

**NEW HANOVER COUNTY**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**OTHER POST EMPLOYMENT BENEFITS (OPEB) SERVICES**

1. GENERAL INFORMATION AND REQUIREMENTS

Release Date	<i>Thursday, June 29, 2017</i>
Deadline for Questions	<i>Thursday, July 6, 2017 by 5:00 PM</i>
Deadline for Receipt of Proposals	<i>Friday, July 14, 2017 by 5:00 PM</i> New Hanover County Finance Office 230 Government Center Drive, Suite 165 Wilmington, NC 28403

1.1 Invitation to Bid

New Hanover County (hereinafter called the “County”) invites qualified independent Firms (hereinafter called “Firm”) to provide consulting services to evaluate the County’s OPEB Plan.

Submit your proposal no later than **5:00 PM Friday, July 14, 2017** by emailing Martha Wayne at [mwayne@nhcgov.com](mailto:mwayne@nhcgov.com).

1.2 Scope of Work

New Hanover County is soliciting Proposals from Firms interested in providing professional consulting services regarding the County’s Other Post-Employment Benefits (OPEB) plan, including a review of the plan’s benefits, comparison to best practices, recommendations on plan benefits and/or policy changes, and the dollar impact on current and future liability of any recommended changes.

Interested Firms must identify whether actuarial services outside of what is being offered would be required for the full scope of services to be met in addition to a proposed timeline of the services being provided.

Information on the County’s plan can be found in **NOTE 2** of the County’s Fiscal Year Ended June 30, 2016 Comprehensive Annual Financial Report (CAFR) beginning on page 92. The CAFR can be accessed online by visiting the County’s website at <http://www.nhcgov.com/business-nhc/financial-reports>.

### 1.3 Contract Period

The contract period will be aligned with the proposed timeline submitted by the successful Firm detailing the services to be provided.

### 1.4 Late Proposals

Any proposals received after the scheduled time for receipt of proposals will not be accepted or considered.

### 1.5 Submission of Questions Concerning RFP

After the proposal issue date, all communications between the County and prospective Firms regarding this RFP shall be in writing. Any inquiries, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Martha Wayne** by emailing [mwayne@nhcgov.com](mailto:mwayne@nhcgov.com),

Questions and responses affecting the scope of the services will be provided to Firms by issuance of an Addendum which will be posted to the County's website at <http://www.nhcgov.com/business-nhc/bids/>.

This information will also be emailed to all firms who have submitted their intent to submit a proposal and provided their contact information. **All questions shall be received no later than 5:00 P.M., EST, Thursday, July 6, 2017.**

Firms may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from New Hanover County, other than the person listed in this section. If any Firm attempts or completes any unauthorized communication, the County will reject the Firm's proposal.

All firms who intend to submit a proposal for this request should send an email to [mwayne@nhcgov.com](mailto:mwayne@nhcgov.com) including pertinent contact information. This will ensure that you receive all addenda issued for this RFP.

### 1.6 Authorized Signature

Please be advised that the person signing the proposal must be authorized by the organization to contractually bind the firm with regard to prices and related contractual obligations for the performance of the requested services. **PROPOSALS NOT SIGNED WILL BE REJECTED.**

### 1.7 Cost of Preparation

Costs incurred by the firm in preparation of the response to this Request for Proposals are the responsibility of the responding firm and will not be reimbursed by the County.

### 1.8 Criteria for Award

A review committee will evaluate proposals based on the following criteria:

1. The Firm's expertise and experience with OPEB, specifically governmental experience in North Carolina with jurisdictions of similar size and financial characteristics. **(40 points)**
2. The expertise and experience of personnel to be assigned to the engagement with respect to OPEB. **(25 points)**
3. The approach used to evaluate the OPEB services offered by the County. **(25 points)**
4. Cost to provide the requested services. **(10 points)**

### 1.9 Award of RFP

Proposals will be evaluated based on the **Criteria for Award** listed in 1.8 above and the firm which best meets the experience, audit approach, and cost requirements. New Hanover County reserves the right to accept or reject any or all proposals, to waive any non-material irregularities or informalities in any RFP, to accept or reject any item or combination of items, and to make the award which will be in the best interest of the County.

### 1.10 Indemnity

Firms shall indemnify and hold County, its officers, officials, agents, and employees harmless against any and all claims, demands, causes of action or other liability, including attorney fees, on account of Contract, or personal injuries, or death, or on account of property damages arising out of or relating to the work or services to be performed by Firm hereunder, resulting from the negligence of or the willful act or omission of Firm, its agents, employees and subcontractors.

### 1.11 Trade Secret Confidentiality

Upon receipt of your proposal by New Hanover County, your proposal is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your proposal will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

To properly designate material as trade secret under these circumstances, each Firm must take the following precautions: (a) any trade secrets submitted by a Firm must be marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating This Bid," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials.

**Do not attempt to designate your entire Proposal as a trade secret, and do not attempt to designate pricing information as a trade secret.** Doing so may result in your Proposal being disqualified.

In submitting a Proposal, each Firm agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who assist the County in the selection process. Furthermore, each Firm agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Firm has designated as a trade secret.

#### 1.12 Independent Contractor

It is mutually understood and agreed that Firm is an independent contractor and not an agent of County, and as such, Firm, his or her agents and employees shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, worker's compensation, or pension or retirement benefits.

#### 1.13 Insurance

Before commencing any work or services, Contractor shall procure insurance in Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

A. Commercial General Liability

1. Firm shall maintain Commercial General Liability and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.
2. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
3. New Hanover County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the vendor and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to New Hanover County, its officers, officials, agents, and employees.
4. The firm's Commercial General Liability insurance shall be primary as New Hanover County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the New Hanover County, its officers, officials, and employees shall be excess of and not contribute with the vendor's insurance.

B. Workers' Compensation and Employer's Liability

1. Firm shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.
2. The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.
3. The insurer shall agree to waive all rights of subrogation against the New Hanover County, its officers, officials, and employees for losses arising from work performed by the contractor for the New Hanover County.

C. Business Auto Liability

1. Firm shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.
2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
3. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.
4. The firm's Business Auto Liability insurance shall be primary as respects New Hanover County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the New Hanover County, its officers, officials, and employees shall be excess of and not contribute with the vendor's insurance.

D. Professional Liability Insurance

1. Firm shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to the contractor's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the contractor's services as defined in this contract. Coverage shall be written subject to limits of not less than \$ 1,000,000 per loss.
2. If coverage required in paragraph 1 above is written on a claims-made basis, the firm warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the contract is complete.

E. Fidelity and/or Employee Dishonesty

Firm shall maintain Fidelity Coverage providing employee dishonesty, forgery or alteration, theft, disappearance, destruction, and computer fraud coverage covering firm, employees, officials, and agents for fidelity in the amount of \$100,000. This requirement may be met with Commercial Crime insurance or a Fidelity Bond.

#### 1.14 Right to Reject

New Hanover County reserves the right to accept or reject any or all proposals, to waive any non-material irregularities or informalities in any proposal and to make the award which will be in the best interest of the County.