

RFP06-07

City of Concord, New Hampshire

Purchasing Division

ACTUARIAL VALUATION OF OTHER POST EMPLOYMENT BENEFITS

Prepared for, and in coordination with the

FINANCE AND PERSONNEL DEPARTMENTS

Contract Documents
Proposal Documents
Specifications

Firm: _____

PROPOSAL DUE DATE/TIME: OCTOBER 18, 2006 NOT LATER THAN 2:00 PM



City of Concord, New Hampshire

PURCHASING DIVISION

41 GREEN STREET

CONCORD, NH 03301

(603) 225-8530 FAX: (603)230-3656

www.onconcord.com/purchasing

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm to provide actuarial services for the valuation of the City's retired employee health insurance obligations in accordance with GASB Statement 45. The firm must be lawfully engaged in providing actuarial services in the State of New Hampshire.

An overview and detailed specifications are provided later in the Request for Proposals (RFP).

Proposals must be received **not later than 2:00 PM on October 18, 2006** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted to the **Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP06-07

Actuarial Valuation of Other Post Employment Benefits"

Requests may be issued only by the Purchasing Agent, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Agent.

Complete copies of RFP06-07 are available from the Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301 (603-225-8530) or at www.onconcord.com/Purchasing.

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

Failure to submit all information as detailed on the Proposal Submission Checklist on Page 28 and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

All proposals are advertised in the Concord Monitor and periodically in other various publications, on Concord Cable Channel 17, and are posted publicly at (1) City of Concord, City Hall, 1st Floor, 41 Green Street, Concord, NH 03301 and (2) on the City of Concord web site at www.onconcord.com/purchasing.

CITY OF CONCORD, NEW HAMPSHIRE

Douglas B. Ross, Purchasing Agent

Date: _____

Proposal Due Date/Time: October 18, 2006 not later than 2:00 PM

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I. General Terms and Conditions

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all requested services unless specific directions in the advertisement, on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), prices quoted shall remain firm for a period of **sixty (60) calendar days** after the date and time for receipt of proposals.

Any questions or inquiries must be submitted in writing, and must be received by the Finance Department no later than **seven (7) calendar days** before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record in the form of an addendum issued by the Purchasing Agent. Contact persons for questions concerning the RFP shall be:

Terms and Conditions Questions: Douglas B. Ross, Purchasing Agent, 41 Green Street, Concord, NH 03301, Telephone: (603) 225-8530 or Email: dross@onconcord.com

The Proposer shall not divulge, discuss or compare this proposal with the proposal of any other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of services is allowed. Any such violation will result in the rejection of the offender's proposal or termination of the offender's contract, as applicable, and removal from the Proposal List).

The vendor may be required to supply proof of compliance with proposal specifications. All costs for such proof or certificates of compliance shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B.: Destination.

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

PROPOSAL RESULTS:

All proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

TIE PROPOSALS:

When identical proposals are received, with respect to finance advice, cost, service delivery and quality and an institution's financial adequacy award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists

between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

LIMITATIONS: This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all Proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

PROPOSAL EVALUATION ASSISTANCE:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts are awarded only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the qualifications and experience of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's delivery and quality of the requested service, the Proposer's financial adequacy and the Proposer's fee proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event

of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Proposer will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the City.

EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award not as a penalty, but as liquidation of damages to the City.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by this RFP, acceptable to the City, at the proposer's sole expense, with

reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to **thirty (30) calendar days** prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

Attached to this RFP are the requirements for insurance, which must remain in force during the life of the agreement. Prior to contract signing, the successful vendor shall submit evidence of insurability in the form of a Certificate of Insurance to show that the required insurance is currently in force. This Certificate of Insurance shall name the City of Concord as an additional insured.

WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTRACT FOR CAUSE:

If, through any cause, the Proposer shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Proposer shall violate any of the covenants, agreements or stipulations of any Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Proposer of such termination. In such event, all finished or unfinished work, services, documents, plans, data programs and reports prepared by the Proposer under any Contract shall become the City's property and the Proposer shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Proposer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any Contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR CONVENIENCE OF THE CITY:

The City may terminate any Contract at any time by giving written notice to the Proposer of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If the City terminates the Contract provided herein, the Proposer shall be paid an amount which bears the same ratio to the total compensation as the services covered by any Contract.

ASSIGNMENT PROVISION:

The contractor/vendor hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful vendor shall belong exclusively to the City.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all

items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$\$\$\$\$\$\$\$
Plus/minus Change Orders	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Less Retainage (if any)	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice	\$\$\$\$\$\$\$\$
Balance Remaining on Contract	\$\$\$\$\$\$\$\$

All invoices must reference a valid City of Concord Purchase Order Number

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later. **ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.**

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

EXCLUSIVITY:

This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.

COSTS:

Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, materials, transportation and discounts. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least **three (3) years** after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either part, the Contract shall forthwith be physically amended to make such insertion or correction.

NON-RECRUITMENT OF PERSONNEL

During the term of the Agreement and for **twenty-four (24) months** thereafter, the City and the successful vendor party agree not to solicit or hire current or former employees without the other's prior written consent.

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

CONTRACT

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposals (RFP) and any amendments thereto, (2) the Vendor's proposal in response to the RFP and (3) any subsequent modifications to the RFP terms, conditions, specifications and proposal prices based on discussions between the City and the Vendor. In the event of a conflict in language between documents (1), (2) and (3) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP, the Vendor's proposal and subsequent RFP/proposal modifications. In all other matters, not affected by written clarification, if any, the RFP shall govern. The Vendor is cautioned that a submitted proposal shall be subject to acceptance without further clarification.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

II. Introduction

General City Information

The City of Concord is located in Merrimack County, approximately 70 miles north of Boston on the Merrimack River in south-central New Hampshire. The City has a population of approximately 42,970 (State of NH Est.) and occupies a land area of 64 square miles.

Originally settled in 1727, Concord was incorporated in 1765 and established as the state capital in 1808. Government is by an elected 15-member council and an appointed City Manager. The City also serves as the Merrimack County seat and Federal Court seat.

The 2007 adopted capital and operating budget is \$70 million. Full time equivalent employees included within the budget are 506. More information about the City can be found on its web site at: <http://www.onconcord.com/>

The City operates on a fiscal year beginning July 1. [Comprehensive Annual Financial Reports](#) are available on the City's web site.

The adopted [FY2007 City budget](#) can also be found on the web site.

Municipal Services

The City provides general governmental services for the territory within its boundaries, including police and fire protection, disposal of garbage and rubbish, water and sewer services, a growing municipal airport, library, highways, and street and sidewalk maintenance. In addition, the City maintains 23 parks and playgrounds, 7 of which have swimming pools an ice arena and golf course. The total land area of these recreational facilities is approximately 7 square miles.

Two separate public school districts serve the City. The Schools are separate legal and financial entities from the City. The City however collects property taxes for both school districts and the county in addition to municipal taxes.

The City operates in accordance with an adopted City charter under the direction of a professional City Manager appointed by an elected City Council. City Manager Thomas Aspell has appointing authority for all employees including those who will be the contacts for this project.

Project Contacts

- Purchasing Agent Douglas Ross (603-230-3664) will handle all proposal and contracting inquiries and matters.
- Finance Director James R. Howard (603-225-8561) will assume the project lead for the City after contract execution.
- Director of Personnel and Labor Relations Norman C. O'Neil (603-225-8535).
- City Controller Ms. Nancy Woods (603-230-3651) will be the daily contact for accounting information.

- Personnel Program Administrator Ms. Toni Flewelling (603-230-3725) will be the resource for benefits detail.

III. Plan Description

The City of Concord is seeking services from a qualified health care actuary to prepare a valuation of the City's Retired Employee Health Insurance obligation in accordance with GASB Statement 45. The City is an employer that provides Other Post Employment Benefits (OPEB).

According to this statement the City must implement this statement for the fiscal year ending June 30, 2009.

Applicable Benefits

NH State law requires all municipalities to allow retirees to remain on that government's health and dental plans regardless of who pays; the State, City or the Retiree. Retiree health coverage is not required by Union agreement or Personnel Rules. Post retirement health benefits however are provided under a special policy initiated in 1980. Full text of the City paid Retired Employee Health Insurance Policy Memorandum is attached at Appendix A.

The City provides health and some other benefits to its active employees through a cafeteria plan. Retirees cannot participate in the cafeteria plan.

The City also makes available a dental program for active employees as well as retirees. No contribution to the dental program is provided by the City for either active employees or retirees. Active employees, however, can utilize excess dollars available in the cafeteria plan to purchase dental coverage.

City Paid Retired Employee Health Benefit

In summary, the City of Concord by council approval and annually adopted appropriation provides a City Paid Retiree Health Benefit for all eligible retirees up to the level of premium paid to active City employees (with the exception, later identified, for employees married to each other.) Eligibility requirements include 10 years of service to the City, age 62 unless approved for disability retirement (with no City service requirement) or age 60 with 35 years of service. Employees hired after January 1, 1991 are not eligible for the paid City retiree health benefit.

The FY2007 plan year maximum limit of premium paid for active employees is:

Single Plan: \$5391/12 = \$449.25/month

Two-Person Plan - \$10804/12 = \$900.33/month

The method for prospectively calculating the increase in future years is as follows: Effective each July 1 the amount of the employer's contribution will increase by an amount equal to $[(\text{New Two tier POS rate} \times 1.2712) - (\text{current two tier POS rate} \times 1.2712)]/2$. Costs above this ceiling will be borne by the retiree (with the exception for employees married to each other or those receiving the State of NH Retiree Health Subsidy referenced below). The City subsidy is approximately equivalent to 65% of the increase being paid by the City and 35% by the retiree. The State subsidy would be applied first, then the City Subsidy would be applied prior to the retiree incurring any premium deductions.

State of New Hampshire Retiree Health Subsidy

The NHRS has two subgroups within which City retirees are enrolled that have different retirement and retiree health subsidy eligibility provisions. Current law provides that subsidies increase 8% per year each July 1.

Based upon most recent actuarial assumptions prepared by the NHRS, the medical subsidy will run out for Group I retirees in 2011, Group II police will run out in 2019 and Group II Fire will run out in 2022. Additional information about the NHRS and its medical subsidy program can be found at: <http://webster.state.nh.us/retirement/>

GROUP I EMPLOYEES

What is the Medical Subsidy?

RSA 100-A:52-a provides a medical insurance subsidy to qualified retired teachers and Political Subdivision employees.

The medical subsidy is a payment made by NHRS toward the cost of health insurance for the qualified retired member and the retired member's qualified spouse and certifiably dependent children with a disability.

Under specific conditions, the qualified beneficiaries of members who die while in service may also be eligible for the medical subsidy.

Eligibility Requirements

A qualified retiree and his/her qualified spouse and certifiably dependent children with a - disability may be eligible for the medical subsidy if the retiree meets the following requirements:

- ◆ Members with at least 20 years of creditable service as a Group I teacher or Political Subdivision member, who retire on Service, Early Service, Vested Deferred, or Ordinary Disability retirement on or before July 1, 2008, will be eligible at age 60.
- ◆ Members with at least 30 years of Group I creditable service, who retire on Service, Early Service, Vested Deferred or Ordinary Disability retirement on or before July 1, 2008, will be eligible at ages 55 through 59.
- ◆ Members with at least 20 years of Group I creditable service, who also have Group II service as a firefighter or police officer, and who retire as a teacher or political subdivision employee on or before July 1, 2008, should contact NHRS to determine their eligibility for the subsidy.
- ◆ Members may *not* use any out-of-state service for the purpose of qualifying for the medical subsidy.
- ◆ Each year of teacher job-sharing is counted as one-half of a year toward eligibility for the medical subsidy.
- ◆ Qualified members must have health insurance coverage through the former NHRS participating employer.

- ◆ Qualified members who decline the medical subsidy because they have health coverage through another employer-sponsored plan will be permitted to return to their former employer's plan in order to receive the medical subsidy, when they are no longer eligible for the other health coverage.

Qualified Beneficiaries - In the event of a member's death prior to retirement:

Ordinary Death: The surviving spouse of a member who dies while in service as the result of a non-job related death (Ordinary Death) would qualify for the subsidy, until death or remarriage, provided that the surviving spouse is entitled to receive a monthly pension as a result of the member's death, and was covered in the employer-sponsored plan before the member's death.

Accidental Death: The surviving spouse and the dependent children of a member who dies while in service as the result of a job-related death (Accidental Death) would qualify, provided that the surviving spouse and children are not receiving and are not eligible to receive medical benefits from any other employer-sponsored plan. The subsidy would be payable for children until age 18, or until age 23 if attending school full-time, and for the spouse until remarriage or death.

In the event of a member's death after retirement:

The surviving spouse would qualify for the medical subsidy, provided the retiree qualified for the subsidy and the surviving spouse would be eligible to receive a monthly pension. The subsidy ceases upon remarriage of the surviving spouse.

Any surviving certifiably dependent disabled child may qualify for the medical subsidy. Please contact NHRS for more information.

Medical Subsidy Payments

Qualified retired members, or other qualified persons, *must* participate in the former employer's health plan in order to receive the medical subsidy.

NHRS makes medical subsidy payments directly to the retired member's former employer or to the former employer's insurer or health care administrator, **not** directly to the retired member.

If the health insurance premium amount is less than the medical subsidy amount, then only the health insurance premium amount will be paid.

If the health insurance premium amount exceeds the medical subsidy amount, then the retired member or other qualified person will be responsible for paying any excess that the employer does not pay. Any excess premium amount may be deducted from a retired member's or other qualified beneficiary's pension and remitted by NHRS to the employer or health care administrator.

Medicare Eligibility

At age 65, or earlier if receiving Social Security Disability, the subsidy will be reduced to the Medicare Supplemental rate on the first of the month in which the member or spouse turns 65. If a retiree or spouse is not 65, he/she will continue on the employer's regular group health plan until age 65 is reached.

Retirees should contact Medicare regarding Part A and Part B, and the coverage each provides. To insure continuation of coverage with a health insurance carrier retirees are required to obtain Medicare B.

Retirees should contact their former employer and NHRS when becoming Medicare eligible, so that the Retiree Plan (ages 60-64) may be converted to the Medicare Supplemental Plan (ages 65+).

Note: If a retiree's Medicare information is not provided to NHRS prior to turning age 65, the subsidy will automatically terminate and the full premium will be deducted from the retiree's monthly benefit.

Becoming Ineligible for the Subsidy

A qualified spouse will become ineligible for the subsidy if the following occurs:

- ◆ The retired member divorces from the qualified spouse.
- ◆ A surviving spouse, who is receiving a pension, remarries.

IMPORTANT: NHRS and the former employer must be notified of these changes and also upon the death of a qualified spouse or beneficiary. Failure to notify NHRS may result in a recovery of overpayments.

GROUP II POLICE AND FIRE

What is the Medical Subsidy?

RSA 100-A:52 provides a medical insurance subsidy to qualified retired Group II members.

The medical subsidy is a payment made by NHRS toward the cost of health insurance for the qualified retired member and the retired member's qualified spouse and certifiably dependent children with a disability.

Under specific conditions, the qualified beneficiaries of members who die while in service may also be eligible for the medical subsidy.

Eligibility Requirements

Members who are active or retired Group II members, as of June 30, 2000, who:

- ◆ Retire with a minimum of 20 years of Group II creditable service, or
- ◆ Retire at age 60, with no minimum service required, or
- ◆ Retire on Ordinary Disability

Members who become Group II members before July 1, 2005 and who retire on Accidental (job-related) Disability.

Members must be an active Group II member at the time of retirement. Those retiring on Vested Deferred Retirement do not qualify for the subsidy.

Members may *not* use any out-of-state service for the purpose of qualifying for the medical - subsidy.

Qualified members must have health insurance coverage through the former NHRS participating employer.

Qualified members who decline the medical subsidy because they have health coverage through another employer-sponsored plan will be permitted to return to their former employer's plan in order to receive the medical subsidy, when they are no longer eligible for the other health coverage.

NOTE: Members with at least 20 years of Group II creditable service, who also have Group I service as an employee or teacher, or Group I service prior to a job reclassification to Group II, should contact NHRS to determine their eligibility for the subsidy.

Qualified Beneficiaries - In the event of a member's death, prior to retirement:

Ordinary Death: The surviving spouse of a member who dies while in service as the result of a non-job-related death (ordinary death) would qualify, until death or remarriage, provided that the surviving spouse is entitled to receive a monthly pension as a result of the member's death, and was covered in the employer-sponsored plan before the member's death.

Accidental Death: The surviving spouse and the dependent children of a member who dies while in service as the result of a job-related death (Accidental Death) would qualify, provided that the surviving spouse and children are not receiving and are not eligible to receive medical benefits from any employer-sponsored plan. The subsidy would be payable for children until age 18, or until age 23 if attending school full-time, and for the spouse until remarriage or death.

In the event of a member's death after retirement:

The surviving spouse would qualify for the medical subsidy, provided the retiree qualified for the subsidy and the surviving spouse would be eligible to receive a monthly pension. The subsidy ceases upon remarriage of the surviving spouse.

Any surviving certifiably dependent disabled child may qualify for the medical subsidy. Please contact NHRS for more information.

Medical Subsidy Payments

Qualified retired members, or other qualified persons, *must* participate in the former employer's health plan in order to receive the medical subsidy.

NHRS makes medical subsidy payments directly to the retired member's former employer or to the former employer's insurer or health care administrator, **not** directly to the retired member.

If the health insurance premium amount is less than the medical subsidy amount, then only the health insurance premium amount will be paid.

If the health insurance premium amount exceeds the medical subsidy amount, then the retired member or other qualified person will be responsible for paying any excess that the employer does not pay. Any excess premium amount may be deducted from a retired member's or other qualified beneficiary's pension and remitted by NHRS to the employer or health care administrator.

Medical Subsidy Rates

The medical subsidy rates, in effect as of July 1, 2005, are listed in the following chart. The rates increase by 8% each year and are based on NHRS' fiscal year of July 1st - June 30th.

Medicare Eligibility

Medicare eligibility for Group II members is as follows:

- ◆ Those who became Group II members on or after April 1, 1986 pay the Medicare portion of Social Security and are, therefore, eligible for Medicare at age 65.
- ◆ Those who became Group II members *prior* to the above date may become eligible for Medicare through a spouse's record, through an ex-spouse's record (if married for 10 or more years), or by purchasing Medicare coverage.

NOTE: Group II members should contact Social Security at 1-800-772-1213, to confirm their eligibility for Medicare.

At age 65, or earlier if receiving Social Security Disability, the subsidy will be reduced to the Medicare Supplemental rate on the first of the month in which the member or spouse turns 65. If a retiree or spouse is not 65, he/she will continue on the employer's regular group health plan until age 65 is reached.

Retirees should contact Medicare regarding Part A and Part B, and the coverage each provides. To insure continuation of coverage with a health insurance carrier retirees are required to obtain Medicare B.

Retirees should contact their former employer and NHRS when becoming Medicare eligible, so that the Retiree Plan (ages 60-64) may be converted to the Medicare Supplemental Plan (ages 65+).

Note: If a retiree's Medicare information is not provided to NHRS prior to turning age 65, the subsidy will automatically terminate and the full premium will be deducted from the retiree's monthly benefit.

Becoming Ineligible for the Subsidy

A qualified spouse will become ineligible for the subsidy if the following occurs:

- ◆ The retired member divorces from the qualified spouse.
- ◆ A surviving spouse, who is receiving a pension, remarries.

IMPORTANT: NHRS and the former employer must be notified of these changes and also upon the death of a qualified spouse or beneficiary. Failure to notify NHRS may result in a recovery of overpayments.

STATE MEDICAL SUBSIDY RATES

Medical Subsidy Rates <i>Effective July 1, 2006</i>	
Retiree Plan (until Medicare eligible)	Rate
1 Person	347.74
2 Person	695.48
*Medicare Supplement Plan (age 65 +)	
1 Person Medicare Supplement	\$219.30
2 Person Medicare Supplement	\$438.60
<i>*Includes disabled Medicare recipients under age 65</i>	

Health Plan Descriptions

Health plans are provided by Primex3, a multi-employer NH risk pool utilizing the programs and services administered by Massachusetts-based not-for-profit Harvard Pilgrim Health Care. Primex also underwrites the risk. Current health plan descriptions and premiums are contained at Appendix B. Presently, all benefits are fully insured and separately experience rated.

For more information:

[Primex](http://www.nhprimex.org) at www.nhprimex.org

[Harvard Pilgrim](http://www.harvardpilgrim.org) at www.harvardpilgrim.org

Census - Six Cost Sharing Strata for Current Retirees

As a result of the confluence of the City and State programs, retirees' costs to the city gather around six cost sharing groups or strata. Note the names, numbers and amounts are subject to re-verification after the contract award is made and during discovery. Dollar amounts and enrollment figures dated October 2005 herein provided are for estimating only.

See Appendix C for detail census by Strata.

Strata #1 - City Pays Entire Premium - 41 retirees - Retiree pays \$0:

- Not eligible for NHRS subsidy.
- Hired prior to 1/1/91 for City subsidy.
- Not employed 20 years to receive NHRS subsidy.
- At least age 60 or approved for disability retirement.

14 retirees were approved for disability retirement:

Strata #2 – Currently Eligible for City/State/NHRS Subsidies - 140 retirees - - Retiree pays \$0:

- Employed at least 20 years.
- Eligible for NHRS subsidy.
- Hired prior to 1/1/91 and eligible to receive City subsidy.

Strata #3 - Eligible for State subsidy – 80 retirees - Retiree pays difference until eligible for City subsidy at Age 62:

- Employed at least 20 years.
- Eligible for NHRS.
- Eligible for City subsidy at Age 62.
- Will move to #2 listed above when 62.

Strata #4 - NHRS pays entire premium for married employees - 3 retirees - Retiree pays \$0:

- Married retirees with 20 years of service.
- Each retiree is eligible for 2-Person NHRS subsidy - The following 7 married couples who are also employees potentially eligible for strata #4:

Strata #5 - Retiree or Surviving Spouse Pays Entire Rate - 13 retirees or spouses - City pays \$0:

- Generally, surviving spouses who remained on City health insurance.
- Includes Group I retirees not yet age 60 to be eligible for NHRS subsidy.
- Will move to #3 listed above when age 60.

Strata #6 Retired Employees Eligible to Return to City Plan (not currently on Plan due to coverage elsewhere – see Appendix C

Census – Current Active Employees with hire dates before 1/1/91.
See Appendix D.

IV. Scope of Services

The contract will be for two separate but related analyses: Fiscal Year 2007 and Fiscal Year 2009. The proposing consultant may suggest alternative arrangements in both their and the City's interest.

The Consulting Actuary will:

1. Meet either in person or via telephone as necessary to plan the project and make necessary decisions and report progress with regard to conduct of the analysis.
2. Analyze the data to assess any inconsistencies and make recommendations for enhancing data quality.
3. Prepare an actuarial valuation following GASB 45 standards.
 - 3.1. Note that as the City need not recognize this liability until the fiscal year ending 2009 it desires to have the calculation prepared for possible recognition as of Fiscal 2007 year end and then again updated for fiscal year end 2009.
4. Said analysis to include all applicable city employees and retirees. The City will determine the amount of costs and liabilities to allocate to the enterprise funds and the governmental activities.
 - 4.1. The actuarial present value of total projected benefits
 - 4.2. Actuarial accrued liability.
 - 4.3. Actuarial value of assets (probably zero).
 - 4.4. The unfunded actuarial accrued liability.
 - 4.5. Normal cost.
 - 4.6. Annual required contribution of the employer(s)-as a level dollar amount and as a level percentage of covered payroll.
 - 4.7. Net OPEB obligation (for employer disclosure under GASB statement 45 if necessary).
 - 4.8. Annual required contribution "pay-as-you-go-cost" on a cash flow basis for 2008 – 2012.
5. Determine the implicit rate subsidy, if any, and the impact it would have on the OPEB liability.
6. Prepare the necessary material for the Comprehensive Annual Financial Report to comply with GASB OPEB reporting and disclosure requirements.
7. Prepare a final report to the City.
8. Prepare the annual gain/loss analysis to determine reasons for changes in the unfunded actuarial accrued liability, whenever a prior actuarial valuation is available to support this. (optional cost to be provided separately)

9. Prepare an analysis to determine how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered. (optional cost to be provided separately)
10. As appropriate, provide recommendations on managing the OPEB liability. This may include changes in plan design (optional cost to be provided separately).
11. As appropriate, review and update plan documents and design. Make recommendations as to formalizing informal plans (optional cost to be provided separately).
12. List and describe any other non-routine or recommended services (optional cost to be provided separately).
13. Meet with City staff or elected officials as requested to discuss findings and recommendations (optional cost to be provided separately).

V. Information about the Firm

1. The firm should provide its name, address of the office which would provide the services requested, telephone number, fax, e-mail address and website, if applicable.
2. The firm should provide a general description of its business, including specific experience in health care actuarial services, size, number of employees, number of credentialed actuaries, primary business, other business or services offered and review any past or contemplated changes in the ownership structure of the firm.
3. The supervising actuary who will be assigned to the engagement should be identified and their contact information provided.
4. Other actuaries and other personnel who will have key roles in the work should also be identified.
5. The firm should list the number and percent of consulting staff who have left each of the past five years.
6. Brief resumes should be furnished for the key professional staff who will be assigned to this engagement. Summary information should be provided covering the professional qualifications and experience of the supervising and support actuaries and other personnel who would perform the requested work.
7. The firm should provide a description of its experience in providing actuarial and consulting services for governmental entities/plans and a list of governmental entities/plans for which it has performed services similar to those identified under "Scope of Services." Describe the firm's experience with retiree healthcare and other post-employment benefit plans for other

public entities. Recognizing the value of firm experience with FASB OPEB valuations, firms should also describe their private sector OPEB valuation experience.

8. For the firm's office that will be responsible for the work, the firm should provide a list of the most significant engagements performed in the last five years that are similar to the engagement described in this request for proposal. The list of engagements can be both in the private or public sector but must be clearly labeled as such.
9. For the engagements listed above, indicate the scope of the work, date, supervising actuaries, and the name and telephone number of the principal client contact who would serve as a reference for the firm.
10. The firm should list any clients that have been lost in the last five years.
11. The firm should provide an affirmative statement that it is independent of the governmental entity/plan and that it is unaware of any potential conflicts of interest if it were selected to perform the requested work.
12. The firm should describe any limits on liability that the firm requests from its clients due to negligence of its firm.
13. The response to the request for proposals should be signed by a representative of the firm with the acknowledgement that this individual is authorized to contractually bind the firm.
14. The firm should indicate if there are any pending legal actions against it.

VI. Other Requirements for Proposal

1. Approach – State the overall approach of the valuation, including objectives, scope of work to be performed and methodologies to be used.
2. Describe how the firm will work with the government to determine the proper actuarial cost method, actuarial asset valuation method, amortization method and key assumptions to the valuation based on relevant accounting and actuarial standards. Some key assumptions (not all of them applicable) to consider as part of this discussion are:
 - 2.1. Turnover
 - 2.2. Retirement Age
 - 2.3. Disability retirement age
 - 2.4. Mortality
 - 2.5. Projected salary increase
 - 2.6. Inflation rate
 - 2.7. Healthcare cost trend data for appropriate region
 - 2.8. Amortization timeframe
 - 2.9. Investment return
 - 2.10. Post retirement benefit changes
 - 2.11. Actuarial assumptions associated with the method (projected unit credit, entry age normal, etc.)

- 2.12. Coverage Elsewhere – returning to city paid plan
- 2.13. Medicare Part D Subsidy – cost impact

3. Provide an analysis of allowed actuarial methods and amortization methods including the NHRS approach, with the pros and cons of each method and recommend the most appropriate or commonly used one or two methods for this type of study.
4. Describe how the firm would assist in the interpretation of the plan and value the associated costs in situations where there is ambiguity related to the substantive plan.
5. Timeline – The firm will identify the major tasks in the engagement with a suggested timeline for completion including the major milestones proposed elsewhere in this RFP. Alternative milestones and schedules may be proposed.
6. Data Requirements – The actuarial firm should list all data requirements, other than what has been identified in the RFP, that they require to complete the valuation and in what type of format that data must be provided. If data provided in the RFP need be altered, provided in another format or medium or in anyway made available differently than provided herein the firm shall so identify in their response.
7. City Support – Identify the support that is required of the City’s staff.
8. Sample Report – Attach a copy of a sample report to the firm’s response.

VII. Cost and Terms of Agreement

Cost Proposal – Using the cost proposal form provided, the firm will provide the cost of the engagement detailing out the cost of the valuation and any optional consulting services included in the scope of services. The proposal should include estimated hours, hourly rates and expenses, as well as a total, not-to-exceed cost that should be clear and concise.

Costs for the any of the services indicated as “optional” in the *Scope of Services* section of this document shall be requested as separate from the cost of the valuation as these services can be expensive.

VIII. Key Proposal/Contract Dates

- | | |
|-----------------------|--|
| 1. October 18, 2006: | Proposals Due Not Later Than 2:00 PM |
| 2. October 22, 2006: | Interviews with Final Firms (if necessary) |
| 3. October 28, 2006: | Contract Award |
| 4. November 6, 2006: | Actuarial Valuation Begins |
| 5. December 20, 2006: | Draft Report Delivered to City |
| 6. February 1, 2007: | Final Report Due to City |

IX. PROPOSAL FORMS

Proposal Submission Checklist

Proposal Sheet

Source Identification

Specifications Exception Form

Request for Taxpayer Identification Number and Certification

Indemnification Agreement

Insurance Requirements

Notice of Award

Agreement

Notice to Proceed

No Proposal Questionnaire

Proposal Evaluation Form

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective vendor must submit the following documents, in **one (1) original and two (2) identical copies** as part of his/her proposal:

1. Proposal Statement. To Include:
 - A. Information about the Firm (Pages 24 & 25)
 - B. Other Requirements for Proposal (Pages 25 & 26)
2. Proposal Sheet
3. Specifications Exception Form
4. Alternate W9 Form
5. City of Concord Indemnification Agreement

The successful vendor must submit, prior to contract signing, his/her insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required levels of coverage

PLEASE COMPLETE THE FOLLOWING PROPOSAL SHEET, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Agent
41 Green Street
Concord, NH 03301
603-225-8530
603-230-3656 (Fax)
dross@onconcord.com

Due Date/Time: October 18, 2006 Not Later Than 2:00 PM

**CITY OF CONCORD, NEW HAMPSHIRE
PROPOSAL SHEET
RFP06-07**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE THE ACTUARIAL SERVICES AS DETAILED BY THE SPECIFICATIONS CONTAINED IN RFP06-07 FOR THE FOLLOWING PRICES:

Item and Description	2007	2009	Total 7/09
Not to exceed cost for items one (1) through seven(7)	\$ _____	\$ _____	\$ _____
Cost for option 8	\$ _____	\$ _____	\$ _____
Cost for option 9	\$ _____	\$ _____	\$ _____
Cost for option 10	\$ _____	\$ _____	\$ _____
Cost for option 11	\$ _____	\$ _____	\$ _____
Cost for option 12	\$ _____	\$ _____	\$ _____
Cost for option 13	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____

And restated with deliverables	
To be paid upon delivery of draft 2007 report	\$ _____
To be paid upon acceptance of Final 2007 report	\$ _____
To be paid upon receipt of Final 2009 Report	\$ _____
Total	\$ _____

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS PROPOSAL
2. THE RECEIPT OF THE FOLLOWING ADDENDA _____
3. THE FIRM SUBMITTING THIS PROPOSAL HAS NEVER DEFAULTED ON ANY MUNICIPAL, COUNTY, STATE, FEDERAL OR PRIVATE CONTRACT

COMPANY: _____

Signature Printed or typed name:

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

SOURCE IDENTIFICATION

IN AN EFFORT TO BETTER REACH ALL PROSPECTIVE VENDORS, PLEASE ASSIST US BY PROVIDING AND RETURNING, WITH YOUR PROPOSAL, THE FOLLOWING INFORMATION:

HOW DID YOU LEARN ABOUT THIS REQUEST FOR PROPOSALS (RFP)? PLEASE CHECK ALL THAT APPLY:

- _____ LEGAL NOTICE IN THE CONCORD MONITOR
- _____ PURCHASING PAGE OF THE CITY INTERNET WEB SITE
- _____ ADVERTISEMENT ON CONCORD CABLE TV (CCTV-Channel 17)
- _____ POSTING ON CITY HALL BULLETIN BOARD
- _____ SUBSCRIPTION TO A CONSTRUCTION REPORTING SERVICE
Please identify the reporting service:_____
- _____ CITY SENT THE RFP TO MY FIRM
- _____ OTHER, PLEASE IDENTIFY:_____

THANK YOU FOR YOUR ASSISTANCE.

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your proposal does not meet all of our specifications you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: _____

I DO meet specifications

Signed: _____

I DO NOT meet specifications as listed in this proposal; exceptions are in the space provided.

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

Request for Taxpayer Identification Number and Certification

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

	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box: Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/>		Exempt from backup withholding <input type="checkbox"/>
	Address (number, street, and apt. or suite no.)		Requester's name and address (optional) City of Concord Finance Department 41 Green Street Concord NH 03301
	City, state, and ZIP code		
	List account number(s) here (optional)		
Part I	Taxpayer Identification Number (TIN)		

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer identification number –
Part II	Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. Person	Date:
------------------	--------------------------	-------

Purpose of Form

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

Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

CITY OF CONCORD, NEW HAMPSHIRE

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful consultant agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subconsultants, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the consultant in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

City of Concord, New Hampshire
RFP06-07, Actuarial Valuation of Other Post Employment Benefits
Insurance Requirements for All Consultants

Additional Coverage is Required if Checked *Minimum Limits Required*

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- Occurrence
- Claims Made

Additional Coverage to Include

- | | |
|---|----|
| <input type="checkbox"/> Owners & Contractors' Protective – Limit | NA |
| <input type="checkbox"/> Underground/Explosion and Collapse | |

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
-----------------------	-------------

- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

- | | |
|---|----|
| <input type="checkbox"/> Garage Liability | NA |
| <input type="checkbox"/> Garage Keepers Legal Liability | NA |

Workers Compensation

NH Statutory including Employers Liability
 - Each Accident/Disease-Policy Limit/Disease-Each Employee \$100,000/\$500,000/\$100,000

Commercial Umbrella

May be substituted for higher limits required above	NA
---	----

- Follow Form Umbrella on ALL requested Coverage

Other

- | | |
|---|--------------------|
| <input type="checkbox"/> 1. Professional/Errors & Omissions | <u>\$1,000,000</u> |
| <input type="checkbox"/> 2. Builders Risk – Renovation Form | |
| All Risk completed value form including Collapse | NA |
| Sublimit for Soft Cost Coverage | NA |
| <input type="checkbox"/> 3. Installation Floater (Equipment) | NA |
| <input type="checkbox"/> 4. Riggers Liability | NA |
| <input type="checkbox"/> 6. Aviation Liability | NA |
| <input type="checkbox"/> 7. Watercraft – Protection & Indemnity | NA |

(X) **The City of Concord must be named as Additional Insured**

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP06-07

PROJECT: Actuarial Valuation of Other Post Employment Benefits

CITY CONTRACT NO.: RFP06-07

CONTRACT FOR: Actuarial Valuation of Other Post Employment Benefits

You are notified that your Proposal received and opened on **October 18, 2006** for the above Contract has been considered and accepted for you to provide actuarial valuation services of the City's retired employee health insurance obligation in accordance with GASB Statement 45. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP06-07) and the **CONSULTANT'S** proposal.

The Contract Price of the **CONSULTANT'S** contract is not to exceed _____ **Dollars (\$** _____ **)**.

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within **ten (10) calendar days** of the date of this Notice of Award, which is by _____.

You must deliver to the **CITY**:

1. One fully executed counterpart of the Agreement.
2. Your insurance certificate, which meets the minimum required levels of coverage, naming the **CITY** as an additional insured.
3. Separate Payment and Performance Bonds each in the amount of 100% of the contract price.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned and to annul this Notice of Award.

Within ten days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement.

CITY OF CONCORD, NEW HAMPSHIRE

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING AGENT

Copy to Finance and Personnel Department

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by
and between The City of Concord, New Hampshire, hereinafter called the “**CITY**” and
_____, doing business as (an individual) or (a partnership) or
(a corporation), hereinafter called the “**CONSULTANT**”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONSULTANT** will commence and provide the professional actuarial services for the **CITY**. All terms, conditions, specifications and prices shall be in accordance with RFP06-07, Actuarial Valuation of Other Post Employment Benefits and the **CONSULTANT’S** proposal response opened on October 18, 2006.
2. The **CONSULTANT** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the professional actuarial services described in RFP06-07.
3. The **CONSULTANT** will commence the work required by the **CONTRACT DOCUMENTS** on or before November 6, 2006. Completion time for the project will be not later than February 1, 2007.
4. The **CONSULTANT** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fees for services provided with the cost proposal submitted by the **AUDITOR**. The contract prices shall be:
SEE ATTACHED.
5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
 - (A) REQUEST FOR PROPOSALS RFP06-07
 - (B) RFP06-07 PROPOSAL RESPONSE DATED _____
 - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
 1. SPECIFICATIONS EXCEPTION FORM
 2. ALTERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENT
 4. INSURANCE CERTIFICATE
 - (D) LETTER OF AWARD DATED _____
 - (E) NOTICE OF AWARD DATED _____
 - (F) AGREEMENT
 - (G) NOTICE TO PROCEED
 - (H) CITY PURCHASE ORDER
 - (I) ADDENDA NUMBER _____ DATED _____

6. The **CITY** will pay the **CONSULTANT** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, Executors, administrators, successors and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:
CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Agent

(SEAL)
 ATTEST:

Name _____

Title _____

CONSULTANT:

By _____

Name _____

(Please Type)

Address _____

(SEAL)
 ATTEST:

Name _____

_____ Please type

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP06-07

PROJECT: Actuarial Valuation of Other Post Employment Benefits

CITY CONTRACT NO.: RFP06-07

CONTRACT FOR: Actuarial Valuation of Other Post Employment Benefits

(Name of Consultant)

You are notified that the Contract Time under the above contract will commence to run on or before **November 6, 2006**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be no later than **February 1, 2007**.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents.

CITY OF CONCORD, NH
(CITY)

BY

(AUTHORIZED SIGNATURE)

PURCHASING AGENT
(TITLE)

Copy to FINANCE AND PERSONNEL DEPARTMENTS

City of Concord,
New Hampshire



Finance Department

Purchasing Division

CITY HALL 41 GREEN STREET

Concord, NH 03301

(603)225-8530 FAX(603)230-3656

Reference: RFP06-07

If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

* * * * No Proposal Questionnaire * * *
*

A no proposal is submitted in reply to the City of Concord Request for Proposals (RFP06-07) for the following reasons:

- _____ Item/Service not supplied by our company.
- _____ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.):

- _____ Profit margin on municipal proposals too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc) _____
- _____ Insufficient time allowed to prepare and respond to proposal request.
- _____ Proposal requirement too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- _____ Other reason(s), please specify: _____



Company Name and Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)

ATTACHMENT A

PROPOSAL EVALUATION FORM

FIRM: _____ DATE: _____

PROJECT: RFP06-07, ACTUARIAL VALUATION OF OTHER POST EMPLOYMENT BENEFITS

DEPARTMENT/DIVISION: _____

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Adherence to Specifications and Submittal of Required Documentation	5		
Cost Proposal	10		
Information About the Firm	10		
Approach of the Valuation	10		
Determination, Analysis and Interpretation of Actuarial Methods and Plan	10		
<u>Firm/Organization:</u>			
Demonstrated Record of Satisfactory Performance	10		
Experience, Organization, Resources, Technical and Professional Qualifications and Skills	10		
Compliance with City Time Schedule	10		
Total:			

Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10

Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores for all Categories to determine the Total Score. The vendor with the highest Total Score is awarded the contract.