



**TRUCKEE MEADOWS WATER AUTHORITY  
REQUEST FOR PROPOSAL (RFP)  
ACTUARIAL SERVICES  
TMWA BID/RFP NO.: 2018-010**

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**PROJECT SCOPE:** Truckee Meadows Water Authority (TMWA) is seeking sealed Request for Proposal (RFP) to provide actuarial services for two active *Other Post-Employment Benefits* (OPEB) trusts in order to comply with the Governmental Accounting Standards Board (GASB) Statement No. 74 and 75 that establishes standards for the measurement, display and recognition of OPEB expenses and liabilities. In order to accomplish this, TMWA is seeking an actuarial consultant to prepare an actuarial valuation for each of its OPEB plans as of December 31, 2017. The previous actuarial evaluations were performed as of December 31, 2016 to comply with GASB 45.

**PROPOSAL DOCUMENTS:** All RFP documents may be downloaded from TMWA's website at <https://tmwa.com/doing-business-with-us/bidding-opportunities/>

**PROPOSAL SUBMITTAL:** Sealed proposals must be submitted to TMWA by mail to P.O. Box 30013, Reno, Nevada 89520-3013 or in person to 1355 Capital Boulevard, Reno, NV 89502, and must be **RECEIVED BY TMWA NOT LATER THAN 1:30 P.M. PST ON December 28, 2017**. Proposals received after the date and time set for receipt will be **REJECTED**.

**PROPOSAL OPENING: December 28, 2017, at 1:35 p.m.** at the TMWA Conference Room, 1355 Capital Blvd., Reno, NV 89502. TMWA reserves the right to reject any or RFP's, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional RFP's, and to reject the Proposal of any Proposer if TMWA believes that it would not be in the best interest of TMWA to make an award to that Proposer. TMWA also reserves the right to waive informalities. RFP's will be evaluated as prescribed in Nevada Revised Statute 332.

**TERM:** One year (1) with the right to extend this contract upon mutual consent of both parties for three (3) additional, one-year periods.

**QUESTIONS:** Questions may be submitted in writing to the TMWA's Chief Financial Officer up to three (3) business days before the RFP Opening.

Michele Sullivan, CPA  
Chief Financial Officer (CFO), Treasurer  
Truckee Meadows Water Authority  
1355 Capital Boulevard  
Reno, NV 89502  
(775) 834-8284  
Fax (775) 834-8153: e-mail: [msullivan@tmwa.com](mailto:msullivan@tmwa.com)

**GENERAL TERMS AND CONDITIONS**

1.0 SUBMISSION OF RFP

- 1.1 In response to this RFP, Proposers shall submit **one (1) original proposal marked "Master"**, three (3) identical bound copies, and one (1) identical electronic response in Microsoft Word, Microsoft Excel, or Adobe PDF, on CD or flash drive. Clearly label and index binders with appropriate section and sub-section numbers as referred to herein. Number each page individually and provide a table of contents.
- 1.2 Neither TMWA nor any official or employee thereof shall be responsible for the pre/post-opening of, or failure to open an RFP not properly addressed, identified or mislabeled.
- 1.3 Proposals submitted by telephone, telegraphic notice, email or facsimile will not be accepted.
- 1.4 RFP and any addenda shall be submitted in a sealed envelope or box and labeled using the following format:

**Company:** \_\_\_\_\_  
**RFP TITLE: Actuarial Services For Truckee Meadows Water Authority**  
**RFP #: 2018-010**  
**Opening Date: December 28, 2017**  
**Receipt Time: 1:30 P.M. Local Time (PST)**  
**Proposal Opening Time: 1:35 P.M. (PST)**

**Mail or deliver RFP To:**

**Michele Sullivan, CPA**  
**Chief Financial Officer (CFO), Treasurer**  
**Truckee Meadows Water Authority**  
**Purchasing Department**  
**1355 Capital Blvd.**  
**Reno, NV 89502**

- 1.5 In order for an RFP to be considered, it is mandatory that the RFP documents be received and time-stamped in TMWA office listed above, prior to the receipt time specified in the RFP document (see page 1).
- 1.6 Information should be prepared to provide a straightforward, concise delineation of capacities to satisfy requirements of the RFP on TMWA's forms. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be placed on conformance to RFP instructions, responsiveness to RFP requirements, completeness and clarity of content.
- 1.7 Any irregularities or lack of clarity in the RFP should be brought to the attention of TMWA's Purchasing Department for correction or clarification.
- 1.8 Addenda issued may become an integral part of this RFP. All addenda are posted on the TMWA Purchasing website at: <https://tmwa.com/doing-business-with-us/bidding-opportunities/> Proposer must acknowledge receipt of addenda by signing and returning with the original RFP documents. It is the Proposer's responsibility to insure receipt of any addenda. Failure to submit a signed addendum may result in rejection of an RFP.

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- 1.9 An authorized representative of Proposer's firm must sign this RFP document. An unsigned proposal shall be disqualified.
- 1.10 All costs incurred in the preparation and submission of responses to the RFP shall be the responsibility of the Proposer.
- 1.11 Proposer assumes any and all risks involved with method of dispatch chosen. TMWA assumes no responsibility for Proposer's failure to deliver RFP in accordance with the specified receiving point and time stated herein.
- 1.12 All proposals and accompanying documentation become the property of TMWA and will not be returned.

## 2.0 LATE PROPOSALS

- 2.1 Late proposals will not be accepted. A proposal may be received any time prior to the receipt time and date. A proposal arriving after the deadline will be returned to its sender unopened.

## 3.0 WITHDRAWAL OF PROPOSAL

- 3.1 A proposal may be withdrawn by written notification delivered by mail, fax or e-mail provided such notice is received prior to the date and time set for the RFP opening.
- 3.2 A request for withdrawal of a proposal received after the scheduled opening will not be considered.

## 4.0 PROPRIETARY INFORMATION

- 4.1 TWMA is a public entity as defined by state law and, as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under said law, all TMWA records are public (unless otherwise declared by law to be confidential), subject to inspection and may be copied by any person.
- 4.2 Proposers are advised that after the CFO has made a Recommendation of Award (ROA), the complete content of all proposals will become public record and nothing contained in the proposal will be deemed to be confidential. Proposers should not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Thus proposals should contain sufficient information to be evaluated without reference to any proprietary information.

## 5.0 VERBAL PRESENTATION/ORAL INTERVIEWS

- 5.1 TMWA reserves the right to require any or all Proposers to give a presentation or demonstration illustrating their abilities relative to this effort and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, Proposer(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement.

## 6.0 GOVERNING LAW

- 6.1 Should there be any contract/agreement acquired, Proposer agrees that it shall be governed by and construed in accordance with the laws of Nevada. No action involving this contract

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agreement may be brought except in the district and federal courts located in Washoe County, Nevada, USA.

7.0 LOSS OF AGREEMENT AND/OR INABILITY TO FULFILL REQUIREMENTS

- A. If Proposer has had an agreement terminated, or has a pending termination, or a settlement to avoid litigation or termination for default during the past five (5) years, all such incidents must be described.
- B. Termination for default is defined as notice to stop performance due to Proposer's non-performance or poor performance, and the issue was either: (i) not litigated; or (ii) litigated and such litigation determined Proposer to be in default.
- C. Proposer shall submit full details of all terminations for default, settlements, or pending terminations experienced in the past five (5) years including the other party's name, address, and telephone number. Proposer shall also present its position on the matter.
- D. TMWA shall evaluate the facts and at its sole discretion may reject the Proposer's response if the facts discovered indicate that completion of an agreement resulting from this RFP may be jeopardized by selection of Proposer.
- E. If Proposer has experienced no such settlement or terminations for default in the past five (5) years, and has no pending terminations, it must affirmatively declare this to be so.

8.0 FUNDING OUT CLAUSE

- 8.1 Should the funding authority of TMWA fail to appropriate funds to continue payment on a resultant agreement, TMWA shall cancel said agreement without termination charge or penalty. Written notification shall be made should this occur.

9.0 TERMINATION OF CONTRACT

- 9.1 This contract may be terminated in whole or in part by TMWA for its convenience, but only after the Proposer is given:
  - 9.1.1 Not less than thirty (30) calendar days' written notice of intent to terminate.
  - 9.1.2 An opportunity for consultation with the CFO of TMWA prior to termination.

10.0 REQUIRED INSURANCE COVERAGE

- 10.1 The awarded Proposer shall, at the Proposer's sole expense, procure, maintain and keep in force for the duration of the contract insurance conforming to the minimum limits as specified in this document. The required insurance shall be in effect prior to the commencement of work by the awarded Proposer and shall continue in force as appropriate until final acceptance by TMWA of the completion of this contract.
- 10.2 Each insurance policy shall be issued through an insurance carrier(s) licensed to do business in the State of Nevada and having current A.M. Best rating of A-:VII or better.
- 10.3 Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to TMWA to evidence the insurance policies and coverages required of the awarded Proposer. The certificate must name TMWA as the certificate holder. The

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certificate should be signed by a person authorized to bind coverage on its behalf. Upon renewal of the policies listed, awarded Proposer shall furnish TMWA with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance.

#### 11.0 WORKER'S COMPENSATION COVERAGE

11.1 Awarded Proposer shall have Worker's Compensation coverage as required by law for the duration of the contract to include Employer's Liability Coverage with minimum limits of one million dollars (\$1,000,000) for the duration of the contract term.

#### 12.0 GENERAL LIABILITY INSURANCE

12.1 During the life of the contract, the awarded Proposer providing service to TMWA shall maintain Comprehensive General Liability Insurance approved by TMWA.

12.2 Limits shall be equal to the amount carried by the awarded Proposer, but shall not be less than one million dollars (\$1,000,000) for bodily injury and property damages, per occurrence, two million dollars (\$2,000,000) products and completed operations aggregate, and two million dollars (\$2,000,000) general aggregate. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

#### 13.0 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

13.1 During the life of the contract, Proposer shall maintain Comprehensive Automobile Liability Insurance for "any auto", including all owned autos, non-owned autos, and hired autos.

13.2 Limits shall be equal to the amount carried by the awarded Proposer, but shall not be less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage.

#### 14.0 PROFESSIONAL LIABILITY INSURANCE

14.1 During the life of the contract, Proposer shall maintain Professional Liability Insurance (Errors & Omissions) with minimum limits of at least one million dollars (\$1,000,000) per occurrence. The insurance required above may be proved under primary policies or by a combination of primary and excess policies. The policy shall have a retroactive date prior to commencement of the performance of project services and a discovery period at least three (3) years after the termination or the date of substantial completion of the project. Professional Liability is not covered under additional Umbrella Liability coverage.

#### 15.0 OTHER INSURANCE PROVISIONS

##### 15.1 VERIFICATION OF COVERAGE

- Awarded Proposer shall furnish TMWA with certificates of insurance with original endorsements effecting coverage required by this clause.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

- All certificates and endorsements are to be received and approved by TMWA before work commences.

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- TMWA reserves the right to require complete, certified copies of all required insurance policies at all times.

#### 15.2 DEDUCTIBLES AND SELF-INSURED RETENTIONS

- Any deductibles or self-insured retentions shall not exceed \$5000 per occurrence, unless otherwise approved by TMWA before any products and/or services are rendered.
- TMWA reserves the right to request additional documentation, financial or otherwise, prior to giving approval of the deductibles and self-insured retentions before any products and/or services are rendered.
- TMWA shall be notified of any changes to the deductibles or self-insured retentions made during the term of this contract or during the term of any policy, prior to the change taking effect.
- It is understood that the awarded Proposer is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

#### 15.3 POLICIES TO CONTAIN OR BE ENDORSED TO CONTAIN THE FOLLOWING PROVISIONS:

- TMWA, its officers, employees and immune contractors are to be named as an "Additional Insured" on the awarded Proposer's general liability and auto liability coverages. The coverages shall contain no special limitations on the scope of protection afforded to TMWA, its officers, employees, and immune contractors.
- The awarded Proposer's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by TMWA, its officers, employees, and immune contractors shall be in excess of the awarded Proposer's insurance and shall not contribute with it in any way.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to TMWA, its officers, employees, immune contractors.
- The insurance companies issuing the policy or policies shall have no recourse against TMWA for payment of any premiums, costs or assessments under any form of policy.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled or non-renewed by either the awarded Proposer or by the insurer, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to TMWA.
- The awarded Proposer's insurers shall have no right of recovery or subrogation against TMWA, its officers, employees, immune contractors in connection with damage covered by any policy.

#### 16.0 LICENSE AND CERTIFICATION

- 16.1 Proposer must be licensed or incorporated to do business in the State of Nevada.
- 16.2 Proposer shall possess all applicable licenses and/or certifications to perform this type of service.
- 16.3 If applicable, Proposer shall possess appropriate city and/or county business licenses.

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17.0 VESTED INTEREST

17.1 Proposer chosen cannot receive any benefits (directly or indirectly) or be party to other agreements that may emanate from recommendations, contracting actions, and or activities related to this effort.

17.2 The only benefit Proposer may derive from this project is payment for the identified work and optional tasks contained herein, including identified deliverables in Proposer's initial RFP response and subsequent written additions to the agreement authorized by TMWA.

18.0 WARRANTY

18.1 Proposer warrants that the work shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practice and procedure.

18.2 Proposer further warrants that the work fulfills the requirements and intent of the entire contractual agreement inclusive of Proposer's RFP response.

18.2.1 If service fails to meet the aforementioned criteria and/or is deemed to be inadequate in the judgment of TMWA, Proposer shall re-perform the service or portion of the service that is unsatisfactory.

18.2.2 Proposer shall be liable for all costs and expenses incurred in the performance of corrective work and services, including travel, per diem, etc.

19.0 ASSIGNMENT

19.1 Any attempt by Proposer to assign or otherwise transfer any interest in this agreement without the prior written consent of TMWA shall be void.

20.0 ATTORNEY'S FEES

20.1 The parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorney's fees.

21.0 COMPLIANCE WITH LAW

21.1 Proposer shall comply with all applicable federal, state and local statutes, regulations, ordinances, or other legal requirements which apply.

22.0 CONFIDENTIAL TREATMENT OF INFORMATION

22.1 Proposer shall preserve any information obtained, assembled or prepared in connection with the performance of this agreement in strict confidence.

23.0 COVENANT

23.1 Proposer covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement. Further, Proposer covenants to its knowledge and ability that in performance of said services no person having any such interest shall be employed.

24.0 DISPUTE RESOLUTION

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- 24.1 Any controversy or claim arising out of or related to the agreement or the breach thereof shall be settled by arbitration unless TMWA, at its sole option, rejects arbitration by so notifying Proposer.
- 24.2 If TMWA rejects arbitration, Proposer shall have thirty (30) days from the date of receipt of rejection to send notice to commence litigation by the service of a summons and complaint upon TMWA.
- 24.3 Failure to effect service upon TMWA within said time period shall act as a bar to litigation of the claim, which was the subject of the request for arbitration.
- 24.4 If the matter is arbitrated, TMWA shall designate whether the rules of the American Arbitration Association or the rules of the Nevada Arbitration Association shall apply. Nevada courts may enter judgment on such awards.
- 24.5 The parties agree that any arbitrator may not award attorney's fees in any case.
- 24.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this proposal, the awarded Proposer's response, and any agreement submitted by the awarded Proposer, the language in this proposal shall take precedence.

#### 25.0 FORCE MAJEURE

- 25.1 Neither party shall be liable for failure or delay in performance under any agreement anticipated by this order in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not the kind is specifically enumerated above. During any period of Proposer's inability to perform, TMWA may acquire from others said goods or services without incurring liability to Proposer.

#### 26.0 PATENT INDEMNITY

- 26.1 Proposer agrees to indemnify and hold TMWA harmless from any claim involving patent infringement or copyrights on goods supplied.

#### 27.0 PENALTIES

- 27.1 In case of default by Proposer, TMWA may procure the products and/or services from other sources and may deduct from any unpaid balance due Proposer or collect against the bond, security, or surety for the amount of excess costs so paid.

#### 28.0 INDEMNITY

- 28.1 Proposer agrees to indemnify and hold harmless TMWA, its officers, employees, agents, and volunteers from and against all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement if such injury, loss, or damage is due to the negligence of Proposer, any Sub-Proposer of Proposer, or any officer, employee, or agent of Proposer.
- 28.2 TMWA agrees to indemnify and hold Proposer, its officers, and its employees harmless from and against any and all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work

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performed under this agreement, if such injury, loss, or damage is due to the negligence of TMWA or any officer, employee, or agent of TMWA subject to the provisions of Nevada Revised Statutes, Chapter 41, including, but not limited to Section 41.035.

28.3 The obligation of this section shall not apply to damages for which TMWA is/shall become liable by final judgment to pay to a third party as the result of the negligence of TMWA. Nothing herein shall constitute a waiver by TMWA of any and all rights and privileges under any governmental immunity act or related statute.

#### 29.0 INTELLECTUAL PROPERTY

29.1 Any drawings, written reports or other works made by Proposer shall be considered works for hire and become the property of TMWA. Any such works shall not be stamped with the Proposer's proprietary markings.

#### 30.0 NO THIRD-PARTY RIGHTS

30.1 This agreement is made for the benefit of TMWA and Proposer, not for any outside party.

#### 31.0 NON-ENDORSEMENT

31.1 As a result of the selection of a Proposer to supply services, TMWA is neither endorsing nor suggesting that the Proposer's service is the best or only solution. Proposer agrees to make no reference to TMWA in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of TMWA.

#### 32.0 RECORDS

32.1 Records shall be maintained as required by awarded Proposer in compliance with applicable municipal, federal or state laws, ordinances, codes, and as prescribed by TMWA.

32.2 At any time during normal business hours when TMWA deems it necessary, all records shall be made available to TMWA at a location in Washoe County, Nevada for examination with respect to all matters covered by any subsequent agreement.

32.3 TMWA may audit, examine and/or take excerpts or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent to this RFP.

#### 33.0 SEVERABILITY

33.1 If a competent court or arbitrator holds any of the terms, covenants, provisions and agreements contained herein invalid, illegal or unenforceable, this agreement shall be interpreted as if such invalid terms, covenants, provisions, or agreements were not contained herein and the remaining provisions shall be valid and enforceable.

#### 34.0 EXPENSES

34.1 In the event that TMWA agrees to pay for any of Proposer's expenses directly related to this service, the following parameters shall apply:

34.1.1 No overhead and/or profit shall be permitted.

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34.1.2 Proposer shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by TMWA policy, regulations, and procedures for its own employees.

### 35.0 REJECTION OF PROPOSALS

35.1 TMWA reserves the right to reject any and all proposals received, or any part thereof. Proposals may be rejected for any of, but not limited to, the following causes:

35.1.1 Proposal lacks signature by an authorized representative of Proposer.

35.1.2 Evidence of collusion among Proposers exists.

35.1.3 Proposer fails to meet terms and conditions as specified in the RFP.

35.1.4 Evidence submitted by Proposer leads TMWA to believe that Proposer will be unable to carry out the obligations of the agreement and complete the work described.

35.1.5 TMWA investigation determines that Proposer is not qualified to meet the obligations of the agreement and complete work described.

35.1.6 Cost of services exceeds budgetary constraints. TMWA shall determine at its sole discretion the value of any and/or all proposals including price and non-price attributes.

35.1.7 TMWA reserves the right, without qualification and in its sole discretion, to accept or reject any or all proposals for any reason without explanation to the respondent, or to make the award to that respondent, who, in the sole opinion of TMWA, is in the best interests of TMWA and will provide the most value to TMWA and its customers.

### 36.0 REFERENCES

36.1 TMWA may investigate information supplied by Proposer to determine its accuracy.

36.2 Proposer supplying a reference or customer list gives TMWA permission to contact firms listed and understand that any information gathered may be used in evaluation of the proposal.

### 37.0 PROPOSAL NEGOTIATIONS

37.1 TMWA may open negotiations with responsive Proposers after submission of proposals and prior to award.

37.2 At its sole discretion TMWA reserves the right to award an agreement without negotiation based upon written proposals.

37.3 TMWA reserves the right to accept any proposal which it deems most favorable to TMWA and to reject any or all proposals or any portion of any proposal submitted which is not in TMWA's best interest.

### 38.0 CONTRACT AWARD GUIDELINES

38.1 TMWA reserves the right to waive any minor informalities or irregularities in proposals and/or agreements in its best interest.

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- 38.2 TMWA reserves the right to award an agreement on the basis of individual scope of service elements, groups of elements or all elements to a single Proposer. Taking into consideration the specified evaluation criteria, TMWA will select the Proposer whose proposal is most advantageous to TMWA.
- 38.3 Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a purchase order.
- 38.4 All agreements are subject to approval by TMWA's legal counsel and may require approval of the CFO or Board of Directors prior to execution.
- 38.5 Once awarded, this RFP (contract) will be the final expression of contract/agreement between the parties and may not be altered, changed, or amended except by mutual written approval agreement.
- 38.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this RFP document, the awarded Proposer's proposal, and any additional contract/agreement submitted by the awarded Proposer, the language in this RFP document shall take precedence.
- 38.7 TMWA reserves the right to hold proposals for a period of ninety (90) days from date of opening before awarding or rejecting said proposals.

39.0 RECOMMENDATION FOR AWARD POSTING

It is the responsibility of the interested Proposer to obtain the Recommendation for Award (ROA).The ROA is posted on the following websites:

<https://tmwa.com/doing-business-with-us/bidding-opportunities/>

\*\*\*\*\* **END OF GENERAL TERMS AND CONDITIONS** \*\*\*\*\*

## **SPECIAL TERMS AND CONDITIONS**

### 40.0 TERM OF AGREEMENT

40.1 It is the intent of TMWA to award a contract for the term of one (1) years upon release of Notice of Award (no later than January 3, 2018) with an option for TMWA to renew for an additional term of three (3) years, providing the terms, conditions and pricing remain unchanged or are mutually agreed upon.

### 41.0 SCOPE OF WORK, SERVICE AND TECHNICAL REQUIREMENTS

41.1 TMWA is seeking proposals within its Finance Department to provide actuarial services for two *Other Post-Employment Benefits* (OPEB) in order to comply with the Governmental Accounting Standards Board (GASB) Statement No. 74 and 75 that establish standards for the measurement, display and recognition of OPEB expenses and liabilities. In order to accomplish this task, TMWA is seeking an actuarial Consultant to perform an actuarial evaluation with a measurement date in compliance with GASB 74 and 75 for its two separate trusts. These trusts have a fiscal year end of December 31. The last actuarial valuation of its OPEB plans had a measurement date of June 30, 2016 and was calculated in compliance with GASB 45.

#### 41.2 Actuary Evaluation

- The requested services are to include an evaluation of TMWA's Post-Retirement Medical Plan and Trust (PRMPT), a single-employer defined benefit healthcare and life insurance plan, and TMWA's Other Post-Employment Benefit Plan and Trust (OPEBT) a single-employer defined benefit healthcare plan.
- The evaluation should be prepared in compliance with GASB Statement No. 74 Financial Reporting for Postemployment Benefit Plans Other than Pensions and GASB Statement No. 75 Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.
- The report should include all necessary financial statement disclosure material for both benefit plans as of December 31, 2017 and for TMWA's employer Financial Report as of June 30, 2018. A draft report shall be provided for review prior to the final evaluation report.
- **Final report must be provided by March 1, 2018** (review Section 47.0 Term of Agreement for impact).

### 42.0 SUBMITTAL FORMAT REQUIREMENTS

***NOTE: RFP should be organized in the following format for ease of evaluation.***

- 42.1 Include a transmittal letter written on Proposer's letterhead with firm's full name, Proposer's legal status (sole proprietor, partnership, corporation or other), address, telephone and fax numbers and email address.
- 42.2 Include a complete Table of Contents.
- 42.3 State whether Proposer's organization is national, regional or local.

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- 42.4 State the location of the office from which Proposer's work would be performed.
- 42.5 Provide a brief history of the firm, including any supplemental information such as samples of work, etc., which may be of assistance to the evaluation committee in determining the qualifications of the firm and/or individuals responding to RFP.
- 42.6 Identify each principal of the firm and all key personnel.
- 42.7 Explain in detail the duration and extent of experience with similar utilities including name, address and phone number of contact person for each operation.
- 42.8 Identify senior-level principal, who will act as the primary professional assigned to the account, and describe this person's experience and qualifications. Should Proposer need to replace this senior-level principal, TMWA approval will be required.
- 42.9 Identify staff resources to be made available to TMWA.
- 42.10 Indicate ALL costs/fees associated with the valuation and define details on a Cost/Fee Schedule and provide said schedule separately in sealed envelopes.
- 42.11 Describe the approach taken including, but not limited to, how the project will be organized, number and types of staff involved, staff experience and qualifications.
- 42.12 If applicable, submit names, addresses, phone numbers, and applicable licenses of all firms, which will provide services in conjunction with the performance of this RFP.
- 42.13 If applicable, include a description of staff training and development programs.
- 42.14 Submit any proposed agreement required to prepare this valuation. TMWA may elect to execute Proposer's agreement provided TMWA's standard terms and conditions in this Proposal are incorporated into the final agreement. Unless otherwise identified as such, TMWA's RFP language takes precedence in all cases.
- 42.15 **ALL** Submittal Forms within Sections 45.0 through 48.0 must be submitted with RFP or the proposal may be rejected. Should Proposer fail to sign under authority the RFP document (Section 48.0), then the proposal shall be rejected (refer to Section 1.9).
- 42.16 Demonstrate a timeline, that if selected as the awarded proposer, the firm can meet the required deadline of **March 1, 2018**, and provide a list of data/information required from TMWA staff with a date required for submission to the actuary Consultant to prepare draft report and final report.
- 42.17 Include (at minimum) one (1) copy of a "SAMPLE" actuary reports with proposal.
- 42.18 Submit annual reports or financial statements for the last three (3) consecutive years of operation. **If this is not provided with Proposal, TMWA reserves the right to reject proposal as "non-responsive." The financial statements should be provided in a separate, sealed envelope, so that it can be easily forwarded to our Business and Finance staff for review. Please do not include these statements in the proposal binders.** Only one copy of these statements is required.

#### 43.0 EVALUATION CRITERIA

- 43.1 An evaluation committee will review the responses and determine the best proposal in accordance with the following evaluation criteria, which are listed in no particular order:

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- A. Proposer’s experience and success in conducting similar work with similar businesses, including evaluation of references provided with proposal.
- B. Technical approach and Proposer’s grasp of project as shown by the depth, breadth, and clarity of proposal.
- C. Adequacy of resources, including personnel, facilities, location, and other related factors.
- D. Management and Planning – Quality of procedures and organizational structures proposed for completion of the work that would result in awarded timeliness of requested services. Final report is required by March 1, 2018
- E. Overall financial stability results to TMWA and financial terms of the Proposal
- F. Credentials obtained by Senior-level principal and assigned staff.
- G. Cost/Fee Schedule for all requested services.
  - Please include any additional costs that may need to be considered if, as the awarded proposer, the firm is asked to present and/or answer questions with regards to “Final Report” at the OPEB Trustees Meeting in April of 2018.
  - Please provide cost/fee if firm is to present “in-person” OR via “video conference.”

44.0 PRICE ADJUSTMENT

- 44.1 Pricing provided by the Proposer shall not increase during the initial one (1) year contract period.
- 44.2 After the initial award period of one (1) year, if a renewal is exercised, a price adjustment may be submitted for review and authorization by TMWA prior to each *optional* renewal term for three (3) years.

\*\*\*\*\* **END OF SPECIAL TERMS AND CONDITIONS** \*\*\*\*\*

**SUBMITTAL FORMS**

45.0 REFERENCE FORM

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

46.0 PUBLIC DISCLOSURE FORM

Firm Name: \_\_\_\_\_

I hereby certify that I understand:

- TMWA employees shall not receive unlawful compensation, commission or personal profit in the course of performing TMWA duties.
- TMWA positions may not be used for unlawful purposes or personal gain.
- I further certify that I have listed all personal relationships and financial interests between the company, company officers, and key employees with current and former TMWA Board of Trustees members and current and former TMWA authorizing officials.

Please complete form below. Additional sheets may be attached if necessary. Write **N/A** if non-applicable.

Company/Employee	Position	Date of Hire	District Official/ Trustee	Relationship/ Interest

I hereby acknowledge that failure to disclose all facts relative to a conflict or potential conflict of interest with regard to my contract/agreement with TMWA may result in termination of said RFP (contract/agreement).

Signature: \_\_\_\_\_  
 Authorized Firm Representative

Title: \_\_\_\_\_ Date: \_\_\_\_\_



47.0 CONTACT INFORMATION

Firm Name:	
Address:	
City:	State:
Phone #:	Fax #:
Email:	

48.0 PROPOSAL SIGNATURE

By signing this Proposal, I acknowledge the following:

- I am an authorized agent for Proposer's firm.
- Proposer has read, understands and agrees to the terms and conditions in this RFP and accompanying documents.
- Proposer intends to supply the materials and/or services specified herein.
- Proposer shall provide, execute, and maintain insurance policies as specified herein.
- Proposer shall comply with all federal, state, city, local, county, TMWA statutes, other regulations and requirements.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date