NOTICE TO PROPOSERS
Addendum #1 - Issued on 04/08/14
Re: Request for Proposal 14-14-KL – APPRISE Program

This Addendum should consist of a total of 18 pages. If you have not received this Addendum in its entirety, please contact the County of Berks Purchasing Department at (610) 478-6168.

Where conflict exists between these responses and information in the original RFP package, the responses shall prevail.

A pre-proposal conference was held on April 3, 2014. The following companies were represented at the meeting:

- LuAnn Oatman  Berks Encore
- Carol Kropf  Berks Encore
- Carl Geffken  County of Berks, Chief Operations Officer
- Betty Walsh  County of Berks, Area Agency on Aging
- Todd Reinert  County of Berks, Area Agency on Aging
- Kelly Laubach  County of Berks, Purchasing Department
- Candace Noll  County of Berks, Purchasing Department
- Hannah Seiple  County of Berks, Purchasing Department

The County hereby amends the above noted Request for Proposal (RFP) as indicated herein. All other details of the RFP remain unchanged. Language that is underlined denotes that which has been added. Language that has been stricken denotes that which is hereby removed.

Following contains a list of questions asked at the pre-proposal conference or submitted in writing, and the County’s response to each question, as well as clarifications addressed. The responses to these questions form an integral part of the RFP package and these responses may alter a Proposer’s responsibilities in submitting a proposal. Where conflict exists between these responses and information in the original RFP package, the responses shall prevail.

The following statements were made at the start of the pre-proposal meeting:

- The Pennsylvania Department of Aging regulations require competitive solicitation for these services. The County is supportive of the need and process for such solicitations.
- Vendors can sign up via the County’s website (www.countyofberks.com) on the Purchasing Department page to receive e-alerts to receive email notification of future solicitations as well as notice of amendments and addendums.
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• In accordance with Section One, Clause 1.5, Proposers shall carefully review this RFP for defects, inconsistencies or ambiguities. Comments concerning defects, inconsistencies or ambiguities must be made in writing and received by the RFP’s point-of-contact (see cover page), at least seven (7) business days prior to the Proposal Deadline. This will allow for the issuance of any necessary addenda. All questions must be in writing and directed to the RFP’s point-of-contact. This RFP cannot be modified except by a written addenda issued by the County. The decision on whether an addendum is required shall be made by the County in its sole discretion. If an addendum is issued, it will be provided to all parties who were provided a copy of the RFP by the County’s Purchasing Department.

• The earlier any and all questions are submitted to the County the better for all parties as it allows ample time to properly respond and in turn ample time in which for proposers to incorporate the response as needed into their proposal.

• An addendum will be issued to respond to any and all questions and clarifications submitted and/or identified as needed by the County.

• Regardless of what is stated at this pre-proposal conference only responses in writing via an addendum shall be binding

• Follow the instructions in Section 5, which will identify all the proposal submission requirements. Remember that requested changes to the terms and conditions are considered within the evaluation committee members scoring during the evaluation process.

• The evaluation criteria identified in Section 6, are not listed by order of importance/weighting.

• Attachment A, Clause 9.2 Insurance – Please review carefully with your agency/broker to ensure that you meet or exceed all the limits and the endorsements identified therein.

SECTION ONE – Introduction and Instructions, Clause 1.8

Q1: Trade secrets as referred to in this section, please clarify what are you referring to?
A1: For the purpose of this RFP, potential proposers may have a process that they consider to be a trade secret and therefore do not wish to be disclosed. Please be advised however even if identified it may not be considered an exemption under Pennsylvania’s “Right to Know” laws (65 P.S. §§ 67.101-67.3104), and therefore would be considered public information.
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Clarification 2:

SECTION ONE – Introduction and Instructions, Clause 1.10

1.10 RFP Timeline
Following is the County’s estimated timeline for the RFP process:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>March 27, 2014</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>April 3, 2014</td>
</tr>
<tr>
<td>Cutoff for Submission of Written Questions</td>
<td>April 16, 2014</td>
</tr>
<tr>
<td>Deadline for Submission of Proposals</td>
<td>April 24, 2014</td>
</tr>
<tr>
<td>Opening of Submitted Proposals</td>
<td>April 24, 2014</td>
</tr>
<tr>
<td>County’s Review of Proposals</td>
<td>April 25 – May 2, 2014</td>
</tr>
<tr>
<td>Notify Short List Firms</td>
<td>May 5, 2014</td>
</tr>
<tr>
<td>Interview Short List Firms</td>
<td>May 12 – May 16, 2014</td>
</tr>
<tr>
<td>Issue Notice of Contract Award</td>
<td>May 19 – May 30, 2014</td>
</tr>
<tr>
<td>Commencement of Work</td>
<td>July 1, 2014</td>
</tr>
</tbody>
</table>

Clarification 3:

SECTION 4 – Specifications, Clause 4.1

4.1 Purpose

4.1.1 Vendor will be responsible for the coordination of the APPRISE program in Berks County following the standards specified by the Pennsylvania Department of Aging (PDA). The County has established a goal of 15,000 contacts for APPRISE for the calendar year with no maximum. Vendor shall be required to have a standard of 15 volunteers working a minimum of 15 hours per quarter.

4.1.2 APPRISE is the designated State Health Insurance Assistance Program (SHIP) in Pennsylvania and is administered by PDA. APPRISE helps people with Medicare understand and navigate their health care coverage options so they can make sound decisions.
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4.1.3 Vendor shall have APPRISE Certified Medicare Counselors (hereinafter “Counselors”) who are specially trained volunteers to answer questions about Medicare, Medigap, Medicare Advantage plans, prescription drug coverage, Long Term Care, and preventive care. Counselors shall serve as advocates for people with Medicare who require help filing a claim or resolving a dispute over their health care. Counselors shall be provided with direct access to State and Federal Medicare information and resources. All volunteers shall be trained by the Telecenter Coordinator, shadowing staff (for a minimum of 3 days). Training shall also consist of reviewing the APPRISE coordinator manual and completing a three-day new counselor training, two-day advanced counselor training, and attend at least two regional update sessions per year as conducted by the PDA.

4.1.4 Vendor shall recruit and organize teams of volunteers to provide individual counseling and assistance, community education presentations and printed materials to the public. Counselors shall conduct client counseling via telephone or in person.

4.1.5 Counselors shall be responsible for topics that include but are not limited to the following: Medicare Benefits and Enrollment; Medigap Policies (Medicare supplement insurance); Medicare Advantage Plans; Medicare Prescription Drug (Part D) Plans; Medical assistance for people on Medicare; Programs for Low-Income subsidy; Long Term Care Insurance and Long Term Care Medicaid; PACE/PACENET, Pennsylvania’s State Pharmaceutical Assistance Programs, Medicare Savings Program, Medical Assistance for Workers with Disabilities (MAWD), Fraud Prevention Education; Complaints, Appeals and Complex Case Resolution.

4.1.6 Utilizing the 2013/2014 Block Grant as a basis the County of Berks estimates it will have an aggregate dollar figure of $113,000 for all services identified herein.

4.2.1.3 Attend all State of Pennsylvania sponsored APPRISE meetings.

4.2.1.4 The attached County’s Business Associate Addendum is hereby incorporated herein and made a part of this Agreement to assure that the Business Associate complies with the requirements of the Health Insurance Portability and Protection Act (“HIPPA”) and regulations promulgated there under in the performance of services on behalf of the County.

4.2.1.5 Vendor shall put in place a plan that will result in monthly monitoring for its current operations in order to determine and make the necessary changes to ensure they are operating in the most efficient and effective manner possible.
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The plan shall include but not be limited to analyzing statistics of the various operations.

4.2.1.6 4.2.1.5 Recruit individuals to serve as volunteers, whom will perform APPRISE activities using program specific materials, volunteer listings, presentations to local organizations, businesses, church/synagogue bulletins, press releases, etc.

4.2.1.7 4.2.1.6 Interview prospective volunteers, obtain at minimum one personal and one professional reference, and determine sustainability for serving as a volunteer with the program.

4.2.1.8 4.2.1.7 Provide orientation for new volunteers and arrange for initial training of volunteers using the Department’s existing training materials and PDA sponsored APPRISE training. Orientation shall include, but not be limited to the following:

4.2.1.8.1 4.2.1.7.1 Reviewing the APPRISE coordinator manual;
4.2.1.8.2 4.2.1.7.2 Completing a three-day new counselor training;
4.2.1.8.3 4.2.1.7.3 Completing a two-day advanced counselor training.

4.2.1.9 4.2.1.8 Schedule and coordinate at minimum, quarterly in-service meetings, on-going periodic training updates for all volunteers, including the use of speakers, videotapes and group discussions each calendar year.

4.2.2.1 4.2.1.9 Provide ongoing supervision, support, technical assistance and guidance to volunteers to include but not be limited to:

4.2.1.9.1 Monthly telephone contact with volunteers
4.2.1.9.2 Provide additional training as needed
4.2.1.9.3 Put into place a supervision plan in order to verify that volunteers operate within the standards of the APPRISE program
4.2.1.9.4 Assist and review of volunteer monthly reporting

4.2.1.10 Develop and provide volunteer recognition efforts designed to strengthen volunteer commitment and retention.
4.2.2.2 4.2.1.11 Secure new and operate APPRISE counseling sites in Northern, Southern, Eastern, Western and Central Berks County. It shall be at the discretion of the County to determine if adequate coverage has been attained. Vendor shall be responsible to attain additional sites at the discretion of the County if adequate coverage is not attained.

4.2.2.3 4.2.1.12 Copying and distribution of information to current volunteers.

4.2.2.4 4.2.1.13 Organize, advertise via newspaper, publications, television and/or radio, as well as facilitate public meetings educating the public on the Medicare program and overall APPRISE program, each on a monthly basis.

4.2.2.5 4.2.1.14 Serve as a liaison to the State APPRISE Coordinator.

4.2.2.6 4.2.1.15 Completion of monthly statistical reports as directed by County. Reports shall include, but may not be limited to: (Reports may be in electronic format as well as paper copy.)

4.2.2.6.1 4.2.1.15.1 Total number of consumers that were assisted via phone, e-mail, and/or face-to-face;

4.2.2.6.2 4.2.1.15.2 Description of what type of assistance was provided.

4.2.2.7 4.2.1.16 Enter and maintain data on SHIP database. Data to be entered within established timeframes. Vendor upon request shall be provided with direct user access for the purpose of entering and exporting data from the SHIP database to complete said requirements and reports.

4.2.2.8 4.2.1.17 Travel to and attend trainings/conferences and other meetings as required by the State. Conference and training shall include, but not be limited to the following:

4.2.2.8.1 4.2.1.17.1 Three-day new counselor training;
4.2.2.8.2 4.2.1.17.2 Two-day advanced counselor training;
4.2.2.8.3 4.2.1.17.3 Two (2) regional update trainings held annually;
4.2.2.8.4 4.2.1.17.4 One (1) annual conference;
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4.2.4 One day per week, as determined by Berks County AAA and/or PDA respond to calls received through the State of Pennsylvania APPRISE hotline. Staff and/or volunteers shall be present from 8:00AM to 4:00PM to respond to all calls received. The day of the week shall be subject to change as needed at the discretion of Berks County AAA and/or PDA. Vendor will be notified within 24 hours if and when Berks County AAA receives a change in scheduling from PDA.

4.2.5 Vendor will be expected to work cooperatively as a community partner in the County’s effort to implement a unified system of care that maximizes all resources around an individual or family to meet their goals. Services should be delivered from a strengths-based, family centered perspective. The Proposer shall participate in trainings, meetings, forums, etc. offered about implementing the System of Care “Best Practice Guidelines” and fully cooperates in supporting a System of Care approach by participating in single plan of care meetings for individuals and families served through the Proposer.

SECTION 4 – Specifications, Clause 4.2.2.2
Q4: As the current vendor do we need to secure additional net new APPRISE sites? Is our current compliment of sites sufficient?
A4: The current sites for the incumbent vendor are sufficient to meet the requirements established under Section 4, Specifications, what is now identified as Clause 4.2.1.11.

SECTION 4 – Specifications
Q5: Is the APPRISE hotline part of this RFP?
A5: Yes, the specifications have been amended to add Clause 4.2.4 which identifies the specifications/requirements for the APPRISE Hotline.

Clarification 6:

SECTION 4 – Specifications, Clause 4.3, a.

4.3 Qualifications / Experience

a. Proposing Firm
The proposing firm shall at minimum:

• have three (3) years experience in Pennsylvania, facilitating an APPRISE Program
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- have demonstrated past performance related to the ability to meet schedules and
deadlines
- have demonstrated past exceptional performance related to developing and
implementing programming

Clarification 7:

SECTION 4 – Specifications, Clause 4.3, b.

b. Program Team
  The program manager shall at minimum:
  - have three (3) years experience in Pennsylvania, facilitating an APPRISE
    Program.
  - on past programs have demonstrated skills, technical knowledge, and
    administrative capability to serve all the requirements of the proposed program
    specifications
  - possess certifications, licenses and proficiency in the application of requirements
    and guidelines as applicable.

Clarification 8:

SECTION 5 – Proposal Format and Content, Clause 5.1

5.1 Submission of Proposal

Proposals shall be submitted with one (1) original and four (4) copies printed on 8½” x 11” paper,
and one (1) word searchable electronic copy in the form of a memory stick or CD to: County of
Berks, c/o County Controller, Berks County Services Center, 633 Court Street, 12th Floor,
Reading, PA, 19601. The original Proposal shall be marked “original” and each copy of the
Proposal must be a complete copy of the original including all attachments and appendixes.

Proposals shall be submitted in two (2) parts – a “Technical Proposal” and “Price Proposal”. The
Technical Proposal shall cover the technical aspects of the Services, but shall not include any
mention of proposed fees or out-of-pocket expenses. The Price Proposal shall include all details
as required under Section 5, Clause 5.12, as to the fees charged and out-of-pocket expenses to be
billed for the comprehensive completion of Services. The Technical Proposal and the Price
Proposal shall be submitted in separate sealed, opaque envelopes or containers with the words
clearly printed on the outside of each package. Proposals received via facsimile will not be considered.

Each Proposal section enumerated in paragraph 5.4 through 5.12 must be clearly identified and tabbed in the submitted Proposal.

Clarification 9:

SECTION 5 – Proposal Format and Content, Clause 5.5

Each Proposal shall address the company’s qualifications for the development and completion of the Services based on the following:

a. List and describe the company’s experience with county government Care Management APPRISE Program programs as well as other government Care Management Program programs. For each listed program include: name and location of program; reference contact name and telephone number; estimated total program cost and actual total program cost and number of consumers served; planned program completion start date and actual program completion end date; summary description of the program.

b. Identify the program manager and submit this individual’s credentials (work/program experience and education), evidencing the experience required in Section 8.2 herein. List the names and titles of your planned program team members and describe their individual levels of experience and expertise with this type of program, evidencing the experience required in Section 8.2 herein. Include an organizational chart showing the reporting structure of the team members.

c. Describe the company’s capacity to execute the Services within the proposed schedule term. Describe the company’s willingness and ability to commit personnel to meet the scope and schedule of the Services. (Include a list of current programs and the anticipated completion end dates of these programs.)

d. Identify the number of volunteers the vendor currently has for this service.

e. Outline the process and procedure under which a volunteer is recruited and accepted in the program.

f. Identify and provide the complete address for each APPRISE location.

g. Provide any and all current statistics for the program in the form of reports and/or spreadsheets. The reports and/or spreadsheets should mirror in form what the Vendor intends to provide if awarded the contract.
Clarification 10:

SECTION 5 – Proposal Format and Content, Clause 5.10

5.2 Program Schedule
Proposals shall include the Proposer’s planned program schedule including expected completion time periods for each task defined in Section 4 – Specifications, and an expected completion time period for the overall program, during the term of the agreement.

SECTION 5 – Proposal Format and Content, Clause 5.12
Q11: Do we need to submit separate price proposal for each APPRISE site?
A11: No, the price proposal to be submitted will be for the entirety of the program.

SECTION 5 – Proposal Format and Content, Clause 5.12
Q12: If our total annual costs within the price proposal are in excess of the funding available as identified herein, does the County want to know how and where the additional funding to operate the program will be obtained?
A12: If the total annual costs exceed the figure identified in Section 4, Clause 4.1.6 then the vendor should identify as part of their cost proposal how and where they will obtain the remaining additional funding to operate the program. Please refer to Section 5, Clause 5.12.3 below for further details.

SECTION 5 – Proposal Format and Content, Clause 5.12
Q13: If our positions are different than those listed on the chart how should this be addressed?
A13: The chart you submit as part of your price proposal should be updated to include the appropriate titles for any and all staff required to perform and/or manage the services.

Clarification 14:

SECTION 5 – Proposal Format and Content, Clause 5.12

5.12 Price Proposal (the paper and electronic Price Proposal shall be submitted in a separate sealed envelope for the hard copy and a separate memory stick or CD for the electronic version)

Price Proposals must include:

<table>
<thead>
<tr>
<th>Care Management APPRISE Program</th>
<th>Year 1 7/1/14 – 6/30/15</th>
<th>Year 2 7/1/15 – 6/30/16</th>
<th>Year 3 7/1/16 – 6/30/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Cost Breakdown</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries by Position:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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<table>
<thead>
<tr>
<th>Care Management APPRISE Program Monthly Cost Breakdown</th>
<th>Year 1 7/1/14 – 6/30/15</th>
<th>Year 2 7/1/15 – 6/30/16</th>
<th>Year 3 7/1/16 – 6/30/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Director</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Coordinator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Activity Coordinator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Programs/Operation Facilitator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accountant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meal Preparation/Cooks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**Fringes by Position:**

| Program Director                                      |                          |                          |                          |
| Program Coordinator                                    |                          |                          |                          |
| Activity Coordinator                                   |                          |                          |                          |
| Special Programs/Operation Facilitator                 |                          |                          |                          |
| Meal Preparation/Cooks                                 |                          |                          |                          |
| **Subtotal**                                           |                          |                          |                          |

**Occupancy:**

| Rent                                                  |                          |                          |                          |
| Utilities(List)*                                      |                          |                          |                          |
| Building & Ground Maintenance                         |                          |                          |                          |
| Building Insurance                                     |                          |                          |                          |
| Other (List)*                                          |                          |                          |                          |
| **Subtotal**                                           |                          |                          |                          |

**Communications:**

| Telephone                                             |                          |                          |                          |
| Postage                                               |                          |                          |                          |
| Printing(List)*                                       |                          |                          |                          |
| Other (List)*                                          |                          |                          |                          |
| **Subtotal**                                           |                          |                          |                          |

**Supplies/Minor Equipment:**

| Equipment Maint.                                      |                          |                          |                          |
| Office Supplies                                       |                          |                          |                          |
| Program Supplies                                      |                          |                          |                          |
| Minor Equipment (List)*                                |                          |                          |                          |
| Copier/Postage Meter                                  |                          |                          |                          |
| **Subtotal**                                           |                          |                          |                          |

**Transportation:**

|                                                      |                          |                          |                          |
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<table>
<thead>
<tr>
<th>Core Management APPRISE Program Monthly Cost Breakdown</th>
<th>Year 1 7/1/14 – 6/30/15</th>
<th>Year 2 7/1/15 – 6/30/16</th>
<th>Year 3 7/1/16 – 6/30/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Expenses for Meetings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotel, Food, etc.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Staff Travel (# Miles at current per mile rate)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (List)*</td>
<td></td>
<td></td>
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<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
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<tr>
<td>Contract Services:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounting</td>
<td></td>
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<tr>
<td>Other (List)*</td>
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<td></td>
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</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Other Operating Costs:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advertising</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dues/Memberships</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conference Dues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Recruitment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Training (includes Travel)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability Insurance</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Other (List)*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Assets (List)*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Annual Cost</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(equal to total of all subtotals here)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Monthly Cost/Fe</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5.12.1 *Vendor must provide a detailed listing of these items with their price proposal

The Agreement resulting from the award of this RFP will be for a not to exceed monthly amount as determined by BCAA of $675,000.00 for Year 1. Additional years will be determined at a later date.

5.12.2 Capitalized fixed assets Vendor shall include depreciation expense.

5.12.3 Providers are to take into account the project funding available for the services outlined herein as identified in Section 4, Specifications. Refer to Attachment A, Proposed Form of Agreement and General Terms, Clause, 11, 40 and 41 for further details pertaining to funding and allocation.
Clarification 15:
ATTACHMENT A – Proposed Form of Agreement and General Conditions, Clause 6

6. Fees


Clarification 16:
ATTACHMENT A – Proposed Form of Agreement and General Conditions, Clause 7

7. Notices and Program Manager
All necessary coordination and communication required to carry out this Agreement, including meetings between the parties, as well as all written notices, shall be done through the individuals indicated below. Written notices shall be effective when delivered by hand, or if sent by registered or certified mail, or verified facsimile, or by confirmed courier to the address of each party indicated below.

<table>
<thead>
<tr>
<th>County:</th>
<th>Vendor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention</td>
<td>Deputy Director, Berks</td>
</tr>
<tr>
<td></td>
<td>County Area Agency on Aging</td>
</tr>
<tr>
<td>Address</td>
<td>633 Court Street</td>
</tr>
<tr>
<td></td>
<td>8th Floor, Services Center</td>
</tr>
<tr>
<td>Telephone</td>
<td>Reading, PA 19601</td>
</tr>
<tr>
<td>Fax</td>
<td>610-478-6500</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:jjones@coountyofberks.com">jjones@coountyofberks.com</a></td>
</tr>
</tbody>
</table>

Written notices shall be copied to: County of Berks, Attn: Kelly A. Laubach, Berks County Services Center, 633 Court Street, 13th Floor, Reading, PA, 19601. Fax: 610-898-7404.
Clarification 17:

ATTACHEMENT A – Proposed Form of Agreement and General Conditions, Clause 8

8. **Invoicing / Payment**

**Invoices must reference the above noted Agreement number.** Original invoices shall be submitted to: County of Berks, Attn: Fiscal Manager, Berks County Area Agency On Aging, 8th Floor, Services Center, Reading, PA 19601.

Vendor may submit invoices no more than once per month for Services properly performed under this Agreement by the 10th of each month. No advance payments or billings are allowed. (Payment by the County shall require the submittal of an itemized invoice, which shall include, but not be limited to, a description of the Services performed, the associated fee for each task, and the date(s) of performance for each task). The County shall render payment within forty-five (45) thirty (30) days of the County’s receipt of a properly prepared invoice. Payment shall be considered made when the County mails the check. Undisputed amounts unpaid after thirty (30) days of the County’s receipt of a properly prepared invoice shall bear interest at a rate of three percent (3%) per annum.

Clarification 18: **NOTE THE ADDITIONAL INSURED REQUIREMENT WILL REMAIN**

ATTACHEMENT A – Proposed Form of Agreement and General Conditions, Clause 9

9. **Insurance**

9.2 Prior to the commencement of the performance of Services, Vendor shall furnish to the County a certificate of insurance evidencing all required coverage with at least the limits required herein, naming the County of Berks, its elected officials, agents, and employees as Additional Insured for “ongoing operations” and “products and completed operations” for a period of three (3) years after final payment under the Commercial General Liability Coverage. Coverage should be provided by ISO Endorsements CG20 10 07 04 and CG2037 07 04 or their equivalent. Vendor’s Commercial General Liability and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the Additional Insured is a Named Insured. To the fullest extent permitted by applicable state law, all policies shall contain a Waiver of Subrogation Clause. The Certificate shall note the program and provide that no policies may be cancelled without thirty (30) days advance notice to the County. Such certificate shall be issued to: County of Berks, Attn: Contract Coordinator, 633 Court Street, 13th Floor Services Center, Reading, PA 19601. All insurance policies shall be in effect with companies holding an A.M. Best rating of “A-” or better or financial rating of 1X or better with the A.M. Best’s Company Key Rating, Guide Latest Edition and shall be licensed or authorized to do...
business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the County. Said policies shall remain in full force and effect until the expiration of the terms of the Agreement or until completion of all duties to be performed hereunder by the Vendor, whichever shall occur later.

Clarification 19:

ATTACHMENT A – Proposed Form of Agreement and General Conditions, Clause 44

44. **Travel Expenses**
Reimbursement for travel expenses of the staff of the Vendor agency under the provisions of the Agreement shall be subject to the following conditions: **All costs shall be part of the not to exceed contract amount.**

44.1 Travel outside the State must have prior approval of the Area Agency.

44.2 Living and travel expenses, with itemized receipts, to be paid under the terms of this Agreement, will be reimbursed by the Vendor, at prevailing County rates, unless otherwise specified.

44.3 Travel and expenses for other than state Aging approved events of more than $200.00 must receive prior approval by the Area Agency.

Clarification 20:

ATTACHMENT A – Proposed Form of Agreement and General Conditions, Clause 46

46. **Debarment/Tax Liabilities**

46.1.7.4 The Vendor may obtain a current list of suspended and debarred Commonwealth providers by accessing:
http://www.dgsweb.state.pa.us/Debarment_list or contacting the:

| Department of General Services |
| Office of Chief Counsel |
| 603 North Office Building |
| Harrisburg, PA 17125 |
| Telephone No: 717-783-6472 |
| FAX No.: 717-787-9138 |
NOTICE TO PROPOSERS
Addendum #1 - Issued on 04/08/14
Re: Request for Proposal 14-14-KL – APPRISE Program

46.1.7.5 It shall be the responsibility of the vendor to determine and utilize the appropriate site for said database.

Clarification 21:

ATTACHMENT A – Proposed Form of Agreement and General Conditions, Clause 53

53 Property and Supplies

53.1 Vendor agrees to use its best efforts to obtain all supplies and equipment for use in the performance of this Agreement at the lowest practicable cost and to purchase all supplies and equipment over $2,000.00 by means of a system of competitive bidding and/or quoting as required under the provisions of the 3rd Class County Code, Article XVIII and/or Federal Acquisitions Regulations, as applicable.

53.2 In addition, the Vendor shall maintain and administer with sound business practice a program for maintenance, repair, preservation and insurance of property.

53.3 Any vehicle purchased by the Vendor with Aging funds shall be adequately insured to cover occasional operation by Berks County Area Agency on Aging staff; said insurance to be in an amount approved by Berks County Area Agency on Aging and proof of said insurance shall be provided to Berks County Area Agency On Aging yearly.

53.2 53.4 Title to all property furnished by the Department of Aging through the Area Agency Agreements shall remain with the said Department. Title to all property acquired by the Vendor, including purchase by lease-purchase agreement, for the cost of which the Vendor is to be reimbursed under this Agreement, shall vest in the Vendor during the term of this Agreement unless otherwise noted in the Agreement. Upon cancellation or termination of this Agreement, disposition of such purchased property that has remaining useful life shall be made in accordance with the following provisions:

53.2.1 53.4.1 If the Vendor wishes to retain any items of such purchased property, both parties will arrange for an independent third party appraisal (agreed upon by the Area Agency) of these property items and will reimburse said Department for the value of the remaining life of the property on the basis of such appraisals;

53.2.2 53.4.2 The Vendor may sell the property and reimburse said Department for its appropriate share providing said Department is notified ten days in advance of the date of sale, and prior written approval is received from the Secretary of Aging, the Governor's Office of Administration and the Area Agency.
NOTICE TO PROPOSERS
Addendum #1 - Issued on 04/08/14
Re: Request for Proposal 14-14-KL – APPRISE Program

§3.3—53.5 The Commonwealth property and any property purchased under this Agreement shall, unless otherwise provided herein or approved in writing by said Department, be used only for the performance of this Agreement. In the event the Vendor is compensated for any loss, destruction or damage to the property, the Vendor shall renovate, repair, or replace the property. Any proceeds shall be credited to the Agreement.

Clarification 22:

ATTACHEMENT B – NON-COLLUSION AFFADAVIT

Proposals must be submitted with this amended Non-Collusion Affidavit.
NON-COLLUSION AFFIDAVIT

State of _________________________________________
County of _________________________________________

________________________________________________, being first duly sworn, deposes and says that:

(1) He/She is _____________________________________ ______________________
(Owner, Partner, Officer, Representative or Agent of Proposer)

of ____________________________________________________________, the Proposer that

(Name of the Proposer)

has submitted the attached Proposal;

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all
pertinent circumstances respecting such Proposal;
(3) Such Proposal is genuine and is not a collusive or sham Proposal;
(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly
or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal or complementary
Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in
connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or
communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal
or of any other Proposer, or to fix any overhead, profit or cost element of the prices in the Proposal or the price of any
other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage
against the City of Reading County of Berks or any person interested in the proposed Agreement;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents,
representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have
any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and
the City of Reading County of Berks, which the Proposer will be required to perform.

I state that ________________________________ understands

(Name of Proposer)

and acknowledges that the above representations are material and important, and will be relied on by the City of
Reading County of Berks in awarding the Agreement for which the Proposal is submitted. I understand and the
Proposer understands that any misstatement in this Non-Collusion Affidavit is and shall be treated as fraudulent
concealment from the City of Reading County of Berks of the true facts relating to the submission of proposals for this
Agreement.

Name: ____________________________________________

By: ____________________________________________
Authorized Signatory

Title: ____________________________________________
President or Vice President

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _________ DAY
OF _____________, 20___

________________________________________
Notary Public

My Commission Expires: ________________