

CONNECTICUT STATE EMPLOYEES RETIREMENT COMMISSION
And
THE OFFICE OF THE STATE COMPTROLLER
JOINT REQUEST FOR PROPOSAL

ACTUARIAL VALUATION AND CONSULTING SERVICES
CONNECTICUT MUNICIPAL EMPLOYEES RETIREMENT SYSTEM
POLICEMEN AND FIREMEN SURVIVOR'S BENEFIT FUND

REQUEST FOR PROPOSAL VENDOR QUESTION RESPONSES

Bidders are reminded that information concerning the CMERS and P&FSBF systems including copies of the latest actuarial valuation report(s) and experience studies may be obtained from the OSC website located at <http://www.osc.state.ct.us/rbsd/cmers/index.html>.

1. **With regards to responding to this RFP, we are understanding that RFP must include both CMERS AND P&FSBF information. In other words, if we have a conflict of interest with one piece, we cannot submit proposals for the other, correct?**

Response: Yes. You cannot submit separate proposals. If you have a conflict with one system, you cannot submit a proposal for the other. You can however submit a proposal for SERS as that is a separate system.

2. **Please provide a copy of the most recent experience study.**

Response: We have asked vendors to check our website before emailing questions. The most recent experience study is located on our website at <http://www.osc.state.ct.us/rbsd/cmers/plandoc/index.html#Plan>

3. **Please provide a copy of the July 1, 2007 and 2008 actuarial valuation reports for P&FSBF. (Not available through the website.)**

Response: You are wrong. We have asked vendors to check our website before emailing questions. The two most recent "vals" for P&FSBF are located on our website at <http://www.osc.state.ct.us/rbsd/cmers/plandoc/index.html#Plan>

4. **What date is the participant data normally provided for the valuations of CMERS and P&FSBF?**

Response: Participant data is normally provided by November 1st of each calendar year.

5. **The RFP calls for a total of 8 meetings per year. Does more than one meeting occur on the same day? Can you provide how these were distributed throughout last year?**

Response: There is usually no more than one meeting per day. Meetings can be “face to face” in cases where initial drafts are discussed or via telephonic conference calls if the meeting and/or information requested is more of a quick “follow up” nature. Years in which an experience study is conducted will have more meetings than years that do not.

6. **Please provide the fixed fees for the valuation services for the last two fiscal years. (Also include any additional fixed retainer fee.)**

Response: A copy of the current contract appears in [Attachment "A"](#) to this memorandum. The fee information requested can be found within that document.

7. **Please provide the fees (including hourly rates) and a description of the special services performed during the last two fiscal years.**

Response: A copy of the current contract appears in [Attachment "A"](#) to this memorandum. The fee information requested can be found within that document. The type of special services that might be requested is noted in the RFP. An example of such a request might be a request to determine the actuarial effect on the MERS Fund if a specific piece of legislation concerning benefits, credited service, actual service, etc. was enacted.

8. **Please provide a copy of the current contract.**

Response: A copy of the current contract appears in [Attachment "A"](#) to this memorandum.

9. **Please confirm which forms included with the RFP need to be completed and included with our proposal? (e.g., Gift and Campaign contribution Certification, Consulting Agreement Affidavit, Certification (by corporate or other business entity regarding support of nondiscrimination), SEEC Form 10, etc.)**

Response: We believe that the RFP clearly states what forms need to be completed and included with your proposal. A good rule of thumb is that if the form is attached to or made part of the RFP it should be submitted as part of your proposal. It is suggested that you carefully review the RFP once again if you require clarification in this area

PERSONAL SERVICE AGREEMENT

CO-802A REV. 2/2000 (Electronic Version)

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
ACCOUNTS PAYABLE DIVISION

1. PREPARE 5 COPIES.
2. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH AT SHEET 2 OF THIS FILE, AS ATTACHED HERETO AND INCORPORATED BY REFERENCE.

(1) ☒ ORIGINAL ☐ AMENDMENT (2) IDENTIFICATION NO.

CONTRACTOR	(3) CONTRACTOR NAME Buck Consultants, LLC (formerly Mellon Consultants, LLC)		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS One Pennsylvania Plaza, New York, NY 10119-4798		CONTRACTOR FEIN / SSN - SUFFIX 13-3954297
STATE AGENCY	(5) AGENCY NAME AND ADDRESS State Employees Retirement Commission, 55 Elm Street, Hartford, CT 06106		(6) AGENCY NO. OSC15400

CONTRACT PERIOD	(7) DATE (FROM)	THROUGH (TO)	(8) INDICATE
	7/1/05	6/30/09	<input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input checked="" type="checkbox"/> NEITHER

CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).		(9) REQUIRED NO. OF DAYS WRITTEN NOTICE: 30
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COMPLETE DESCRIPTION OF SERVICE	(10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) See Attachment I.		
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COST AND SCHEDULE OF PAYMENTS	(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. See Attachment II.		
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(12) ACT. CD.	(13) DOC. TYPE	(14) COMM. TYPE	(15) LSE. TYPE	(16) ORIG. AGCY	(17) DOCUMENT NO.	(18) COMM. AGCY.	(19) COMM. NO.	(20) VENDOR FEIN / SSN - SUFFIX
								13-3954297
(21) COMMITTED AMOUNT				(22) OBLIGATED AMOUNT		(23) CONTRACT PERIOD (FROM/TO) 7/1/05 to 6/30/09		
(24) ACT. CD.	(25) COMM. LINE NO.	(26) COMMITTED AMOUNT	(27) COMM. AGENCY	(28) COST CENTER FUND SID	(29) OBJECT	AGENCY TAIL (30) FUNCTION (31) ACTIVITY (32) EXTENSION (33) F.Y.		

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS		(34) STATUTORY AUTHORITY	5-155a(c), 7-448, 7-450a, 7-323i
(35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) <i>Howard</i>		TITLE EXECUTIVE MANAGING DIRECTOR	DATE 7/18/05
(36) AGENCY AUTHORIZED OFFICIAL <i>Thomas</i>		TITLE Director	DATE 6/27/2005
(37) OFFICE OF POLICY & MGMT/DEPT. OF ADMIN. SERV. <i>Assoc. Atty. General</i>		TITLE Assoc. Atty. General	DATE 10/11/05
ATTORNEY GENERAL (APPROVED AS TO FORM)			

DISTRIBUTION: ORIGINAL-CONTRACTOR PHOTOCOPY-COMPTROLLER PHOTOCOPY-OPM/DAS PHOTOCOPY-ATTORNEY GENERAL PHOTOCOPY-AGENCY

AFFIDAVIT REGARDING CONSULTING AGREEMENTS

All state contractors, vendors, consultants or other entities seeking to conduct business with the State of Connecticut who anticipate entering into, or renewing, an agreement for procurement of goods or services having a total value to the state of more than fifty thousand dollars in a calendar or fiscal year (hereinafter "agreement") shall disclose any and all consulting agreements, whether written or oral, to the head of the contracting agency (hereinafter "such agency").

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of an individual or business entity for the purpose of:

- (1) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State of Connecticut, or
- (2) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or
- (3) any other similar activity related to the procurement agreement. "Consulting agreement" does not include those agreements or services registered under the provisions of Chapter 10 of the Connecticut General Statutes (Code of Ethics for Lobbyists).


Such disclosure affidavit shall be required if any duties of the consultant include communication concerning business of such agency, whether or not direct contact with a state agency, state official and state employee is expected or made. The disclosure affidavit shall include the name of the consultant, the consultant's firm, whether the consultant is a former state employee or public official (if so, indicate the consultant's former agency and termination date), the basic terms of the consulting agreement, and a brief description of the services to be provided. The disclosure affidavit shall be amended whenever such entities enter into any new consulting agreements during the term of the procurement agreement.

I, Philip Bonanno, a Director and Consulting Actuary for Buck Consultants, LLC, am not a former CT state employee or public official. I disclose the following consulting agreements (if not applicable, indicate "none"):

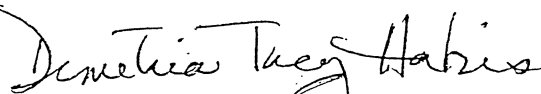
1. None.
- 2.
- 3.

I understand that this information shall be updated, as necessary, during the pendency of this, or any other contract that I may have with the State of Connecticut.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Name: Philip Bonanno Signature:  Date: 9/19/05

Subscribed and Sworn before me this day of 19th September, 2005.



DEMETRA TRACEY HATZIS
Notary Public, State of New York
No. 01HA4738721
Qualified in Nassau County
Commission Expire October 31, 2005

2005 OCT 12 PM 3:44

RETIREMENT & BENEFIT
SERVICES

**BUCK CONSULTANTS, LLC
CORPORATE SECRETARY CERTIFICATION
REGARDING AUTHORIZATION
TO SIGN CONTRACT**

RETIREMENT & BENEFIT
SERVICES
2005 OCT 12 PM 3:45
05 AUG 11

I, Thomas A. Fessler, do hereby certify that I am duly authorized and elected Secretary of Buck Consultants, LLC, a Delaware limited liability corporation, and I do hereby certify further that the following is a true and exact copy of a resolution duly made, seconded and approved at a meeting of the Board of Directors at which a quorum was present and voting held on March 7, 2000:

"RESOLVED, that each officer of the Corporation is empowered to authorize in writing on behalf of the Corporation, any employee of the Corporation on behalf of the Corporation to endorse, assign or guarantee instruments in the name of the Corporation and to execute and deliver all instruments."

I do hereby further certify that Howard Fine, in his capacity as President of the Corporation, is authorized to execute the Personal Services Agreement between the State of Connecticut – State Employees Retirement Commission and Buck Consultants, LLC in the name of the Corporation.

Witness my hand and the seal of said Corporation this 18th day of July, 2005.

(SEAL)


Secretary
Buck Consultants, LLC

ATTACHMENT I

This agreement is the culmination of a process conducted in accordance with the provisions of Connecticut General Statutes, Chapter 55a, Part II and regulations promulgated thereunder. Such process commenced with a Request for Proposal (RFP) issued by the State Employees Retirement Commission, herein after referred to as SERC, on February 3, 2005 attached hereto as Appendix "A" and produced a submission by Buck Consultants, LLC (formerly known as Mellon Consultants), herein after referred to as the contractor, dated April 1, 2005 attached hereto as Appendix "B". SERC's RFP and the contractor's submission are incorporated herein by reference. To the extent that there are any inconsistencies between the provisions of Appendix "A" and Appendix "B" and the provisions in this agreement, the provisions of this agreement shall govern over the provisions of these two appendices.

- A. STATUTORY AUTHORITY - Pursuant to Connecticut General Statutes, Section 5-155a(i)(3), the SERC authorized the director of the Retirement & Benefit Services Division to negotiate the terms of this contract on their behalf at their meeting on May 19, 2005. A copy of the minutes from the May 19, 2005 SERC meeting are attached hereto as Appendix "C".
- B. TERMS AND CONDITIONS - This agreement is subject to the terms and conditions attached hereto as Appendix "D".
- C. EFFECTIVE DATES - This agreement covers the period from July 1, 2005 through June 30, 2009.
- D. DESCRIPTION OF SERVICES - In this forty-eight month contract period, the contractor will be expected to perform the following services:
 - 1. The preparation of annual actuarial valuation reports for both the Municipal Employees Retirement System (MERS) and the Policemen and Firemen Survivors' Benefit Fund (P&FSBF) for each of the four contract years. The valuations will be based on annual retirement system data for fiscal years ending June 30, with final results reported to the Commission each February. In addition to the standard valuation detail, the reports must include a) the accounting information required in accordance with applicable Governmental Accounting Standards Board Statements and b) a detailed gain/loss analysis.
 - 2. The preparation of one MERS and one P&FSBF experience study report during the contract period. Each report must include a) an analysis of the economic and demographic experience of the retirement system over the defined study period, b) the development of a set of actuarial assumptions based on the study results, including a financial analysis of the proposed changes, and c) a review of the existing actuarial funding method and asset valuation method.

3. Attendance at up to four meetings per year (up to eight in total) with the Commission (or a Subcommittee thereof) to present relevant actuarial reports and related findings in connection with both the MERS and P&FSBF.
 4. Special projects assigned by the Commission, including but not limited to the preparation of fiscal impact statements on legislation being considered by the Connecticut General Assembly relative to MERS and P&FSBF provisions.
 5. Routine consultations with the retirement plan administrator regarding fiscal, legal, and regulatory issues impacting MERS and P&FSBF.
 6. Preparation of new business valuations, with any fees paid by the municipality requesting the valuation; preparation of costs associated with the purchase of prior municipal service pursuant to Public Act No. 03-138 (codified within Connecticut General Statutes, Section 7-442b), with any fees paid by the employee requesting the purchase cost.
- E. **TERMINATION** - This agreement shall remain in full force and effect for the entire term of the contract period stated unless cancelled by SERC by giving the contractor written notice of such intention at least 30 days in advance.

SERC reserves the right to recoup any deposits, prior payments, advance payment or down-payment made if the contract is terminated by either party.

If the funding for the contract is no longer available, SERC reserves the right to cancel the contract without prior notice.

Contractor shall advise SERC promptly, in writing, of any labor related occurrence known to contractor involving contractor's employees which may reasonably be expected to affect contractor's performance of services under this agreement. Notwithstanding such occurrence, the contractor shall at all times utilize approved, qualified personnel necessary to perform the services under this agreement. If at any time SERC, in its sole discretion, determines that the personnel assigned to perform the services under this agreement is incompetent, dishonest or uncooperative or determines that the performance of services are not satisfactory for any reason, SERC reserves the right to request that the contractor reassign personnel and arrange for an employee(s) or subcontractor(s) satisfactory to SERC to provide the services otherwise performable by the contractor hereunder.

Contractor shall review any requests by SERC to reassign personnel. In requesting the reassignment of personnel, SERC shall give thirty (30) days notice to contractor of SERC's desire for such reassignment. Contractor will then have fifteen (15) days to investigate the situation and attempt, if it so desires, to resolve the situation to the mutual satisfaction of the parties. Should the parties not reach a mutual resolution, then fifteen (15) days thereafter, or thirty (30) days from the date of the notice of reassignment, SERC may terminate this agreement by providing written notice.

June 27, 2005

- F. **APPLICABLE LAW** - This contract shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws.

The contractor agrees that the sole and exclusive means for the presentation of any claims against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

ATTACHMENT II COST AND SCHEDULE OF PAYMENTS

Fees and costs for actuarial valuation and general consulting services shall be as detailed in the contractor's fee proposal contained in Section 9 of Appendix "B", provided that for each twelve month period (July 1 through June 30) of this forty-eight month contract, such fees and costs shall not exceed the following:

	MERS Valuation	P&FSBF Valuation	MERS Experience Study	P&FSBF Experience Study	General Consulting	Meeting Fees	
7/1/05 - 6/30/06	39,000	13,000			76,500	3,000	131,500
7/1/06 - 6/30/07	39,000	13,000			76,500	3,000	131,500
7/1/07 - 6/30/08	39,000	13,000			76,500	3,000	131,500
7/1/08 - 6/30/09	39,000	13,000	35,000	14,000	76,500	3,000	180,500
Contract Total							575,000

Payment of fees and costs shall be made in arrears, based upon the contractor's actual time and expense, upon submission of proper invoices. The total maximum amount of this contract payable by SERC for the four year period shall not exceed \$575,000.

The following fees are exclusive of the general consulting totals shown above and will not be paid by SERC:

1. Initial MERS Actuarial Valuation - Fees for an initial actuarial valuation for determining computed costs upon joining the MERS will be paid by the municipality requesting the valuation. Specifically, such fees will be payable directly to the contractor by the municipality but will be transmitted to the contractor by SERC staff with the request for the valuation. The fees shall be as follows for the four contract years:

<u>Number of Employees:</u>	<u>Fee:</u>
1-10	\$900
11-25	\$1,000
26-50	\$1,100
51-75	\$1,150
76-100	\$1,200
Plus \$1.00 each over 100 to 200	
Plus \$.50 each over 200	

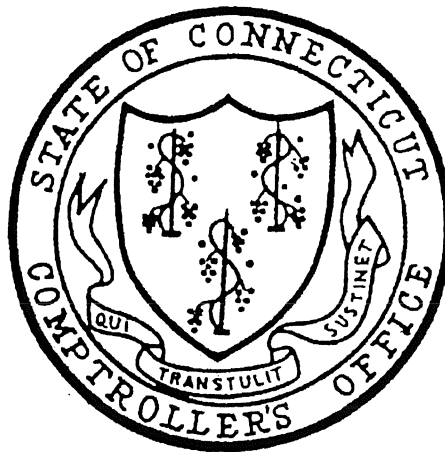
The above charges will be increased by 25% for estimates involving employer/employee contributions or annuities under a previous retirement system and all fees are inclusive of expenses.

2. Prior Municipal Service Purchase - The fee for calculating the cost associated with a member obtaining credit in the MERS for prior service with a non-participating municipality, pursuant to Public Act No. 03-138 (codified within Connecticut General Statutes, Section 7-442b), shall be \$450 per calculation for the four contract years and is inclusive of expenses. The member requesting the purchase cost is responsible for the fee. Specifically, such fee will be payable directly to the contractor by the member but will be transmitted to the contractor by SERC staff with the request for the calculation. The member will make such payment by money order, bank or certified check.

In addition, our proposed hourly rates for special projects, fiscal impact statements and routine consultations will be as follows for each of the four contract years:

<i>Job Category</i>	<i>Hourly Rate</i>
Consulting Actuaries Tax and Legal Consultants	\$320 - \$464
Associate Consulting Actuaries Associate Tax and Legal Consultants Assistant Benefit Consultants	\$180 - \$320
Associate Actuaries, Assistant Actuaries and Benefit Specialists	\$120 - \$240
Other Supervisory, Technical and General Operating Personnel	\$60 - \$120
Additional Meeting Charge (per consultant per half-day)	\$1,200

**CONNECTICUT STATE EMPLOYEES
RETIREMENT COMMISSION**



**REQUEST FOR PROPOSAL
ACTUARIAL VALUATION AND CONSULTING SERVICES
MUNICIPAL EMPLOYEES RETIREMENT SYSTEM
POLICEMEN AND FIREMEN SURVIVORS' BENEFIT FUND**

February 3, 2005

Appendix "A"

**CONNECTICUT STATE EMPLOYEES RETIREMENT COMMISSION
REQUEST FOR PROPOSAL
ACTUARIAL VALUATION AND CONSULTING SERVICES
MUNICIPAL EMPLOYEES RETIREMENT SYSTEM
POLICEMEN AND FIREMEN SURVIVORS' BENEFIT FUND**

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**CONNECTICUT STATE EMPLOYEES RETIREMENT COMMISSION
REQUEST FOR PROPOSAL
ACTUARIAL VALUATION AND CONSULTING SERVICES
MUNICIPAL EMPLOYEES RETIREMENT SYSTEM
POLICEMEN AND FIREMEN SURVIVORS' BENEFIT FUND**

I. STATEMENT OF OBJECTIVES

The Connecticut State Employees Retirement Commission (Commission) is seeking to secure proposals for the provision of pension actuarial services over a four-year contract period. The Commission's objective is to engage the services of an actuarial firm with public pension plan experience to perform annual actuarial valuations of the Municipal Employees Retirement System (MERS) and the Policemen and Firemen Survivors' Benefit Fund (P&FSBF), and for the performance of other actuarial reporting duties related to each as directed by the Commission. The contract period will commence on or about July 1, 2005 and expire on June 30, 2009.

II. BACKGROUND INFORMATION

MERS is a voluntary, multi-employer pension plan, the provisions of which are contained in Title 7, Chapter 113, Part II of the Connecticut General Statutes. Annually, four normal contribution rates are established by the Commission in accordance with the following breakdown: a) general employees with social security; b) general employees without social security; c) police and fire with social security; and d) police and fire without social security. The unfunded accrued liability of participating municipalities, if any, is calculated on an individual basis. On June 30, 2003, MERS had a total membership of 13,163 composed as follows: 8,420 active members, and 4,743 retirees and beneficiaries. On that date, the actuarial asset value of the system was \$1.4 billion; MERS is in a fully funded position.

P&FSBF is a voluntary, multi-employer pension supplement, the provisions of which are contained in Title 7, Chapter 104, Part V of the Connecticut General Statutes. Upon the death of an active or retired member, P&FSBF pays survivor benefits. Annually, the Commission establishes a normal contribution rate for participating municipalities. The unfunded accrued liability is calculated on an individual basis for new municipalities joining the fund. On June 30, 2003, P&FSBF had a total membership of 937 composed as follows: 509 active members; 328 retirees, and 100 annuitants. On that date, the fund's assets for valuation purposes were \$19.8 million; P&FSBF is in a fully funded position.

The proposal specifications are detailed within the following sections of this document.

III. SCOPE OF SERVICES

The contractor will be expected to perform the following services:

1. The preparation of annual actuarial valuation reports for both MERS and P&FSBF for each of the four contract years. The valuations will be based on annual retirement system data for fiscal years ending June 30, with final results reported to the Commission each February. In addition to the standard valuation detail, the reports must include a) the accounting information required in accordance with applicable Governmental Accounting Standards Board Statements, and b) a detailed gain/loss analysis.
2. The preparation of one MERS and one P&FSBF experience study report during the contract period. Each report must include a) an analysis of the economic and demographic experience of the retirement system over the defined study period, b) the development of a set of actuarial assumptions based on the study results, including a financial analysis of the proposed changes, and c) a review of the existing actuarial funding method and asset valuation method.
3. Attendance at up to four meetings per year (up to eight in total) with the Commission (or a Subcommittee thereof) to present relevant actuarial reports and related findings in connection with both the MERS and P&FSBF.
4. Special projects assigned by the Commission, including but not limited to the preparation of fiscal impact statements on legislation being considered by the Connecticut General Assembly relative to MERS and P&FSBF provisions.
5. Routine consultations with the retirement plan administrator regarding fiscal, legal, and regulatory issues impacting MERS and P&FSBF.

IV. LETTER OF INTENT REQUIREMENT

A letter of intent is required. The purpose of this letter is to indicate the contractor's intention to respond to this RFP. The letter of intent must be received at the offices of the Retirement & Benefit Services Division by 4:30 p.m. on February 15, 2005. Proposals will not be accepted if this requirement is not met.

In this letter the contractor must provide an email address for the communication of information about the RFP. As indicated in Section V, PROPOSAL SUBMISSION REQUIREMENTS, of this RFP, contractors may submit questions regarding the RFP by email. Answers to questions submitted as well as other information related to the contractor selection process will be provided to contractors at the email address provided in the letter of intent.

V. PROPOSAL SUBMISSION REQUIREMENTS

A. Each proposal must include the following:

1. **Title Page**

A title page indicating the date, subject, name of the contractor, central office address and the local office address – if a local office will be performing the contracted services – and the address, telephone number, name and title of the contractor's contact person for the purpose of clarifying any information submitted.

2. **Organizational Structure**

A general description of the contractor's organization, including the legal structure (corporation, partnership, franchise, etc.), the number of professional and support staff employed and the primary business functions (benefits consulting, actuarial consulting, asset management, insurance provider, etc.). Identification of the actuaries available for assignment to this engagement and descriptive materials relating to the professional qualifications of each actuary.

3. **Experience**

A listing of all public employee retirement systems to which the contractor currently provides actuarial valuation and consulting services. This listing should include the name of the retirement system, the number of system members (active and retired), and the number of years that the contractor has been retained to provide actuarial services to the system. Of the staff members designated for the engagement that is the subject of this RFP, the contractor must also identify which, if any, serve as lead consultant to the public retirement systems listed. In addition to the above information, contractors are encouraged to identify other experience, factors, or strengths that they possess which may assist the Commission in its selection process.

4. **Computer Systems**

Description of on-site computer system contractor will be using.

5. **Backup Equipment**

Description of alternative backup for all equipment which may be used by contractor.

6. **Subcontracts**

Identification of the subcontractor(s), if any, to be utilized in meeting the service requirements of this RFP and a listing of the specific tasks to be assigned to the subcontractor(s).

7. **Recommended Workplan**

A statement of the contractor's capacity to provide each of the deliverables specified in Section III of this RFP within the expressed time frame.

8. Work Samples

A sample of any relevant publications or notifications that the contractor transmits to clients on a regular basis concerning topical issues in the area of public pension plan administration.

9. Fee Structure

Submission of total fixed and variable fees for the tasks listed in Section III of this RFP, expressed as follows:

- a) A fixed fee for each of the four actuarial valuation reports required for MERS (Section III, Subsection 1);
- b) A fixed fee for each of the four actuarial valuation reports required for P&FSBF (Section III, Subsection 1);
- c) A fixed fee for the experience study report required for MERS (Section III, Subsection 2);
- d) A fixed fee for the experience study report required for P&FSBF (Section III, Subsection 2);
- e) For each of the contract's four fiscal years (ending June 30), a fixed fee for attendance at – up to four meetings (up to eight in total) with the Commission (or a Subcommittee thereof) in connection with both the MERS and P&FSBF, (Section III, Subsection 3); and
- f) For each of the contract's four fiscal years (ending June 30), hourly billing rates by position classification for special projects, fiscal impact statements, and routine consultations (Section III, Subsections 4 & 5).

Fees proposed, whether fixed or variable, shall be deemed inclusive of all expenses and all cost estimates will be considered as “not to exceed” quotations.

Fee proposals should not include start-up or exit costs.

The State of Connecticut is exempt from the payment excise, transportation, and sales tax imposed by the Federal Government and the State; accordingly, such taxes must not be reflected in the proposed price.

10. Conflict of Interest

Disclose any current or past (within the last ten years) business relationships which may pose a conflict of interest.

11. Regulatory Issues

Disclose any regulatory problems experienced in the past ten years.

12. Affirmative Action

The proposal must include a summary of the contractor's experience with Affirmative Action including a summary of the contractor's affirmative action plan and the contractor's affirmative action policy statement.

Regulations of Connecticut State Agencies Section 46a-68j-30(10) require agencies to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- a. The contractor's success in implementing an affirmative action plan;
- b. The contractor's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- c. The contractor's promise to develop and implement a successful affirmative action plan;
- d. The contractor's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- e. The contractor's promise to set aside a portion of the contract for legitimate small contractors and minority business enterprises, where applicable. (See CGS 32-9e)

A Commission on Human Rights and Opportunities "Notification to Bidders" and an "Employment Information Form" are attached, which should be read and completed by the contractor. (Attachment I)

Also attached is a Contract Compliance Requirement reporting form, which the contractor must complete and sign, which will be sent to the Commission on Human Rights and Opportunities by the awarding agency. (Attachment II)

- B. An authorized agent for the contractor with authority to negotiate and contractually bind the contractor must sign the proposal; such individual's title, address, and telephone number must also be provided.
- C. The contractor must submit one original, one unbound, plus eleven (11) copies of their proposal in a sealed envelope upon which a clear indication has been made of the RFP

reference title and the date and time the proposal is submitted. The envelope should be delivered to:

Thomas C. Woodruff, Ph.D., Director
Retirement & Benefit Services Division
Office of the State Comptroller
55 Elm Street, Third Floor
Hartford, Connecticut 06106

- D. Contractors who have questions regarding this RFP should submit them by email to the following address: osc.mersactrfp@po.state.ct.us no later than 4:30 p.m. on Friday, February 18, 2005. Answers to questions will be transmitted by Friday, March 4, 2005. No phone calls will be accepted relative to this RFP.
- E. Proposals must be received no later than 4:30 p.m. on Friday, April 1, 2005.
- F. Some contractors may be asked to provide a presentation of their proposal to the Actuarial Subcommittee of the Commission. Such contractors will be notified by email to arrange the time and date for the presentation.

VI. SELECTION PROCESS AND SCHEDULE

Request for Proposal Questions and Response Phase

February 3, 2005	Release of RFP by Commission
February 15, 2005	Letters of intent with contractor's email address due at Commission
February 18, 2005	Questions, if any, due at osc.mersactrfp@po.state.ct.us
March 4, 2005	Division provides email response to questions received
April 1, 2005	Proposals due at Commission

Proposal Review and Contractor Selection Schedule

April 4, 2005 – April 20, 2005	Reading and Scoring of Proposals by Screening Committee
May 3, 2005	Finalist Interviews
May 11, 2005	Contractor Selection

VII. EVALUATION OF PROPOSALS

Each proposal will be evaluated by a Screening Committee using the following criteria to determine which contractor is most capable of implementing the Commission's requirements:

1. Contractor's experience with and ability to perform the required services.
2. Contractor's understanding of the project's purpose and scope, as evidenced by the proposed approach and level of effort.
3. Competitiveness of proposed cost.
4. Availability and competence of contractor's personnel.
5. Conformity with specifications contained herein.
6. Contractor's ability to keep the Commission informed of significant changes in the laws and regulations governing public pension plan administration.
7. Proximity of contractor's staff involved to Hartford, Connecticut.
8. Demonstration of contractor's commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities.
9. At the option of the Screening Committee, contractor's oral presentation.

VIII. TERMS AND CONDITIONS

Contractors responding to this RFP must be willing to adhere to the following conditions and must affirmatively state their adherence to these requirements with a transmittal letter appended to their proposal response.

1. **Acceptance or Rejection by the State** - The State reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will be kept sealed and safe until the deadline for submission has passed.
2. **Conformance with Statutes** - Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
3. **Ownership of Proposals** - All proposals in response to this RFP are to be the sole property of the State, and subject to the applicable Freedom of Information provisions of Connecticut General Statutes, Section 1-19.
4. **Ownership of Subsequent Products** - Any product, whether acceptable or unacceptable, developed under a contract award as a result of this RFP is to be the sole property of the State of Connecticut, unless explicitly stated otherwise in the RFP or contract.
5. **Availability of Work Papers** - All work papers and data used in the process of performing this project must be available for inspection by the State of Connecticut Auditors of Public Accounts for a period of three (3) years or until audited.

6. **Timing and Sequence** - All timing and sequence of events resulting from this RFP will ultimately be determined by the State.
7. **Stability of Proposed Prices** - Any price offerings from contractors must be valid for a period of one hundred eighty (180) days from the due date of the contractor proposals.
8. **Oral Agreements** - Any alleged oral agreement or arrangement made by a contractor with any agency or employee will be superseded by the written agreement.
9. **Amending or Canceling Requests** - The State reserves the right to amend or to cancel this RFP prior to the due date and time, if such action is deemed to be in the best interest of the State Employees Retirement Commission and the State.
10. **Rejection for Default or Misrepresentation** - The State reserves the right to reject the proposal of any contractor that is in default of any prior contract or for misrepresentation.
11. **State's Clerical Errors in Awards** - The State reserves the right to correct inaccurate awards resulting from its clerical errors.
12. **Rejection of Qualified Proposals** - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
13. **Contractor Presentation of Supporting Evidence** - A contractor, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.
14. **Changes to Proposal** - No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the contractor's expense.
15. **Expenses Incurred** - The State will not reimburse any contractor for any costs or expenses incurred in preparing proposals or in any other connection with the RFP, including travel expenses relating to an oral presentation.
16. **Collusion** - By responding to this RFP, the contractor implicitly states that the proposal is not made in connection with any competing contractor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the contractor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the contractor's proposal preparation.

IX. RIGHTS RESERVED TO THE STATE

The State reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgement, the best interest of the State will be served.