Bid#_8057
Contract#BC-25-8057

## **Contract for Services Terms and Conditions**

Barnstable County 3195 Main Street Barnstable, MA 02630

Barnstable, MA 02630				
THIS AGREEMENT is made this 10th day	of July 20.24	4 by and bet	nua an	
The Segal Co. (Eastern States), Inc. 1				02116
	ctor's Legal Name and A		r Bostori, MA	02110
(hereinafter referred to as Contractor), and Barn the "Parties").	stable County (herei	nafter referred	I to as County and	d collectively as
The Contract for Services Terms and Conditions a Amendments shall take precedence over any add other document attached hereto.		_		•
NOW THEREFORE, the County and the Contracto	r do mutually agree a	as follows:		
<ol> <li>Employment of Contractor. The Contractor Scope of Services. Contractor hereby agrees to compensation benefits, unemployment compensattributable to the status of "employee" and Co County or Town, including costs, benefits, and re</li> <li>Scope of Services. The contractor shall perform</li> </ol>	hold the County has sation benefits, retir ntractor specifically easonable attorney f	ermless from a ement benefit agrees to pay ees in the ever	any claims regard s, or any other be for all damages in the Contractor	ling worker's enefit normally ocurred by the
Attachment A consisting of ten (10) pag	· ·	ices set fortiff		
3. Contract Amendments. The following amends representatives of the Parties and are attached h			xecuted by duly a	uthorized
4. Time of Performance.				
7/1/24	12/3	31/28	_	
Start Date	E	nd Date		
5. Responsible County Official: The County Offici this Contract shall be: Varies by entity	ial and Department o	exercising man	agerial and budge	tary control for
<del></del>				

6. Payment:	nt:
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Α.	The County shall compensate the Contractor for the services rendered at the rate of \$\text{Varies}  \text{per} \frac{ATTACHMENT B}{\text{e.g.}} \text{(e.g., hour, week, quarterly, project, etc.).}
В.	In no event shall the Contractor be reimbursed for time other than that spent providing the described service(s).
C.	Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly, Quarterly, Other_X (specify)_Attachment A
D.	Reimbursement for Travel and Other Contractor Expenses:
	☐ All travel and meals are part of this Contract. No reimbursement will be made.
	<ul> <li>Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$</li> <li>Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.</li> </ul>
	☐ Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$
	<ul> <li>OTHER Expenses shall be limited to:</li> <li>Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.</li> </ul>
E.	The total of all payments made against this Contract shall not exceed: \$ Varies by entity

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the services were performed. Contractors shall submit invoices within sixty (60) days of completing the work.

- 7. **Certification.** Contractor certifies under the pains and penalties of perjury that pursuant to Mass .Gen. Laws ch.62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch.152 and payment of wages, Mass. Gen. Laws ch. 149, § 148. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination;
- 8. **Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Contractor or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.
- 9. **Termination for Convenience of County.** The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

- 10. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 11246.
- 11. **Subcontracting.** None of the services to be provided to the County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.
- 12. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.
- 13. **Conflict of Interest**. Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.
- 14. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.
- 15. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.
- 16. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

- 17. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.
- 18. **Political Activity Prohibited.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- 19. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.
- 20. **Choice of Law.** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.
- 21. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
- 22. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the County, its elected or duly appointed officers, and employees against liability, losses, damages or expenses (including reasonable legal expenses) resulting from any claim based upon to the extent caused by breach of this contract or negligent acts, errors or omissions or willful misconduct of the Contractor, its employees or its agents in providing its service(s) to the County pursuant to the Contract. After prompt notification of a claim by the County, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The County shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law. Notwithstanding the foregoing, Contractor has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Contractor's finally determined percentage of liability as determined by a court of competent jurisdiction.
- 23. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 subpart A-F)

- 24. **Tax Exempt Status.** The County is exempt from federal excise, state, and local taxes; therefore, sales to the County are exempt from Massachusetts sales and use taxes. If the County should become subject to any such taxes during the term of this Contract, the County shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.
- 25. **Headings, Interpretation and Severability**. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
- 26. Waiver of Liability. The Contractor hereby covenants and agrees to waive any and all claims against Barnstable County and release Barnstable County from any liability for Contractor's negligent actions in performing of the Scope of Services.
- 27. Amendments. The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor costs, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.
- 28. Entire Agreement. The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.
- 29. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

To the County: Jennifer Frates Chief Procureme	ent Officer
3195 Main Street, Barnstable, MA 02630 jennife	r.frates@capecod.gov
To the Contractor: The Segal Co. (Eastern States)	, Inc. 116 Huntington Ave. Suite 901 Boston, MA 02116
Kathleen Riley, kriley@segalco.com (617) 424-7	336
Employees of Barnstable County shall not be held personally or contract or because of any breach thereof. This Contract is not binding until signs	tually liable by or to the Contractor under any term or provision of this Contract ed by an authorized County official.
IN WITNESS WHEREOF, the County and Contractor hav	e executed this Agreement this date:
FOR THE COUNTY:	
	FOR THE CONTRACTOR:
BARNSTABLE COUNTY:	DocuSigned by:
Rould Bergstron	COEF0876B08647A
Ronald Bergstrom, Chair	8/1/2024
	Date

# **ATTACHMENT A Scope of Services**

#### **GASB 74/75 ACTUARIAL STUDIES**

#### A. BACKGROUND

Barnstable County and member entities (34) are seeking actuarial valuations of Other Postemployment Benefits (OPEB) under Government Accounting Standards Board (GASB) statements 74 and 75 for the year ended June 30, 2024 and future years 2025 and 2026. This contract will be awarded to the respondent offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price.

#### **B. PURPOSE OF ACTUARIAL STUDY**

The actuarial study performed by the Contractor shall include, at a minimum, professional services and dedicated personnel to perform the following:

Provide information to enable the member entities to manage the costs and liabilities associated with their retiree health benefits;

Provide information to enable the member entities to communicate the financial implications of retiree health benefits to internal staff, Boards of Selectmen, Prudential Committees, Executive Boards, employee groups, the external auditor and other external parties;

Provide information to comply with Governmental Accounting Standards Board Accounting Standard 12 (GASB 12) and with the GASB 74 and 75 accounting standards related to "other post-employment benefits" (OPEB) when applicable;

Provide a template to each member entity for inputting data for future actuarial valuations.

Prepare and analyze census data provided by the member entities and its insurance provider to assess any inconsistencies and make recommendations for enhancing data quality;

Provide options for establishment of an OPEB trust fund.

#### C. MINIMUM REQUIREMENTS OF ACTUARIAL STUDY

The June 30, 2024 actuarial study shall include the following:

Actuarial value of benefits, separately identifying amounts for actives and retirees, including Actuarial Accrued Liability; Plan Assets and Unfunded Actuarial Liability (UAAL); and Normal Cost

GASB 74 & 75 accounting information and draft footnote, including Determination of actuarial accrued liability using the Entry Age Normal funding method, and using a discount rate determined in accordance with the provisions of GASB 74 and 75.

Calculation of the Annual OPEB Expense and Deferred Inflows and Outflows for FY2024; Calculation of the Net OPEB Liability (NOL) as of June 30, 2025 & 2026; and A comparison of Actuarially Determined Contributions to actual contributions.

Information to assist the member entities in future budgeting, including: The ten-year "pay-as-you-go" cost; Annual Required Contribution to fund retiree benefits over the working lifetime of eligible employees; and Recommendations (as appropriate) on managing the liability.

#### Description of:

Plan provisions, including group(s) covered and benefits valued;
Actuarial methods, including actuarial funding method and UAAL amortization policy;
Actuarial assumptions; and
A summary of the data used in the valuations

Project future benefit payments.

Provide options for establishment of an OPEB trust fund.

Prepare necessary material for the Comprehensive Annual Financial Report to comply with GASB OPEB reporting and disclosure requirements.

Analyze data to assess any inconsistencies and make recommendations for enhanced data quality.

Prior to or while performing the requirements of this analysis have a meeting with Standard and Poors to understand in detail the criticism of the previous analysis which appears in the bond ratings from member Municipalities. Address these concerns with Standard and Poors to either educate Standard and Poors that the actuarial analysis to be used is appropriate or modify the analysis if appropriate to address Standard and Poors concerns.

One meeting or conference call with the member entities staff during the analysis and one additional meeting with each member entity to formally present the findings and explain recommendations.

Actuarial certification, including indication of compliance with Actuarial Standards of Practice No. 41 "Actuarial Communications" and American Academy of Actuaries "Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States".

All cost and liability estimates should be separated between active employees and current retirees. In addition, it may be necessary for the actuary to further break down results internally to facilitate calculations, such as to separate current and/or future retirees between different groups such as the separate enterprise funds for electric, water, and sewer or other departmental separation. Firms should provide an option for municipalities that request it to generate the analysis for all departments. Provide in the pricing proposal the additional cost for this option separately so it is defined. Clearly define the amount over and above the pay as you go amount that a municipality must contribute. Provide municipalities optional pricing for providing analysis for all municipalities departments.

#### Payments:

Each political subdivision shall accept sole responsibility for any payments due for its share of any purchase made under the terms and conditions of this procurement.

No advance payments will be made. Payment will be made only after a delivery have been made and invoice(s) has been duly received by the municipal entities participating in this joint procurement.

This contract is subject to the appropriation of funds by the Awarding Authority and its participating towns.

Other clarifications, sample reports, and member entities

The RFP includes biennial OPEB full valuations and interim (roll-forward) reports for interim reporting years. The most recent full GASB 75 actuarial valuation was completed June 30, 2022. This RFP includes full valuation for 2024 with roll-forward reporting for years 2025 and 2026.

Separate valuation reports are required for each member unit. See sample reports in Exhibit 1. There are no component units, each entity requires individual reporting.

Participating municipal entities fiscal years beginning on July 1<sup>st</sup>, ending on June 30<sup>th</sup>.

Segal's current contract can be found in Exhibit 2. There are no service concerns and/or limitations with the current actuary. Proposed pricing must be provided as a fixed fee per member with alternates as outlined above.

To comply with GFOA's deadline for submission of the Annual Comprehensive Financial Report, final reports are due no later than November 15<sup>th</sup> of each fiscal year.

Requirements for attendance at meetings may be either in-person or virtual, each of the 34 entities may have differing requirements. Attendance at no more than 2 meetings per reporting period for each entity should be included in the proposer's response.

A list of entities included in the current contract is presented below:

<u>-</u>
Barnstable County
Barnstable Fire District
Bourne Water District
Buzzards Bay Water District
Cape Cod Regional Tech School
Cape Cod Regional Transit Authority
Cape Light Compact
COMM Fire - Centerville, Osterville, Marstons Mills Fire District
Cotuit Fire District
Dennis Water District
Dennis-Yarmouth Regional School
Hyannis Fire District
Mashpee Water District
Monomoy Regional School District
Nauset Regional School District
North Sagamore Water District
Sandwich Water District
Town of Barnstable
Town of Bourne
Town of Brewster
Town of Chatham
Town of Dennis
Town of Eastham
Town of Falmouth
Town of Harwich
Town of Mashpee

Town of Orleans		
Town of Provincetown		
Town of Sandwich	24 1	8 4
Town of Truro Town of Wellfleet		
Town of Weilfleet Town of Yarmouth		-
Upper Cape Regional Tech School		
West Barnstable Fire District		
West barristable Fire District		

# Scope of Services

Scope of Services to be provided outlining specific tasks and deliverables including a timeline detailing project milestones, meetings and deliverables. Please also provide a sample timeline from an individual municipality completing their submission to the actuary and the time it will take for the Actuary to deliver their final results. This will allow individual municipalities to the completion of their independent audits which require this analysis.

## Request for member and financial data

We will send to each participating unit an excel spreadsheet that contains 4 tabs to be reviewed and updated as necessary. The first two tabs will contain the active and non-active member data previously provided by each unit. We will request that each unit update the spreadsheet as of June 30, 2024 by indicating the changes that occurred since June 30, 2022 as provided by the column headings. The third tab requests supplemental information such as the need for department breakouts, Part B penalty cost sharing, life insurance, funding amounts, on-going funding policy and OPEB Trust information. The fourth tab provides a chart to indicate any cost sharing changes since the prior valuation.

# Conference call to review data request and answer questions

The client team will schedule a call with all of the member units in order to review the data request and answer any questions that may arise. An individual unit can reach out to the client team at any point with additional questions regarding the data preparation.

#### **Data review**

When the data is received, it will be reviewed for completeness and reasonableness through the use of our standard "edit and distribution" computer programs to eliminate any obstacles from the data process. This review includes a check for missing information, unreasonable data (e.g., date of hire after valuation date, unexpected type codes) and inconsistent information (e.g., age and service relationships). We will provide to each unit a detailed list of data questions requesting any missing data or confirmation of questionable data. In the event that certain data items are insufficient, we will determine with each unit whether the insufficient information can readily be provided; otherwise, we will make estimates based on a statistical analysis of the other members with known information.

### Produce "claim curves" and liabilities

Once the data is reviewed, we will develop separate "claim curves" for the participating member units of the Cape Cod Municipal Health Group (CCMHG) and separate sets for member units that do not participate in CCMHG, e.g. Bourne, retired teachers in the G.I.C, and member units that participate in the Massachusetts Interlocal Insurance Association. Because one set of

"claim curves" will be prepared for the CCMHG, we will need to retrieve data from all participating member units of the CCMHG before we can develop the "claim curves."

A detailed description of the methodology used to develop "claim curves" is included in the prior section.

The next step is to develop the actuarial accrued liability or Total OPEB Liability and the normal cost. These calculations are completed in accordance with the accounting standards and actuarial standards of practice, as described in the response to Question 3 above.

Liabilities are also calculated at discount rates that are 1% higher and lower than the assumption and health care trend rates that are 1% higher and lower than the assumption.

## **Complete calculations**

After the liabilities are determined, the following calculations are complete:

- Determine the Actuarial Accrued Liability (AAL): The AAL is the portion of the actuarial
  present value of total projected benefits allocated to years of employment prior to the
  measurement date. The AAL is calculated using the one of six acceptable actuarial cost
  methods (e.g., entry age normal, attained age, aggregate).
- Calculate the Unfunded Actuarial Accrued Liability (UAAL): The UAAL is the difference between the AAL and actuarial value of the plan's assets.
- Calculate the Actuarially Determined Contribution (ADC): The ADC is equal to the sum of the normal cost (NC) and the amortization of the UAAL.
- Calculate the Annual OPEB Expense and the Deferred Inflows and Outflows: These are
  the amounts recognized on an employer's financial statement in the current and future years.
- If requested, prepare funding schedules that project liabilities and assets based on the units stated or proposed funding policy.

## **Funding and Accounting Reports**

Similar to the approach used in the June 30, 2022 valuation, we will prepare three reports over the two year cycle. The first report will include the June 30, 2024 valuation results and will contain the statements of the actuarial assumptions, methods, and models, as well as the summary of the Plan used to complete this valuation. Each unit will receive an individualized Appendix that contains the ADC calculation and a summary of the demographic information used for unit.

When the June 30, 2025 financial information is available, we will use census data from the June 30, 2024 valuation, trend forward assumed claims costs, select an appropriate discount rate, and project forward liabilities for the June 30, 2025 GASB 75/74 accounting reports. When the June 30, 2026 financial information is available, we will use a similar process to complete the June 30, 2026 GASB 75/74 accounting reports.

Please see our response on pages 16 and 17 for additional detail on the contents of the actuarial report.



## **Presentation and meetings**

We are available to make a combined presentation to the member units in person or remotely to review the results of the actuarial study and to answer questions from individual units. We are available to attend additional in-person meetings, if requested by an individual unit, for a supplemental fee. We are also available to participate in a conference call with Standard and Poors and a participating member unit to answer questions regarding the OPEB valuation.

#### **Timeline**

Please see our response on page 18 for a sample timeline.

5. Resumes for each individual to be assigned to the project and a staffing plan linking individuals to specific portions of the project scope.

## Staffing plan

Please see Appendix A for resumes of the team members. The staffing plan is as follows:

- The team will coordinate the conference call with the member units to review the data request and data preparation.
- Mr. Shnipes and Mr. Keating will be responsible for preparing and sending the individual data requests to each units.
- Mr. Keating will be responsible for the data analysis, the development of the claims cost, the liability and cost calculations for the valuations, and preparing draft reports.
- Ms. Naser and Mr. Shnipes will complete the first level review of the claims cost, actuarial liabilities and calculations, and draft reports.
- Mr. Noonan will complete the final review for the claims cost work.
- Ms. Riley and Mr. Noonan will complete the final technical review of all actuarial calculations and reports.

# Actuarial Studies and Reports

Describe in detail the elements of the actuarial studies and reports you would produce related to GASB 74/75.

## **Actuarial Valuation and Review report contents**

The valuation report will include certain technical terms but will be prepared to be easily understood and communicated. Our report is organized as follows:

- Cover letter and certification
- Purpose and basis of report
- Valuation approach
- General information about the OPEB plan
- Summary of actuarial assumptions, actuarial cost method, and actuarial models
- Summary of plan provisions
- Definition of terms
- ADC Calculation (or Statutorily Required Contributions for units with no established OPEB Trust)
- A 10-year projection of retiree benefits
- Summary of demographic information

## GASB 74/75 accounting report contents

The accounting report will include certain technical terms but will be prepared to be easily understood and communicated. The report will include all the necessary material to comply with the GASB and OPEB reporting and disclosure requirements. Our report is organized as follows:

- Cover letter and certification
- Purpose and basis of report
- Significant Issues
- Summary of participant data
- Net OPEB liability, including short description of actuarial assumptions
- Determination of discount rate and investment rate of return, based on member funding policy
- Sensitivity
- Schedule of changes in net OPEB liability
- OPEB expense
- Deferred outflows of resources and deferred inflows of resources
- Schedule of reconciliation of net OPEB liability

#### Schedule of contributions

The actuarial reports will be prepared in accordance with generally accepted actuarial principles and practices and will included all the required disclosures of the GASB and the Actuarial Standards of Practice. A sample set of reports is included in Appendix B.

# Timeline

Provide a schedule for completing a GASB 74/75 actuarial study for a member entity. Express time in elapsed days/weeks from the start of work to the attainment of each milestone or completion of each task and through the end of the project.

Based on our receipt of required data, the following is a proposed time schedule for the completion of the valuation report (for a full valuation):

Task	Timing
Email each member unit their personalized excel data request to be reviewed and updated. Schedule a pre-valuation conference call with the participating units to review the data request and additional information needed to complete the valuation.	Within two weeks from proposal award
When received, the valuation data will be reviewed and run through standard "edit and distribution" programs to verify completeness and reasonableness. We will work with each unit to verify the completeness and accuracy of the data.	Within four weeks from the receipt of the data from each unit
Review the actuarial assumptions and complete the claim cost analysis and the gain/loss analysis.	Within eight weeks from the receipt of the complete data from all the participating units
Complete the actuarial calculations and prepare the valuation report. When finalized the reports will be delivered via email to each participating unit.	Within twelve weeks from the receipt of the complete data from all the participating units
Request June 30, 2025 financial information	By June 30, 2025
Complete the actuarial calculations as required by GASB 74/75 and prepare the accounting report. When finalized the reports will be delivered via email to each participating unit.	Within five weeks from the receipt of financial information
Request June 30, 2026 financial information	By June 30, 2026
Complete the actuarial calculations as required by GASB 74/75 and prepare the accounting report. When finalized the reports will be delivered via email to each participating unit.	Within five weeks from the receipt of financial information
Meet with participating unit to present report upon request.	To be determined

#### ATTACHMENT B

Price Proposal shall include a cover sheet and attach a list of the names, titles, responsibilities and hourly rates of all individuals to be billed during this contract period and specify a total not-to-exceed cost and/or cost per task. Proposals should clearly identify all tasks to be performed and the basis for fees charged, billing rates for personnel to be assigned to the project, direct cost expenses, and clearly identify any other costs. All subcontractors if proposed must be identified and all sub-contractual costs must be indicated.

Cover letter clearly addressing any exceptions taken to the terms and conditions contained within this RFP.

Brief profiles describing their role on this engagement follow:

- Ms. Riley will serve as your consulting actuary and final reviewer for the liability work.
- Mr. Noonan will serve as your consulting health actuary and final reviewer for the claims cost work.
  - Jointly, Ms. Riley and Mr. Noonan will complete the final technical review of all actuarial calculations and reports. They are responsible for the recommendation of the assumptions to use in the valuation.
- Ms. Naser and Mr. Shnipes will serve as your reviewers. They will complete the first level review of the actuarial calculations and draft report and will be available to answer any technical questions that arise. In addition, Mr. Shnipes will serve as your client relationship manager. He will work directly with Mr. Noonan and Ms. Riley to manage the staff assigned to this project and to ensure the timely delivery of quality services to the member units.
- Mr. Keating will be responsible for data analysis and the development of the liabilities and cost calculations for the pension valuation.

Hourly rates for each of them are described in Question 4 below.

1. This section should disclose all charges to be assessed the member entities for the Project Description.

Task	Fee Per Participating Member Unit
June 30, 2024 Actuarial Valuation and disclosure information for the fiscal year ending June 30, 2025	\$4,700
<ul> <li>Additional fee for department results, if requested</li> </ul>	\$800
Additional fee for preparation of a funding schedule, if requested	\$800
<ul> <li>Additional fee for units not in Cape Cod Municipal Health group, if applicable</li> </ul>	\$1,100
<ul> <li>Additional fee for proportional share calculations, if applicable</li> </ul>	\$1,100
<ul> <li>Additional fee for revising report to due to incomplete or erroneous information provided by the unit, if applicable</li> </ul>	\$1,100
Disclosure information for the fiscal year ending June 30, 2026	\$2,400
Additional fee for proportional share calculations, if applicable	\$1,000



Task	Fee Per Participating Member Unit
<ul> <li>Additional fee for revising report to due to incomplete or erroneous information provided by the unit, if applicable</li> </ul>	\$1,000
June 30, 2026 Actuarial Valuation and disclosure information for the fiscal year ending June 30, 2027	\$4,900
Additional fee for department results, if requested	\$850
<ul> <li>Additional fee for preparation of a funding schedule, if requested</li> </ul>	\$850
<ul> <li>Additional fee for units not in Cape Cod Municipal Health group, if applicable</li> </ul>	\$1,100
Additional fee for proportional share calculations, if applicable	\$1,100
<ul> <li>Additional fee for revising report to due to incomplete or erroneous information provided by the unit, if applicable</li> </ul>	\$1,100
Disclosure information for the fiscal year ending June 30, 2028	\$2,600
Additional fee for proportional share calculations, if applicable	\$1,100

2. The successful Proposer will enter into an agreement with Barnstable County Purchasing governing the provision of services to member entities.

Agreed.

3. Proposal fees for completing the GASB 74/75 – related actuarial work, and the critical assumptions and requirements for pricing.

Please see Question 1 for our response to this question.

4. For all persons or labor classifications assigned to this project, quote a fully burdened (direct labor & indirect costs & profit) hourly rate that would be charged to the member entities for additional services outside the scope of work.

Additional services outside the scope of work described in the Technical Proposal would be billed at our hourly time charge rates, as shown below. We can work with the member units to provide a fixed fee cost for additional services when the scope of those services is known.

For any work conducted on an hourly time-charge basis, Segal bills in increments of 0.25 hours.

The cornerstone of our approach to controlling the cost of services is to assign the appropriate staff level for a given task. This ensures that the work is being performed at the lowest cost to you while still meeting our quality control procedures.

We have developed our fees based on expected time commitments and our schedule of hourly time charge rates. Total fees that are incurred for specific projects result from the amount of time spent on each project and from the level of skill and experience of the professional staff member involved. We delegate tasks within projects to staff levels that have the competence to complete the assigned work at the lowest possible hourly time charge rates consistent with our quality standards. Unlike some consulting firms, we do not charge for clerical time spent in



completing projects. That overhead expense is built into the hourly time charge rates of our professional staff.

The standard billing rates for professional staff for 2024 are shown below.

Role	2024
SVP/Lead Consulting Actuary	\$550 to \$595
VP/Actuary	\$485 to \$530
Senior Actuary/Senior Consultant	\$440 to \$475
Actuary/Consultant	\$365 to \$435
Actuarial Associate Consultant/Associate Consultant	\$335 to \$355
Senior Actuarial Associate/Analyst/ Senior Associate	\$280 to \$320
Staff/Actuarial Associate/Analyst/Associate	\$250 to \$275