

RFP 42-08

City of Concord, New Hampshire

Purchasing Department

LIFE INSURANCE AND SHORT TERM DISABILITY INSURANCE BENEFITS

Prepared for, and in coordination with the

**FINANCE DEPARTMENT
PERSONNEL DEPARTMENT
JONES MANAGEMENT CONSULTING, INC.**

Contract Documents
Proposal Documents
Specifications

Firm: _____

Proposal Due Date/Time: April 22, 2008 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

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm to provide the City with life and short terms disability insurance benefits. The successful firm must be lawfully engaged in the service of providing life and short term disability insurance benefits in the State of New Hampshire.

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

Proposals must be received **no later than 2:00 PM on April 22, 2008** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted in a sealed envelope which is clearly marked,

"RFP 42-08, LIFE INSURANCE AND SHORT TERM DISABILITY INSURANCE 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 RFP42-08 are available from the Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301 (603-225-8530) or on-line at www.onconcord.com/Purchasing.

All statements 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 called for and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

Failure to submit all information as detailed on the Proposal Submission Checklist 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, at the City's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	purchasing@onconcord.com www.onconcord.com/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org http://nh.agc.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummary.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	mweaver@cdcnews.com www.cdcnews.com

CITY OF CONCORD, NEW HAMPSHIRE

Douglas B. Ross, Purchasing Agent

Date: _____

Proposal Due Date/Time: April 22, 2008 not later than 2:00 PM

RFP 42-08

**CITY OF CONCORD, NEW HAMPSHIRE
REQUEST FOR PROPOSALS FOR
LIFE INSURANCE AND SHORT TERM DISABILITY
INSURANCE BENEFITS
FOR JULY 1, 2008**

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Please Deliver Proposals To:

Doug Ross
Purchasing Agent, City of Concord
41 Green Street
Concord, New Hampshire 03301

**All Sealed Proposals Must Be Received
Not Later Than 2:00 PM April 22, 2008**

For All Questions Please Contact:

Rick Jones, CEBS, ARe
Jones Management Consulting, Inc.
PO Box 910
Concord, New Hampshire 03302

Phone: (603) 223-6900
Fax: (603) 223-6902

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 Proposals (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent 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.

The Proposer shall not divulge, discuss or compare his proposal with 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. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted.

Each invoice shall be identified by Purchase Order and commodity description. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.

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 a 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.

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 signing of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to cost, service delivery, quality of service and a firm'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:

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 evaluation criteria detailed on page 36, by the Proposal Evaluation Sheet and input from the City's Labor/Management Health Benefits Review Team. 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 Vendor 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.

CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposals (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) 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 and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that his/her proposal shall be subject to acceptance without further clarification.

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 within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Vendor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Vendor 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.

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 the proposal documents, 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 30 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.

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 CONTACT FOR CAUSE:

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

Notwithstanding the above, the Vendor 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 THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) 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 any Contract is terminated by the City as provided herein,

the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

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 of service to the user department or division. The invoice must include an itemization of all services provided, including unit list price, net price, extensions and total amount due.

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 any 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, material, transportation and discounts. No surcharges of any type 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 and other records pertaining to purchases made 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 this Request for Proposals and any subsequent contract shall be deemed to be inserted herein and this Request for Proposals and 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 party, the Request for Proposals and Contract shall forthwith be physically amended to make such insertion or correction.

DISADVANTAGED BUSINESS ENTERPRISES:

The City hereby notifies all Vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION:

Contracts for work resulting from this Request for Proposals shall obligate the Vendor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

DEFINITIONS:

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

Proposers shall also mean vendors, offerors, bidders, contractor 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.

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

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

II. PROPOSAL SUBMISSION INSTRUCTIONS

- A. Proposers are to submit an original signed proposal and three copies to the City of Concord; City of Concord Purchasing Department; 41 Green Street; Concord, NH 03301; **no later than 2:00pm on April 22, 2008.**

Each proposal shall be submitted in a sealed envelope which is clearly marked:

“RFP 42-08. LIFE INSURANCE AND SHORT TERM DISABILITY INSURANCE.”

- B. To assist in reviewing the responses, it is requested that the proposals be organized in the following manner:
1. Table of Contents, including clear identification of the material by section and number.
 2. Letter of Transmittal - limit to one or two pages.
 - a. Briefly state your understanding of proposal requirements as well as make a positive commitment to successful program implementation within the time period specified.
 - b. Give the name(s) of the person(s) who will be authorized to make representation for the proposal, their titles, addresses, and telephone numbers.
 - c. Please indicate the basis upon which you are submitting your proposal(s), highlighting any special recommendations or features and calling special attention to deviations from requested specifications.
 3. Response to all questions and confirmation of your acceptance with all requirements of Section I, General Terms and Conditions and Section II, Scope of Services. Complete and sign each appropriate form in Section IV.
 4. Proposals must be signed by a person legally authorized to bind the proposal and must contain a statement that the proposal and fees contained therein will remain firm for an effective implementation date of July 1, 2008.

RESERVATION OF RIGHTS - City of Concord reserves the right to reject any or all proposals, accept any portion of the proposal and/or waive any formalities, informalities, information and/or errors in any proposal received.

FOR ADDITIONAL INFORMATION: All inquiries concerning this Request for Proposals should be directed to:

**Rick Jones, CEBS, ARE, President
Jones Management Consulting, Inc.
PO Box 910, Concord, NH 03302
Phone: (603) 223-6900
FAX (603) 223-6902**

III. SCOPE OF SERVICES

The City of Concord is soliciting the services of an insurance company (Administrator) and broker/agent to provide the following for a minimum two-year period with one year renewal option beginning July 1, 2008:

- ◆ Life Insurance
- ◆ Short-Term Disability (STD)
- ◆ Claims Administration Services

You may submit a proposal for Life only, STD only, or for both combined.

A. SCOPE OF SERVICES – Life Insurance

1. We are requesting a guaranteed rate for group term life insurance and AD&D for a period of two years. If this is not possible, we will accept a guaranteed rate for one year. However, preference will be given to two year quotations.
2. Coverage to begin July 1, 2008.
3. Coverage to include all eligible full time employees (37.5 hours per week minimum). Due to the existence of life coverage, no changes are to be made to current coverage. Proposing companies must agree to the City's existing coverage.
4. Core Benefit: One times annual salary rounded up to the next higher thousand to a maximum of \$100,000. This is a non-contributory premium.
5. Flexible Benefit Option A: Two times annual salary rounded up to the next higher thousand to a maximum of \$200,000. Contributory premium for additional one time benefit over core benefit.
6. Flexible Benefit Option B: Three times annual salary rounded up to the next higher thousand to a maximum of \$300,000. Contributory premium for additional two times benefit over core benefit.
7. **An important consideration in selecting a carrier will be the amount of additional insurance available on a non-medical basis.**
8. Waiting period is the first of the month following one month's completed service with the City.
9. Policy to include Accidental Death and Disability. Life and AD&D will terminate at retirement from the City.

Any Federal or State withholding or reporting on claims will be made during the policy period by the company awarded contract.

B. SCOPE OF SERVICES – STD Insurance

1. The City, in addition to STD insurances, desires to obtain comprehensive claims management, including managed care and reflecting integration with the City's sick leave programs.
2. Due to tight integration with the disability insurance, proposers need to understand the City's sick leave plan as explained in the Section 125 Cafeteria Plan booklet pages 9 & 10 included in this package.
3. Currently there is a maximum \$1,200 weekly maximum for STD. Please provide costs for the current maximum benefit levels. You may use your next highest increment if unable to provide these levels exactly.
4. A High Level of Service is required to meet the needs of the City and employees, particularly timely claims decisions and receipt of payments. Tight coordination between the sick leave plan and disability insurance requires special attention to prompt payment, coordinating with the City's payroll schedule, and withholding for both federal payroll taxes and state retirement. The expected level of service will be a major consideration in selecting an insurer.

C. QUALIFICATIONS AND REFERENCES

1. Proposals for insurance will only be considered from reputable insurers and broker/agents experienced in providing Life and STD insurance and claims administration. **The City of Concord will not assign carriers or markets.**
2. Insurers must be rated A or better by AM Best. If not rated, a copy of your firm's most recent financial statements should be enclosed with your proposal.
3. The local agent/broker must provide a list of at least five references of current firms for which it handles Life and STD insurance, including the type of coverage and representative to contact.
4. Please identify any accounts which you have failed to continue to contract for Life and/or STD insurance in the last two years.

5. Insurers are required to withhold federal tax, F.I.C.A., and state retirement from payments made to employees of the City of Concord; and to prepare W-2's at year-end for same. **Please see III. G. below for details.**
6. Insurers must agree to provide a minimum of 90 days notice of any rate increase. Rates must be guaranteed for at least 12 months.
7. **Proposers should describe the claim approval process, including documentation requirements, timing of payments, coordination between STD and LTD, and how they coordinate STD initial payment and worker's compensation insurance.**

D. CURRENT CERTIFICATE AND COVERAGE GUARANTEE

1. **Due to the existence of STD, LTD and Life coverage and representations made by the City to its employees, it is imperative no changes are made to the current coverage.**
2. The proposing firm must agree to the existing certificate.
3. The City reserves the right upon opening of the responses to compare proposals.

E. CHANGES IN ENROLLMENT/COVERED PAYROLL

1. To minimize its related administrative effort, the City prefers that an employee's base weekly wage on each July 1 be used for the calculation of premium even though an employee's wage may change during the policy year; and that benefits paid be based on the employee's actual base weekly wage at the time of loss.
2. New employees will be added during the year at current base salary.
3. No notification of salary changes will be made to the insurer during the year. Proposing companies can expect that wages will increase approximately 5% by the end of each annual policy period.
4. Updated salary information will be made available prior to the beginning of each year. However, the insurer will pay benefits based upon current earnings information for any covered employee.

F. COVERED EMPLOYEES/CENSUS

1. The enclosed employee census listing is available in electronic format on request.

G. WITHOLDING

1. **State Retirement** (Group 2 is fire & police employees, Group 1 is all others)

Group 1: Deduct 5% of pay
Group 2: Deduct 9.3% of pay

Monthly, the insurer cuts a check to the City, along with a listing of who the funds are for. City pays the retirement system. Timing needs to be coordinated with existing payment cycle.

2. **Federal Withholding for Income Tax**

Group 1: Income for withholding is reduced by amount of state retirement deduction.

Group 2:

Fire: Income for withholding is reduced by amount of state retirement deduction.

Police: Income for withholding includes state retirement amounts.

The insurer is to withhold federal income tax amounts and submit them directly to the IRS. The insurer will issue a Form W2 reflecting these amounts. Note that in most cases the W2 income for withholding purposes is *different* from the W2 income for FICA (see below).

3. **Social Security**

Group 1: Withhold normal social security deductions on income including state retirement amounts.

Group 2: No social security deductions - these employees do not participate.

The insurer is to withhold social security amounts on Group 1 employees and submit them directly to the IRS. The insurer will issue a Form W2 reflecting these amounts. Note that in most cases, the W2 income for social security is *different* from W2 income for income tax purposes (see above). This means that two income figures must be reported on Form W2.

4. **Medicare**

Group 1: Withhold normal medicare deductions on income including state retirement amounts.

Group 2:

Hired Post-1986: Withhold normal medicare deductions on income including state retirement amounts.

Hired Pre-1986: No medicare deductions - these employees do not participate.

The insurer is to withhold medicare amounts for participating employees and submit them directly to the IRS. The insurer will issue a Form W2 reflecting these amounts. Note that in most cases, the W2 income for medicare is *different* from W2 income for income tax purposes (see above). This means that two income figures must be reported on form W2.

IV. PROPOSAL FORMS

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective vendor must submit the following documents, in **one (1) original and three (3) identical copies** as part of his/her proposal:

1. Table of Contents and Transmittal Letter
2. Cost Sheet
3. Proposers Statement of Agreement with Specific Bid Requirements
4. Specifications Exception Form
5. Alternate Form W-9
6. 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

CITY OF CONCORD, NEW HAMPSHIRE
COST SHEET
RFP 42-08. LIFE INSURANCE AND SHORT TERM DISABILITY BENEFITS

In accordance with our Request for Life Insurance and Short Term Disability, the undersigned understands and agrees that coverage shall in all regards match the coverage identified in the proposal documents and the City shall at its sole discretion be authorized to interpret discrepancies between the proposed coverages and benefits to that which presently exists as defined in the Certificate and Schedule of Benefits as contained herein.

	<u>Current Year</u>	<u>Year 1* 2008</u>	<u>Year 2* 2009</u>	<u>Year 3* 2010</u>
Cost for STD Insurance				
Rate per \$10 of weekly benefit:				
\$1,200 weekly maximum	<u>.22</u>	_____	_____	_____
Total Annual cost for STD Insurance (Year 1)	\$ _____			

Monthly Rates

Monthly Rate per \$1,000 coverage for Basic Life	<u>.09</u>	_____	_____
Monthly Rate per \$1,000 coverage for Basic AD&D	<u>.02</u>	_____	_____

Monthly Rate per \$1,000 coverage for Supplemental Life and AD&D combined

Age Category	Current Rate		
0-29	0.120	_____	_____
30-39	0.140	_____	_____
40-44	0.240	_____	_____
45-49	0.380	_____	_____
50-54	0.660	_____	_____
55-59	0.960	_____	_____
60-64	1.520	_____	_____
65-69	2.420	_____	_____
70-74	3.640	_____	_____
75-150	5.930	_____	_____

*Year 1: 7/1/08-6/30/09; Year 2: 7/1/09-6/30/10; Year 3: 7/1/10-6/30/11

Annual Rates

Annual costs should be based on current enrollment.

Total Annual Cost for Life Insurance and AD&D combined:

1X	\$_____
\$_____	
2X	\$_____
\$_____	
3X	\$_____
\$_____	
Grand Total Annual Cost	\$_____
	\$_____

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: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

PAYMENT TERMS AND CONDITIONS: _____

PLEASE FILL OUT, 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: April 22, 2008 Not Later Than 2:00

**PROPOSERS STATEMENT OF AGREEMENT
WITH SPECIFIC BID REQUIREMENTS**

I hereby certify that I have authority to bind _____ to the following confirmations required in the City of Concord request for Life Insurance and Short Term Disability Insurance Benefits Proposers:

- | | | |
|-----|------------------------|---------------------------------------|
| (a) | Section III.D.1 | Agree to existing coverage. |
| (b) | Section III.D.2 | Agree to existing certificate. |
| (c) | Section III.E.1 thru 4 | Changes in Enrollment/Covered Payroll |
| (d) | Section IV | Cost Sheet |
| (e) | Section IV | Specifications Exception Form |
| (f) | Section IV | Indemnification Agreement |
| (g) | Section IV | Insurance Requirements |

Any exceptions to the above are detailed on attached Specifications Exception Form.

The above certification requirements are agreed to:

Signature: _____

Title: _____

Date: _____

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 bid/quotation does not meet all of our specifications you **must** so state in the space provided below:

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

Signed: _____
I DO meet specifications

Signed: _____
I DO NOT meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your RFP 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, state, and ZIP code	City of Concord Finance Department 41 Green Street Concord NH 03301
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
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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 insurer 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 insurers, subcontractors, 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 insurer 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.

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY PROPOSAL NO.: RFP 42-08

PROPOSAL: Life Insurance and Short Term Disability Insurance Benefits

CITY CONTRACT NO.: RFP 42-08

CONTRACT FOR: Life Insurance and Short Term Disability Insurance Benefits

You are notified that your Proposal received on _____, 2008 has been considered and accepted for you to provide Life Insurance and Short Term Disability Insurance Benefits to the City of Concord’s employees. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Proposals (RFP 42-08) and the **INSURER’S** response.

The Contract Price for monthly premiums shall be: **See Attached.**

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_____.

1. You must deliver to the **CITY** one fully executed counterpart of the Agreement; and
2. Your firm’s insurance certificate, meeting the minimum required types and levels of coverage, naming the **CITY** as additional insured.

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 (10) calendar days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement.

CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

DOUGLAS B. ROSS, PURCHASING AGENT
(NAME/TITLE)

Copy to PERSONNEL and FINANCE

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by and between The City of Concord, New Hampshire, hereinafter called the “**CITY**” and _____ doing business as a _____, hereinafter called the “**INSURER**”.

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

1. The **INSURER** will commence and provide life insurance and short term disability insurance benefits as detailed by the **CITY’S** Request for Proposals (RFP42-08) and the **INSURER’S** proposal response opened on April 22, 2008.
2. The **INSURER** will furnish all of the material, supplies, labor and other services necessary to provide the life insurance and short term disability benefits described herein.
3. The **INSURER** will commence to provide the services required by the **CONTRACT DOCUMENTS** on July 1, 2008. Completion time for the provision of life insurance and short term disability insurance benefits shall be June 30, 2010. This Agreement may be extended, by mutual consent, for one (1) additional one (1) year period.
4. The **INSURER** agrees to provide all the **SERVICES** described in the **CONTRACT DOCUMENTS** and comply with the terms and conditions therein for the following fixed premiums: **See Attached**.
5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
 - (A) REQUEST FOR PROPOSALS 42-08
 - (B) RFP42-08 PROPOSAL RESPONSE RECEIVED _____
 - (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 OF CONCORD PURCHASE ORDER
6. The **CITY** will pay the **INSURER** premiums based on the attached.

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 _____

INSURER:

By _____

Name _____

(Please Type)

Address: _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROPOSAL NO.: RFP 42-08

PROPOSAL: Life Insurance and Short Term Disability Insurance Benefits

CITY CONTRACT NO.: RFP 42-08

CONTRACT FOR: Life Insurance and Short Term Disability Insurance Benefits

You are notified that the Contract Time under the above contract will commence to run on **July 1, 2008**. 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 **June 30, 2010**. This Agreement may be extended, by mutual consent, for one (1) additional one (1) year period.

CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

DOUGLAS B. ROSS, PURCHASING AGENT
(NAME/TITLE)

Copy to PERSONNEL and FINANCE

City of Concord, New Hampshire
RFP 42-08
Life Insurance and Short Term Disability Insurance Benefits
Insurance Requirements for All Contractors

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

- Owners & Contractors' Protective – Limit NA
- 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:

- Garage Liability NA
- 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	\$3,000,000
<input checked="" type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

- 1. Professional/Errors & Omissions \$1,000,000
- 2. Commercial Crime w/Third Party Coverage \$1,000,000

The City of Concord must be named as Additional Insured

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: RFP42-08

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 (RFP42-08, Life Insurance and Short Term Disability Insurance Benefits) 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)

PROPOSAL EVALUATION FORM

FIRM: _____ DATE: _____

PROJECT: RFP42-08, LIFE INSURANCE AND SHORT TERM DISABILITY INSURANCE BENEFITS

DEPARTMENT/DIVISION: FINANCE AND PERSONNEL DEPARTMENTS

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Overall Quality of the Proposals	10		
Meets General Conditions	10		
Cost	20		
Cogency, Plausibility of Work Plan	10		
Benefits	10		
Service	10		
<u>Firm/Organization:</u>			
Record of Satisfactory Performance	10		
Qualifications and Experience	10		
Financial Capability to Meet Requirements	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.

V. ENCLOSURES

1. STD Claims Experience Summary
2. Life Claims Experience Summary
3. Employee Census and Job Title Listing
4. Current STD Insurance Policy Certificate
5. Current Life Insurance Policy Certificate
6. Flexible Benefits Booklet Excerpt