

RFP21-10

City of Concord, New Hampshire

Purchasing Division

DENTAL PLAN BENEFITS

Prepared for, and in coordination with the

PERSONNEL DEPARTMENT and FINANCE DEPARTMENT

and

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

Contract Documents

Proposal Documents

Specifications

Firm: _____

PROPOSAL DUE DATE/TIME: FEBRUARY 9, 2010 NOT LATER THAN 2:00 PM



City of Concord, New Hampshire

PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

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

www.onconcord.com

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm to provide dental plan benefits for its eligible employees and retirees effective July 1, 2010. The firm must be lawfully engaged in providing dental plan benefits 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 February 9, 2010** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted to the **Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP21-10 DENTAL PLAN BENEFITS"

Requests for Proposals for the City of Concord may be issued only by the Purchasing Manager, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Manager, or his designee.

Copies of RFP21-10 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line (in PDF format) at www.concordnh.gov/Purchasing. If the RFP is needed in a format other than PDF please contact the Purchasing Manager at dross@concordnh.gov.

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 by this RFP 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.constructionsummry.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

Douglas B. Ross, Purchasing Manager

Date: January 18, 2010

PROPOSAL DUE DATE/TIME: FEBRUARY 9, 2010 NOT LATER THAN 2:00 PM

RFP21-10

**CITY OF CONCORD, NEW HAMPSHIRE
REQUEST FOR PROPOSALS FOR
DENTAL PLAN BENEFITS
FOR JULY 1, 2010**

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Please Deliver Proposals To:

Doug Ross, Purchasing Manager
Purchasing Division, City of Concord
Combined Operations & Maintenance Facility
311 North State Street
Concord, New Hampshire 03301

**All Sealed Proposals Must Be Received
Not Later Than 2 PM on February 9, 2010**

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 Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for **ninety (90) 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 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. 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 shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. 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 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.

PROPOSAL RESULTS:

All proposals and fee 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.

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 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:

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, experience and work plan of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the requested service and the Proposer's fee/price proposal. **See the proposal Evaluation Criteria beginning on page 22 and the Proposal Evaluation Form on page 41 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 Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of 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 Proposal (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 this 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, 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 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 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.

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 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 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 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, material, 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 made 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.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND NOISE ORDINANCES:

All work shall be conducted in conformance with Title I, General Code

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6 Noise

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.

ENERGY STAR® COMPLIANCE:

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

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/Contractor 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).

RSA 277:5-a:

Effective 7/1/08 any person/vendor signing a contract to work on a construction, reconstruction, alteration, remodeling, installation, demolition, maintenance, or repair of any public work or building for the City of Concord with a total project cost of \$100,000 or more must be in compliance with RSA 277:5-a.

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.

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. PURPOSE OF REQUEST FOR PROPOSALS

A. SUMMARY OF CURRENT PLAN:

The City currently offers its employees and their dependents a range of Health and Dental options as part of an IRC Section 125 Cafeteria Benefits Plan called Beneflex™. This plan has been in existence since August of 1989. A copy of the current Beneflex booklet is attached.

Approximately 249 employees, of the 445 employees eligible, are enrolled in one of the dental options. In addition, 80 retirees participate in the dental plan for a total enrollment of 329. In the past, a survey of employees showed that about another 44 employees had dental coverage through their spouse's employer.

The Health Benefits Review Team is conducting a comprehensive joint labor management review of the Beneflex Plan as it relates to health and dental insurance in order to: provide access to quality care; provide affordable coverage for employees in a cost effective manner; and promote and improve the health of persons covered by the plan.

The Team consists of 7 labor and 6 management representatives and a retiree. The Team Chair is the Deputy City Manager - Finance. Jones Management Consulting, Inc. has been selected by the Team to manage the RFP process.

B. DENTAL PROGRAM HISTORY

The City currently offers an optional fully insured dental plan to employees and retirees. The plan is insured by Northeast Delta Dental of Concord, NH, and became effective July 1, 2002.

Previously, the City offered "Direct Reimbursement" type plans purchased through Priority Dental in Concord, NH and claims were paid by Direct Reimbursement Benefit Plans in Alpharetta, GA. These plans were in force July 1, 2000 to June 30, 2002. Experience was favorable and they generated a surplus.

From August 1989 through June 2000, the City offered employees a choice of three traditional dental plans purchased through the NHMA Health Insurance Trust in Concord, NH and claims were paid by Delta Dental in Concord, NH.

C. CURRENT DENTAL PLAN DESIGN (2005-2010):

1. Delta Dental High. Indemnity coverage:
 - a. 100%
 - b. 60%
 - c. 50%
 - d. 50%
 - e. \$50 deductible on B & C only
 - f. \$1,000 annual maximum. No life maximum on ortho.

D. PRIOR DENTAL PLAN DESIGN (2002-2005):

1. Delta Dental High. Indemnity coverage:
 - a. 100%
 - b. 80%
 - c. 50%
 - d. 50%
 - e. No deductible
 - f. \$1,000 annual maximum. No life maximum on ortho.

E. PREVIOUS DENTAL PLAN DESIGN (2000-2002):

Dual Option:

1. Priority Dental High. Indemnity coverage:
 - a. 100% of the first \$200
 - b. 50% of the next \$1,600
 - c. \$1,000 annual maximum. Orthodontia included with no lifetime limit.
2. Priority Dental Low. Indemnity coverage:
 - a. 100% of the first \$100
 - b. 50% of the next \$1,800
 - c. \$1,000 Annual maximum. Orthodontia included with no lifetime limit.

A detailed summary of the current plan is contained in Section VII. Enclosures.

City of Concord seeks fully insured proposals for their dental benefit plans to be effective, July 1, 2010.

F. PROPOSED PLANS:

The City is interested in proposals for several different scenarios. You may propose more than one scenario. Because of cost pressures, the City is particularly interested in creative options.

1. Traditional Dental Plan
A Plan which duplicates as closely as possible the City's existing dental plan. Indemnity coverage:
 - a. 100%
 - b. 60%
 - c. 50%
 - d. 50%
 - e. \$50 deductible on B & C only
 - f. \$1,000 annual maximum. No life maximum on ortho.
2. Traditional Dental Plan with entry restrictions.
As above, but require employees declining coverage to remain out for two plan years. Additional underwriting changes designed to improve plan performance are encouraged as well.
3. Mandatory single coverage. Please show the price impact of requiring all employees to take at least single coverage.
4. Additional changes under consideration.
Considerable interest exists in new options as a way of providing employees with quality benefits at a more affordable cost. The City is interested in exploring creative options that meet this goal. Your recommendations are invited.

G. FUNDING CONSIDERATIONS:

Your proposal should be based on the following financial arrangements. Your proposed costs should include all of the administrative services outlined in Sections IV and V.

Fully Insured

If, for some reason, you elect not to quote, we would appreciate a written confirmation with your reasons for not quoting. A form for this purpose is enclosed.

Any and all deviations from the terms and conditions requested in this Request for Proposal must be clearly identified and fully explained.

We look forward to reviewing your submissions.

III. PROPOSAL SUBMISSION INSTRUCTIONS

- A. Proposers are to submit an original signed proposal and five copies to Purchasing Division, City of Concord; Combined Operations & Maintenance Facility; 311 North State Street; Concord, NH 03301; **no later than 2:00 PM on February 9, 2010.**

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

RFP 21-10 DENTAL PLAN BENEFITS

- B. To assist in reviewing the responses, it is requested that the proposals be organized in the following manner:
1. 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 in the proposal specifications.
 - b. Give the name(s) of the person(s) who will be authorized to make representation for the proposer, 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.
 2. Table of Contents, including clear identification of the material by section and number.
 3. Response to all questions and confirmation of your acceptance with all requirements of Sections III, IV, and V.
 4. Summary of Proposer's Qualifications - Please outline **IN DETAIL** any experience your organization has had working with local government groups.
 5. Proposals must be signed by a person legally authorized to bind the proposer and must contain a statement that the proposal and fees contained therein will remain firm for an effective implementation date of 07/01/10.

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

Email: rick@jonesmc.com

IV. GENERAL PROPOSAL INFORMATION AND REQUIREMENTS

A. TIMETABLE

- | | |
|--|------------|
| 1. RFP Issued | 01/18/2010 |
| 2. Closing date for receipt of written proposals | 02/9/2010 |
| 3. Award date | April 2010 |
| 4. New Plan effective date | 07/01/2010 |

B. You may submit alternative proposals (in the same envelope), and are responsible for determining that all recommendations comply with all applicable laws and regulations of the State of New Hampshire, ERISA, HIPAA, and the federal government.

C. POLICYHOLDER – City of Concord, New Hampshire

1. Proposers, if rated, should also indicate their A.M. Best's, or other rating agency's rating.
2. A copy of your firm's most recent financial statements should be enclosed with your proposal.

D. FEES AND COMMISSIONS

1. Proposer must certify that no agent or broker commissions will be paid to any individual or entity in connection with the writing or placement of this contract.
2. Proposers must state the effect of member enrollment fluctuation, if any, on all plan costs, charges and factors.

E. CONFIDENTIALITY AGREEMENT

Contractors or agents of City of Concord are required to execute a "Confidentiality Agreement" in a form substantially similar to the following Confidentiality Agreement to acknowledge that City of Concord employee claims experience data and participant information is to be handled on a strictly confidential basis:

The undersigned hereby agrees to maintain strict confidentiality relative to all documents and information relating to the Beneflex plan, including without limiting the generality of the foregoing, any claim forms, claims data, participant claims or benefit information. The undersigned acknowledges that information concerning participant claims and other matters relative to the City of Concord plan is not to be released or distributed to any person or entity, orally or in writing (other than to councilors, employees, contractors or agents of the City who have a "need to know"

such information to fulfill their duties for the City). The undersigned acknowledges that this standard is both a legal and ethical requirement and agrees to be bound by the standard.

Please confirm your agreement to this requirement in writing.

- F. Confirm that your proposal includes a “Hold Harmless” provision for your dental provider network which will defend, indemnify and hold harmless the City of Concord, its officials, directors, officers, employees, agents and clients of such entities against any claim, demand or legal action for injunctive relief of damages of any type where such claim, demand or legal action arises, or is alleged to arise, as a result of acts or omissions by your firm (if selected), its officials, directors, officers, employees, contracted providers and agents under the terms and conditions of the contract.
- G. Confirm that you will furnish a group administration manual including instructions and all necessary forms (i.e., enrollment, claim, conversion) within 30 days following the date that City of Concord confirms your selection.
- H. Confirm that you have included the following in your proposal package:

- Most recent annual report/audited financial statements
- Provider directories for the service area serving City employees
- Sample benefit plan booklets for all proposed plans

- I. Review, complete, sign and return the City Requirements forms included in Section VI:

- Specifications Exception Form
- Alternate Form W-9
- Indemnification Agreement
- Proof of Insurance

J. EVALUATION CRITERIA

- 1. Overall Quality of Proposal. Is it complete? Does the respondent follow the format requested? How easy is it to follow the response and how clear is it?
- 2. Meeting General Conditions. Are there exceptions? Are they justified? Are they material?
- 3. Cost. What will it be? What additional cost will be incurred by the city? How will the design insure the lowest possible cost over three years? Five years?

4. Cogency, plausibility or work plan. Does what the respondent propose make sense? Any gaps in the plan? Will it work? Is it logical and does it tie out to the required schedule? Does it show adaptability to changing environment? How much work is respondent proposing to put into the assignment?
5. Benefits. How closely do they match the desired plan design? Are any differences substantial? Will employees be satisfied with the benefits? Do they meet the needs of employees and retirees?
6. Service. What level of service is available to city employees? How much effort is required by the city to administer the plan?
7. Record of satisfactory performance.
8. Qualifications and experience. Does the vendor have the staffing resources, background, depth and breadth of similar experience? Is the project leader and team acceptable and committed by the respondent? Do they have experience with public sector groups in New Hampshire?
9. Financial capability to meet requirements.

V. QUESTIONS FOR PROPOSERS

A. Organizational Background

1. Information should include company history, number of employees, size range of accounts, data processing capability.
2. Please enclose a list of the key personnel and office location(s) which you are proposing to service this account and its employees, in terms of account relations/communications, customer inquiry, and on-site visits.
3. Do you have any experience providing dental insurance to local governments in New Hampshire? Please attach a list of local government clients, including three references with contact names and addresses.
4. Describe your ability to ensure provider plan acceptance, claim processing services, and customer service on-site visits as necessary.
5. Provide a brief history of your dental networks in New Hampshire including answers to the following questions:
 - a. How long has the network been operating in New Hampshire?
 - b. Is any part of the proposed network not wholly owned or operated by your organization? If not, indicate who owns and operates it.
 - c. What is the number of employers in New Hampshire with whom you have contracts?
6. What was your New Hampshire membership of the following dental products as of December 31, 2007 and 2008?

	INDEMNITY	PPO	DMO	TOTAL
2008				
2009				

B. Financial and Contracts

1. Please include samples of your standard contracts for review.
2. What dental trend factors are being used in this proposal?
3. What margin factors are being used in this proposal?

4. Please provide historical dental trend for the years 2007, 2008, and 2009.
5. When are benefit payments and EOBs released? Please indicate if procedures differ by employee vs. provider reimbursement.
6. Describe your procedures for catching ineligible claims (i.e. a child beyond dependent age limit).
7. When you find a charge over UCR, do you contact the dentist?
8. All proposed rates must be guaranteed for a period of at least one-year. Proposers should confirm this guarantee, and specify the basis for future rate and/or fee adjustments.
9. Quote all rates and fees on a per participant basis (single, two-person, family).
10. Please state the effect of member enrollment fluctuation on all plan costs and charges.
11. We are interested in proposals which are fully insured for all dental plans. Ideally, all dental plans will be aggregated for experience rating purposes.
12. Are you willing to provide 90 days advance notice for renewal rate increases? If not, what is your normal notification period?
13. Retention Exhibit

Please prepare a retention display for each proposed plan option detailing charges for administrative expenses, risk, expected claims, profit, taxes, etc.

Please be as specific and detailed as possible.

Retention and projected claims exhibit (*include at least*).

1.	Taxes	\$
2.	Risk or Contingency	\$
3.	Administrative Materials	\$
4.	Claim Administration	\$
5.	Other Administration	\$
6.	Expected Claims	\$
	TOTAL	\$

* *Expected claims should include claims, capitations, provider incentives, carve-out claims/capitations including all non-risk or administration components.*

14. Rate Exhibits:

For all insured plan options provide 12 month rates effective 07/01/10 for employee, employee & spouse or child, full family.

Explain and itemize the charges included in your retention.

C. Communications and Employee Education

Please describe any services, and their cost if not included elsewhere in your proposal, you can offer with the following:

1. Assisting in the preparation and printing, in a form satisfactory to the City, of all initial and subsequent supplies of employee communication materials, including employee booklets (summary plan descriptions), certificates, enrollment and claim forms, explanation of benefit forms and identification cards. It is expected that all new materials for the City of Concord program would be prepared and ready for distribution by May 3, 2010.
2. Describe any periodic mailings you may make to City employees on an ongoing basis in support of the plan, such as newsletters, bulletins, and announcements.
3. To what extent will your representatives be available to assist in meetings with staff, employee education meetings, the initial enrollment, installation of the program, and in establishing administrative procedures and explaining claim submissions?

D. Utilization Management

1. Please describe what services pre-authorization is required for and the process you presently use to conduct pre-authorization reviews. Be specific and include your rationale for critical steps in the process.
2. Who receives copies of the notice of certification or non-certification (denial)? When are calls made to patients and/or providers?
3. Are any of your network providers capitated? If so, under which products?

E. Data Processing/Management Information System Requirements

The successful proposer will be responsible for preparing regular management reports for the City's use. Standard paid claim utilization summaries will be

required monthly by reporting unit and plan type, as well as in total. Additional data may be required as well.

1. Briefly describe your back-up and security systems procedures and disaster recovery plan.
2. Can your system provide:
 - Monthly paid claim listings - summarized by coverage showing paid and incurred date and any discounts.
 - Statistical tests of significance on utilization reports to determine if specific areas are significantly higher or lower than the norm.
 - Describe any additional features or information your system is able to provide.
3. What claim office(s) would process claims for employees? Describe its staffing, and the number of individuals who would be assigned to process the city's claims and the experience of those individuals, including the claims and office managers. Indicate the claim office location(s) for in-network, out-of-network and out-of-area claims, if different.
4. What is your present average turn-around time for "clean" claims?
5. Describe your audit procedures to monitor turnaround time and payment accuracy. Records and documentation pertaining to the City's plan must be available for an independent auditor's review. Confirm your agreement with this requirement.
6. Does your system provide dental providers with explanations of benefits or identify on check stubs patient/employee, date of service and original amount of charge? Does your system have the ability to notify providers of charges applied to unmet deductibles or co-insurance?
7. Describe how you develop and maintain your reasonable and customary profiles; include source of data, frequency of update, percentile of recorded fees accepted.
8. What procedures are in place to ensure quality control for accurate claims payment and consistent policy interpretation?

F. Participant Access & Services

1. How would you handle the transition of employees/dependents undergoing orthodontic treatment into the plan?
2. Where will your member service office be located? Will it be in the same location as the claims office? What are your hours of member service operation?
3. Are phones answered by a person or by an automated system?
4. What percentage of incoming calls are handled at the time of the call? What is the average time to notify member on cases that need follow-up?
5. Do you provide an 800 number for member service in New Hampshire? Nationwide?
6. Are customer service representatives authorized to forgive claims up to a certain amount? If so, what is the process and follow-up? Is the employer notified?
7. What percentage of complaints result in an appeal being filed? What percentage of appeals are resolved in favor of the member?

G. Provider Networks

1. Please indicate the size of your network in New Hampshire, including the number of Dentists, Oral Surgeons, and other providers, as well as the geographic service area. Maps or a list by City would be very helpful.
2. Please enclose a copy of your most recent participating Provider Directory, for each plan, if applicable. If the Directory does not indicate those dentists which are not currently accepting new patients, then please provide a current list as a supplement to the Directory.
3. What percentage of providers in an area is sought by each of your networks?

VI. PROPOSER'S DOCUMENT CHECKLIST

The following is a list of items which must be included as proposal documents, submitted by each vendor:

1. Response to Proposal Instructions, Questions & Requirements
 - a. Section III, Proposal Submission Instructions
 - b. Section IV, General Proposal Information and Requirements
 - c. Section V, Questions for Proposers
2. Specifications Exception Form
3. Proposal Cost Exhibit Form
4. Alternate Form W-9
5. City of Concord Indemnification Agreement
6. Proof of Insurance

The successful vendor will be required to provide, prior to contract signing, its certificate(s) of insurance, meeting the minimum required types and levels of coverage, naming the City as an additional insured

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.

PROPOSAL COST EXHIBIT FORM

Please Complete a Separate Form for Each Alternative Proposal

Company Name: _____

Dental Plan Name: _____

Monthly Per Participant Premiums	Expected Enrollment	Monthly Cost	Annual Cost
Single _____	x _____	= _____	x 12 = _____
2 Person _____	x _____	= _____	x 12 = _____
Family _____	x _____	= _____	x 12 = _____
TOTALS:			
_____	_____	_____	_____

These rates are valid for 12 months starting 07/01/10

Signature

Typed/Printed Name & Title

Date

Alternate Form
W-9 (rev 01/08)

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: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company – Enter the tax classification (D =Disregard entity, C = Corporation, P = Partnership) <input type="checkbox"/> <input type="checkbox"/> Other	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 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

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:
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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 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
RFP21-10, DENTAL PLAN BENEFITS
THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful contractor 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 contractors, 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 contractor 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_____

DATE_____

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
RFP21-10, DENTAL PLAN BENEFITS
Insurance Requirements for All Insurers**

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
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- 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	NA
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

- 1. Professional/Errors & Omissions NA
- 2. Builders Risk – Renovation Form
 - All Risk completed value form including Collapse NA
 - Sublimit for Soft Cost Coverage NA
- 3. Installation Floater (Equipment) NA
- 4. Riggers Liability NA
- 6. Aviation Liability NA
- 7. Watercraft – Protection & Indemnity NA

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

NOTICE OF AWARD

Dated: _____, 2010

TO: _____

ADDRESS: _____

CITY PROPOSAL NO.: RFP21-10

PROPOSAL: Dental Plan Benefits

CITY CONTRACT NO.: RFP21-10

CONTRACT FOR: Dental Plan Benefits

You are notified that your Proposal dated _____, 2010 has been considered and accepted for you to provide Dental Plan Benefits to the City of Concord's employees, retirees and dependents. All terms, conditions, specifications and prices shall be in accordance with the City's Request for Proposals and the Insurer's proposal.

The Contract Price of your contract shall be:

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, that is by _____, 2010.

1. You must deliver to the **CITY** one fully executed counterpart of the Agreement.
2. You must deliver with the executed Agreement your insurance certificate, meeting the required minimum types and levels of coverage, which names the **CITY** as an 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 and issue a Notice to Proceed and purchase order.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY

(AUTHORIZED SIGNATURE)

DOUGLAS B. ROSS, PURCHASING MANAGER
(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 non-profit corporation, hereinafter called the “**INSURER**”.

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

1. The **INSURER** will commence and provide the dental plan benefits for the **CITY’S** employees, retirees and dependents. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Proposals (RFP21-10) and the **INSURER’S** proposal response dated _____, 2010. In the event of any conflict in language between the **CITY’S** Request for Proposals and the **INSURER’S** proposal the provisions and requirements set forth in the **CITY’S** Request for Proposals shall govern.
2. The **INSURER** will furnish all of the material, supplies, labor and other services necessary to provide the dental plan benefits described herein.
3. The **INSURER** will commence to provide the services required by the **CONTRACT DOCUMENTS** on July 1, 2010. Completion time for the provision of dental benefit plan services shall be June 30, 2011. This Agreement may be extended, by mutual consent, for two (2) additional one (1) year periods.
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:
 5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
 - (A) REQUEST FOR PROPOSALS 21-10
 - (B) RFP21-10 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) PURCHASE ORDER

(I) ADDENDA NUMBER _____ DATED _____

6. The **CITY** will pay the **INSURER** premiums based on the enrollment of **CITY** employees, retirees and their dependents.
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 Manager

(SEAL)

ATTEST:

Name _____

Title _____

INSURER:

By _____

Name _____

(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____, 2010

To: _____

ADDRESS: _____

CITY PROPOSAL NO.: RFP21-10

PROPOSAL: Dental Plan Benefits

CITY CONTRACT NO.: RFP21-10

CONTRACT FOR: Dental Plan Benefits

(Insert Name of Insurer as it appears in the Proposal)

You are notified that the Contract Time under the above contract will commence to run on July 1, 2010. 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, 2011. This Agreement may be extended, by mutual consent, for up to two (2) additional one (1) year periods.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY

(AUTHORIZED SIGNATURE)

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

COPY TO PERSONNEL AND FINANCE

City of Concord,
New Hampshire



Finance Department
PURCHASING DIVISION

Combined Operations & Maintenance Facility
311 North State Street
Concord, NH 03301
(603)225-8530 FAX(603)230-3656
www.onconcord.com

Reference: RFP21-10

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 (RFP21-10, Dental Plan 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: RFP21-10, DENTAL PLAN 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.

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