



REQUEST FOR PROPOSALS FOR HEARINGS EXAMINER SERVICES

This Request for Proposals (“RFP”) invites the submission of offers to the New Hampshire Retirement System (“NHRS” or retirement system) from individuals to serve as the hearings examiner/presiding officer in retirement system adjudicatory proceedings.

SECTION 1 - HEARINGS EXAMINER SERVICES SOUGHT

I. Background

NHRS is a contributory governmental defined benefit plan intended to be qualified under § 401(a) of the Internal Revenue Code (Code) and funded through a trust which is tax exempt under Code § 501(a). Assets under management were approximately \$13.3 billion as of June 30, 2025. NHRS has approximately 48,000 active members including firefighters, police officers, teachers, and state and local government employees, and approximately 45,000 individuals currently receive a monthly benefit. NHRS provides benefits to its eligible members and their beneficiaries upon retirement, disability or death.

NHRS is governed by the New Hampshire Constitution, Part I, Article 36-a, RSA chapter 100-A, administrative rules and policies adopted by the Board, and is a qualified plan subject to the Internal Revenue Code, § 401, *et. seq.* The plan is administered by the NHRS Board of Trustees (“Board”) pursuant to RSA 100-A:14. The Board consists of thirteen members including the State Treasurer as an ex-officio member, four public non-members, four employer representatives of employees, teachers, police, and fire, and four employee representatives of employees, teachers, police, and fire.

An adjudicative proceeding is available to any member, employer, or beneficiary aggrieved by a decision made by the retirement system under RSA chapter 100-A or N.H. Admin. R. Ret chapter 300. The Hearings Examiner conducts the adjudicatory proceedings and prepares a recommended decision that is presented to the Board of Trustees.

The Board intends to contract with one or more qualified individuals to provide Hearings Examiner services as assigned by the Executive Director or designee (“Agreement Administrator”).

II. General Requirements

The Agreement Administrator will assign contested cases to individuals who have been appointed by the Board to serve as Alternate Hearings Examiners. The decision to assign an Alternate Hearings Examiner in any given matter is a discretionary decision. The number of contested cases that NHRS has in a year is highly variable, and, as a result, NHRS cannot guarantee how many cases, if any, a contractor will be assigned to hear in each year of the contract.

III. Statement of Work

In the role of Hearings Examiner, the contractor shall:

- A.** Conduct fair and impartial proceedings as required by and consistent with RSA chapter 100-A and N.H. Admin. R. Ret chapter 200.
- B.** Maintain accurate file management system.
- C.** Maintain confidential computer and telephone communications with all parties and NHRS.
- D.** Maintain accurate electronic recording/record of all administrative proceedings consistent with Ret 204.07 and provide NHRS with copy of the recording.
- E.** Issue timely responses to all pleadings filed by the parties, with copy provided to NHRS at time of issuance.
- F.** Conduct an informal (prehearing) conference at NHRS offices, when determined to be necessary, and memorialize the issues addressed in a pre-hearing order.
- G.** Assist parties with discovery consistent with Ret 204.03 and 204.04.
- H.** Conduct all hearings consistent with Ret 204.08, or, when applicable, schedule non- evidentiary hearings pursuant to Ret 204.09 and/or issue orders authorizing the parties to file legal memoranda.
- I.** Present Board of Trustees with recommendation that includes factual findings and rulings of law within 90 days of the close of the record. Maintain confidentiality of recommendation, including from the parties, until after the Board acts on recommendation.
- J.** Provide update on cases to the Agreement Administrator as directed in the assignment letter.
- K.** Submit timely invoices as directed by the Agreement Administrator and as detailed in paragraph IV, D, 3 *infra*.

IV. Special Engagement Terms

A. Compensation and Expenses:

1. The hourly rate to be negotiated and paid in quarter hour increments. Expenses are generally non-reimbursable and considered part of the hourly rate. Exceptions may be considered and will require prior approval by the Agreement Administrator.
2. NHRS will provide electronic records related to the proceeding that are provided to NHRS by the Alternate Hearings Examiner and service by email is allowed under retirement system rules (Ret. 202.04(b)).
3. The Agreement Administrator reserves the right to object to any legal fees and expenses reasonably considered to be excessive.

B. Bar Membership and Conflict of Interest

1. The Contractor shall be an active member in good standing of the Bar of the State of New Hampshire at all times.
2. Upon assignment of a new case, the Contractor shall make reasonable and diligent efforts to obtain and review relevant documents to determine if any potential conflicts of interest exist in the case. Record-keeping systems shall be maintained which facilitate the early and efficient identification of conflicts of interest.
3. The Contractor shall be subject to NHRS Ethics and Political Contributions policies. Copies of which can be found here <https://www.nhrs.org/about-nhrs/policies>.

C. Initial Term, renewals, and other conditions:

1. Individuals selected will be required to sign the NHRS Standard Services Agreement, Attachment 1, prior to the appointment by the Board of Trustees becoming valid. The selected Individual agrees to negotiate in good faith with NHRS.
2. The contract period shall be for three years from the effective date.
3. The Contract shall extend automatically for two additional periods of performance not to exceed one (1) year each unless NHRS provides written notice to the Contractor of its intent not to exercise the option not less than thirty (30) days prior to the Contract's original expiration date or as extended by an exercised option.

4. When delivering services under an approved contract, the contractor shall work under the direct supervision of the Agreement Administrator.
5. At the conclusion of proceedings, the Agreement Administrator shall mail an evaluation to each party. The evaluations shall be used by the Agreement Administrator as one of the components of the annual evaluation of the Alternate Hearings Examiner's performance.
6. All Alternate Hearings Examiners Contracts are subject to suspension or termination on the grounds of misfeasance, malfeasance or nonfeasance.

D. Administration Data

1. The Agreement Administrator shall be responsible for the Alternate Hearings Examiners, and the contact information for the Agreement Administrator, unless notified otherwise, shall be:

Name: Annie Gregori, Agreement Administrator
Telephone: (603) 410-3500
Address: New Hampshire Retirement System
54 Regional Drive
Concord, NH 03301
Email: legal@nhrs.org

2. All instructions, notices, demands, other correspondence to be given by either party to the other party shall be in writing, including electronic mail, first class mail with verification of delivery, or by a recognized delivery or courier service that maintains written verification of actual delivery. Such communications shall be sufficient and effective upon delivery to the Agreement Administrator.
3. Invoices for work performed shall be submitted to the Agreement Administrator monthly no later than fifteen (15) days after the end of the preceding month. Monthly invoices shall include a brief description of the work performed by date, and amount of time worked broken down by quarter hour.

SECTION 2 – PROPOSAL SUBMISSION AND REQUIREMENTS

I. Proposal Submission, Deadline, and Location Instructions

- A.** An original proposal must be received at the NHRS by email no later than 4:00 p.m., EST on February 27, 2026. Untimely and incomplete proposals shall not be considered.
- B.** Proposals shall be delivered to:

Name: Annie Gregori, Agreement Administrator

Address: New Hampshire Retirement System
54 Regional Drive
Concord, NH 03301

Email: legal@nhrs.org

II. General Requirements, Proposal Contents, Evaluation of Proposals

A. General Requirements

1. Under no circumstances shall the NHRS be responsible for the expense of preparing a proposal for this RFP.
2. Proposals shall be self-containing and shall not refer to a web site or other external sources for additional information.
3. Proposals may be withdrawn at any time up to award. Unless withdrawn, all offers shall remain in effect for ninety (90) days after the proposal due date, including any extensions thereto.

B. Technical Proposal Contents

1. The technical proposal shall include:
 - a. A statement explaining knowledge in administrative and pension law, including any experience with NHRS;
 - b. A comprehensive resume;
 - c. Plan to handle administrative tasks;
 - d. Description of your conflicts procedure; and
 - e. Names and telephone numbers of three clients for purposes of reference checking.
2. The proposal shall include a certification that the attorney is a member in good standing of the New Hampshire bar and has not been disbarred or suspended by any jurisdiction for the past fifteen (15) years.
3. A description of the professional liability insurance, including limits of coverage.

III. Proposal Inquiries

Questions about the solicitation shall be in writing and directed to:

Name: Annie Gregori, Agreement Administrator
Address: New Hampshire Retirement System
54 Regional Drive
Concord, NH 03301

Email: legal@nhrs.org

Questions must be received by Friday, February 20, 2026, at 4:00 pm EST in order to be assured of a response. Questions and responses shall be shared with all entities at their request.

IV. Evaluation of Proposals

A. Criteria for Evaluation and Scoring

NHRS staff will evaluate the proposals and provide recommendations to the Board, or a Board committee, for selection. Applicants may be contacted for further information and/or clarification. Proposals shall be reviewed to determine the extent to which they provide information to demonstrate the following: experience in the field of administrative hearings; demonstrative competency in written and verbal communication; experience with public pension law; and any other relevant experience.

Evaluation Factor	Points Available
Experience in Administrative Hearings	50
Demonstratable Legal Writing and Verbal Communication Skills	20
Prior Experience in Pension Law	20
Other Relevant Experience	10

B. Initial Screening

NHRS will conduct an initial screening step to verify the proposal is in compliance with the technical submission requirements set forth in the RFP and the minimum content set for in Section 2 of this RFP. NHRS may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the retirement system.

C. Final Technical Scoring of Proposals

Following a review of written clarifications of proposals requested by NHRS (if necessary) the evaluators will determine a final score for each proposal.

D. NHRS' Rights in Accepting and Evaluating Proposals

NHRS has the following rights in accepting and evaluation proposals:

1. Request additional information to clarify elements of a Proposal;
2. Waive minor or immaterial deviations from the RFP requirements;
3. Omit any planned evaluation step if, in NHRS' view, the step is not needed;
4. At its sole discretion, reject any and all Proposals at any time;
5. Contract with one or more individuals as Alternate Hearings Examiners; and
6. Amend or terminate this RFP at its discretion at any time prior to appointing individuals as Alternative Hearings Examiners.

NHRS SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is made this [] day of March 2026, by and between the NEW HAMPSHIRE RETIREMENT SYSTEM ("NHRS") and the Contractor [Vendor Name] (the "Contractor"). NOW, THEREFORE, NHRS and the Contractor hereby agree as follows:

Section 1 SERVICES OF THE CONTRACTOR

- 1.1 **Scope of Services.** The Contractor shall furnish services as requested by NHRS and as set forth in the Contractor's response to NHRS' RFP for Hearings Examiner Services which is incorporated herein by reference and portions of which are attached hereto as Exhibit 1, to the extent that there is a conflict among the body of this Agreement and the Exhibit 1, the body of this Agreement shall take priority.
- 1.2 **Compliance with Law.** The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations. This Agreement shall be governed in all respects by the laws, statutes and regulations of the United States of America and the State of New Hampshire. Any judicial proceeding brought by one party against the other party shall be brought in the courts of the State of New Hampshire.
- 1.3 **Licenses, Permits, and Fees.** The Contractor shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.
- 1.4 **Insurance.** The Contractor shall keep in force Commercial liability insurance coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate excess; and Workers' compensation coverage as required by applicable insurance laws. Prior to the execution of this Agreement, and subsequently at the request of NHRS, the Contractor shall furnish NHRS with written or photocopied verification of the existence of such insurance.
- 1.5 **Independent Contractor.** In the performance of this Agreement, the parties hereto agree that the Contractor, and any agents and employees of the Contractor, shall act in the capacity of an independent contractor and not as officers or employees or agents of NHRS.

Section 2 COMPENSATION

2.1 Contract Pricing. TBD

2.2 Method of Payment. Payment terms NET 30. Invoices and all other billing communications should be directed to:

NHRS
Accounts Payable
54 Regional Drive
Concord, NH 03301
payable@nhrs.org
(603) 410-3500

Section 3 COORDINATION OF WORK

3.1 Agreement Administrator. Annie Gregori is designated to be the NHRS Agreement Administrator during the term of this Agreement ("Agreement Administrator"). NHRS shall have the right to designate another Agreement Administrator upon written notice to the Contractor. All correspondence and related submission from the Contractor shall be submitted to:

Annie Gregori, Chief Legal Counsel
New Hampshire Retirement System
54 Regional Drive, Concord, NH 03301
603-410-3526

3.2 Amendments. This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

3.3 Assignment. The Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of NHRS, and any attempt to so assign or subcontract shall be invalid. No assignment shall relieve the Contractor of its obligations hereunder. This Agreement will be binding upon the Contractor's successors and permitted assignees.

Section 4 TERM

4.1 Term. Unless earlier terminated by NHRS in accordance with subsection 4.2 below, the term for this Contract shall begin on [Month/Date/Year], and shall continue for three years, except that subsections 5.4, 5.7, 5.8, and 5.9 below shall survive. The Contract may be extended for up to two additional terms of up to one (1) year each, ("Extended Term") at the sole option of NHRS, subject to the parties prior written

Agreement on applicable fees for each extended Term, under the same terms and conditions, subject to approval and funding.

4.2 **Termination.** NHRS may terminate this agreement for any reason by giving the Contractor at least 30-days written notice of termination. In the event of Termination, all liabilities between the parties shall cease, except that Contractor shall be entitled to payment for actual services performed and reasonable expenses paid or incurred prior to the effective date of termination.

Section 5 MISCELLANEOUS PROVISIONS

5.1 **Conflicts of Interest.** The Contractor shall not engage any Trustee or employee of NHRS in a position that would constitute a violation of New Hampshire Code of Ethics, a copy of which can be found on NHRS website <https://www.nhrs.org/about-nhrs/policies> (the “Ethics Policy”).

5.2 **Background Checks.** The Contractor shall perform a criminal background check on all of its employees who perform work on NHRS’ property. The Contractor’s employees performing work on NHRS’ must not have been convicted of a felony or any crime involving theft. A list of employees authorized to work on NHRS’ property and the results of their background checks shall be provided to NHRS by the Contractor upon request.

5.3 **Unauthorized Persons.** Unless specifically authorized by the Agreement Administrator, under no circumstance shall another person or persons accompany the Contractor or the Contractor’s employees onto NHRS’ property while the Contractor is conducting work under this contract.

5.4 **Confidential Information/Security.** Confidentiality of NHRS information is required. All materials and documents provided by NHRS, employers or participants in the plans administered by NHRS, or NHRS’ vendors, or located in NHRS buildings, shall constitute confidential information. The Contractor shall maintain confidentiality in accordance with industry standards and State and federal law. Neither the Contractor nor its employees will disclose, release or communicate any confidential information to any third person, individual, organization or entity without specific authorization by NHRS. Any violation or breach of this provision will constitute grounds for immediate termination of the Agreement and shall entitle NHRS to all remedies available in law or equity.

5.5 **Solicitation/Political Contributions.** The Contractor warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage,

brokerage fee, gift, or any other Agreement. For breach or violation of this warranty, NHRS shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Licensee acknowledges that Licensee is required to comply with Licensee's Political Contributions Policy adopted by the Licensee, revised January 14, 2014, and a copy of which can be found on NHRS website <https://www.nhrs.org/about-nhrs/policies> (the "Contribution Policy").

- 5.6 Non-Discrimination in Employment:** NHRS' contracts for services are subject to statutory conditions related to non-discrimination in employment, RSA 354-A. The Contractor has read and agrees to these conditions.
- 5.7 Access to Records.** The Contractor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement for a period of seven (7) years following termination of this Agreement. The Contractor shall allow inspection of pertinent documents by NHRS or its authorized representatives at the Contractor's office upon reasonable notice and shall furnish copies of the documents if requested.
- 5.8 Indemnity.** The Contractor will indemnify, defend, and save harmless NHRS, its Trustees, employees, and agents from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description resulting from or arising out of the performance of this Agreement by the Contractor, its employees, agents, or subcontractors. This indemnification does not extend to a claim that results solely and directly from (i) NHRS' negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of NHRS in accordance with this Agreement. Nothing in this Agreement shall be construed as a waiver of the privileges or immunities of NHRS, its Board of Trustees, or its employees.
- 5.9 Notice of Claims.** The Contractor shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to this Agreement or which may affect the performance of the Contractor under this Agreement.
- 5.10 Severability.** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- 5.11 Force Majeure.** The performance of an obligation by a party under this Agreement shall be excused in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any

such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. In the event of the Contractor's non-performance caused by any of the foregoing reasons, NHRS may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

- 5.12 Vendor Security Requirements.** The Contractor will comply with requests for Contractor's financial statements, NHRS ethics survey, business continuity plans, information security plans, policies and reports.
- 5.13 Entire Agreement.** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

IN WITNESS WHEREOF, NHRS and the Contractor, by their representatives duly authorized, have entered into this Agreement as of the date first written above.

New Hampshire Retirement System

By:

Name:

Title:

The Contractor [Business Name]

By:

Name:

Title:

Price Sheet

Price: _____

Any Special Payment Terms:

Any Additional or Explanatory Information:

Bidder Name:

Bidder Signature (written): _____ Date: _____

Bidder Address:
