)

______________________________________My commission expires: ________________________

(Signature)
DAUPHIN COUNTY

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.
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: ____________________________
QUALIFICATION STATEMENT
#2020-01
INVESTMENT CONSULTANT

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: ________________________________
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - Individual/sole proprietor or single-member LLC
   - Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C=corporation, S=S corporation, P=Partnership)

   Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

   (applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.) See instructions.

6. City, state, and ZIP code

7. 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester 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 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 for Part II later.

Sign Here

Signature of U.S. person

Date

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
NO BID/PROPOSAL REPLY FORM

PROPOSAL TITLE: __________________________ Proposal Number: __2020-01____

To assist us in evaluating responses received for this acquisition and obtaining good competition on future Request for Proposals, we ask that each firm that has received a Request for Proposal, but does not wish to respond, complete the NO PROPOSAL REPLY and return it to the above address. Please state the reason(s) below for not responding being as complete as possible. This information is intended to improve the purchasing process and will not preclude receiving future Request for Proposals unless removal from the Respondent’s List is requested below, or a response is not received, or, this form not returned.

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

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

____ 2. We do not wish to submit a response under the terms and conditions of the Request for Proposals.

Our objections are:

___________________________________________________________________
___________________________________________________________________

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

____ 4. We cannot submit a response 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 response requested.

In regard to our remaining on the County’s Respondent List:

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

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

Firm Name

Signature __________________________ Date ____________