

**Town of
North Branford
Purchasing Department**
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 North Branford, CT 06471
 Tel: 203-484-6005

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 Town Manager

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 Purchasing Agent

Request for Proposal

**The Town of North Branford (“Town”) is accepting sealed
Request for Proposals (RFP) for the following:**

Project Summary

RFP Title:	RETIREMENT PLAN INVESTMENT CONSULTANT		
RFP #:	926016		
Projection Description:	The Town on behalf Town Of North Branford, Connecticut On Behalf Of The Town Of North Branford Employees' Pension Plan North Branford Police Pension And The Merit Service Retirement Plan for Volunteer Fire/Ambulance intends to enter into a contract for pension fund investment services. The purpose of this Request for Proposal (RFP) is to define the Town's Scope-of-Services, solicit proposals, and thereby gather adequate information from which the Town may evaluate interested providers of such services.		
Department:	FINANCE		
RFP/Advertise Date:	February 26, 2025		
RFP Due Date:	March 19, 2025	Opening Time:	11:00 AM
Questions:	Received through March 11, 2025		
Contract Term:	The term of this agreement will be three (3) years with an options to extend, subject to final action following the selection process. Start Date 7/1/2025		
Insurance Requirements:	Refer to Rider	300	(This Rider is attached)
Pricing Sheet:	Respondent Supplied		
Bid Bond:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Amount
Performance Bond:	NO		

Responses must be submitted in the form and manner specified in this request.

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INSTRUCTIONS TO RESPONDENTS

1 RFP Documents — the following documents are hereinafter collectively referred to as "RFP Documents" and each a RFP Document.

	RFP Cover Sheet -Invitation with Summary	This document need not be returned with your submission
	Instruction to Respondents	This document need not be returned with your submission
	Specifications	This document need not be returned with your submission
	Attachment to Specifications	This document need not be returned with your submission
1	Town Forms Signature Page	Required with your Submission
a	Certificate of Non- Arrearage	
b	Non-Collusion Affidavit	
c	Affirmative Action Statement	
d	Contractors Wage Certification Form	N/A
e	Statement of Qualifications	
2	Calculation Sheet / Pricing Sheet	Required with your Submission

- (a) These RFP Documents include a complete set of forms.
- (b) Respondents may not qualify or alter the terms of the solicitation's Bid Table. (if Applicable)
- (c) Responses must be submitted through the website, no hard copies accepted.
- (d) All costs incurred in the preparation and presentation of this proposal shall be wholly absorbed by the proposer. Any material submitted by the vendor shall become the property of the Town of North Branford unless otherwise requested at the time of submission. Any material that is to be considered as confidential in nature must be so marked.

2. Internet Access

- (a) The Town cannot guarantee that equipment involved in RFP Submission and/or solicitation technology will be available to provide information or receive transmittals. It is your responsibility to ensure that you have current information and that your Submission is received at the designated location complete and on time. The Town is not responsible for the confidentiality of information transmitted over the Internet.
- (b) Downloading solicitations of any type does not obligate the Town to send you future notifications of solicitations or addendum updates.
- (c) It is the Respondent's responsibility to update your contact information with the Purchasing Department.

3. Solicitation Downloads

- (a) This document may be downloaded from our website at no cost to you. If you require a third party to print the specifications and/or drawings, that cost will be borne by you.
- (b) Drawing File Format: PDF
- (c) Click on the above link if you don't have Adobe Acrobat and you wish to view the files in PDF format.

4. Inquiries for Clarification

- (a) The Town will not respond to a Respondent's request(s) for oral interpretation and/or clarification of the RFP Specifications for any reason.
- (b) The Town will respond to a Respondent's written request(s) for interpretation and/or clarification of the RFP Specifications.

- (1) Any written Inquiry for Clarification must be received seven (7) or more business days prior to the RFP Opening Date and Time. Any request received by the Town after this deadline will not be given consideration.
- (2) Please do not send questions or requests for clarification in a PDF format.
- (3) Every interpretation made to a Respondent will be in the form of an Addendum to the RFP Documents.

5. Addendum to RFP Documents

- (a) All Addenda to the RFP Documents shall become part of the RFP. Respondents are required to check the Website for Addendum. Each Respondent shall be bound by such Addenda whether or not received/viewed by the Respondent.
- (b) Questions are submitted via email to Mfumiatti@northbranfordct.gov please include the RFP number and RFP Title in the subject line.
- (c) Addendums regarding Inquires for Clarification will be posted on the Town website, not less than five (5) calendar days prior to the RFP Opening Date and Time.
- (d) Addendums regarding extension of time will be posted on the Town website, any time prior to the RFP Opening Date and Time.

6. Contract Term – (See RFP Summary for applicability)

- (a) The terms of the contract as a result of this solicitation shall be as stated in the RFP Summary and/or the Specifications. If there are any options to renew, all renewals will be at the sole discretion of the Town and pursuant to the same terms and conditions.

7. Insurance Requirements – see attached Rider.

- (a) Insurance will be required for the entire term of the contract. COI are to be emailed to your project contact (see award notice)
- (b) Renewal Certificates of insurance should be emailed to your project contact: annually

8. Certification and Licenses

- (a) If the service(s) that you are providing is a service for which a certification, license or other form of qualification is required, please provide documentation with your statement of qualifications.

9. Unit Prices, RFP Quantities and Tax-Exempt Status

- (a) The Unit Prices for each of the RFP items include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price represents the total RFP. Special attention is called to this section because in the event it is necessary to revise the quantities, increase or decrease thereof may be made without limit and adjustment and compensation shall be made on the basis of the Unit Prices for such items.
- (b) Unit Prices should not include federal excise or state sales taxes. State Sales Tax is exempt under Connecticut General State Statute Sec. 12-412. The Town is also exempt from transportation taxes when goods are consigned to the Town.
- (c) It is understood and agreed that the Unit Prices shall control the Contract award.
- (d) The quantities noted in this RFP are approximate (estimated only for use in comparing RFPs); and that the sums obtained by multiplying the Unit Prices by the estimated quantities, and also the Total of these sums, are inserted for the purpose of checking this RFP and for the convenience of the Respondent. The Unit Prices paid are for the actual ordered quantities only.

(e) Shipments should be consigned to the Town in the care of the Respondent.

10. Equal Employment Opportunity

The Town will terminate any contract without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions of Executive Orders 11246 and 11374, Connecticut Fair Employment Practice Act. The Town reserves the right to incorporate into the contract any additional provisions relating to Equal Employment, including an Affirmative Action Agreement

11. Alternate RFPs

(a) No alternate RFPs will be considered unless alternate RFPs are specifically requested by the Town.

12. Pricing Sheet - (See RFP Summary for applicability)

(a) Please provide your pricing matrix on a page or section of its own. The Town of North Branford must be readily able to discern your pricing proposal at a quick glance.

13. Warranty

(a) The Product provided as a result of this RFP shall have a minimum warranty of 1 year.

14. RFP Process and Submission

(a) RFP Process (Only Digital Responses Accepted)

- (1) Early Submittal of RFPs - RFPs received prior to the advertised hour of opening will be securely kept sealed and unopened.
- (2) RFP Opening - At the time and place fixed for the opening of RFPs, the Town will open and publicly read aloud the name of every RFP respondent that received is by the submission deadline. Respondents and other interested parties may be present, in person or by representative.
- (3) Late Submittals - with the advent of complete digital bidding, no response will be accepted after the closing date and time.
- (4) Withdrawal of RFPs - Response may be withdrawn by you prior to the RFP Closing Date and Time by you retracting your digital submission.
- (5) RFP Rejections - The Town reserves the right to reject any and all RFPs which do not meet the requirements of the lowest qualified responsible Respondent. Some reasons for rejection include but are *not limited to* altered or qualified Calculation Sheet, a non-Web based Calculation Sheet, non-conforming Bid Bonds, incomplete or erroneous paperwork, late RFP Submission, Unbalanced High or Low Unit Pricing, and/or not habitually performing with the Respondent's own forces.
- (6) RFP Rejection Notification - Should the Town reject a RFP for any reason, the Respondent shall be notified. In case of such rejection, the Town will return any Bonds to the Respondent(s). No other part of an RFP Submission will be returned.

(b) RFP Submission

- (1) Electronic Submissions- (Only Digital Responses Accepted)
 - a. Follow instructions on the website for bid submission – all required forms are indicated as such.
- (2) An RFP must be submitted in a digital format. All blank spaces must be filled in as noted. RFP responses must give the prices in numerical figures when requested.
- (3) The Respondent shall sign their RFP in the blank space provided for this purpose. If the RFP is made by a partnership or corporation, the name and address of the partnership or corporation shall be indicated, and the RFP Submission must be acknowledged by a corporate officer as applicable. Any partner or corporate stockholder owning 25% or more of the business shall also be disclosed.

- (4) The Town may consider any RFP not prepared and submitted in accordance with the provisions hereof, and may, at its option, waive any informalities.
- (5) No Respondent may withdraw an RFP within one hundred twenty (180) days after the actual date of the opening thereof.

15. RFP Protest

- (a) Any RFP protest must be submitted in writing. Respondents may file a written protest of the RFP results with the Town's Purchasing Agent, within 48 hours of the posting of the RFP results on the Town Website.
- (b) A protest must be submitted via email, mfumiatti@northbranfordct.gov or Fax, 203-484-6025.
- (c) The Town will acknowledge receipt of written protest. If the Purchasing Agent or representative has not acknowledged receipt of the protest by the close of business on the following day, please contact the Town Managers Office at 203-484-6000.

16. Award of Agreement

- (a) The Town will endeavor to award a contract for this RFP within one hundred and twenty (120) days after the date of the RFP opening. All Respondents acknowledge their RFP submittal will be valid for the duration of the one hundred and twenty (120) days' timeframe.
- (b) The Town reserves the right to do a separate RFP or secure pricing from additional contractors that may relate to the goods and/or services in the instant RFP, whether such goods and/or services are additional to the quantities stated in the instant RFP.
- (c) The Town will not award to any contractor who is ineligible under any of applicable regulations issued by the Secretary of Labor and United States Department of Labor.
- (d) The Town will not award any contractor who is not qualified under applicable State and local laws and regulations.
- (e) Without limiting the generality of the foregoing, a contractor will be deemed ineligible if they are not current with any taxes or other outstanding obligations to the Town of North Branford.
- (f) Should a Contract be awarded, it will be awarded based upon the committees scoring of the review criterion and the appropriate committee/Town Council approval. The requesting department will convene a committee to review the RFP and provide a recommendation to award or reject all proposals.
- (g) Availability of funds – The awarding of all contracts is contingent upon availability of appropriate funds. If funding is not available at the time of the award and/or execution of the contract the Town reserves the right to cancel the RFP.
- (h) All Bid Bonds (if required) will be returned to all Respondents upon the execution of the contract documents to the awarded Respondent.

17. Execution of Agreement

- (a) In executing the Agreement, the Awardee will be required to reaffirm and restate any and all representations made in its RFP Submission.
- (b) Subsequent to the notice of award and within ten (10) days after the prescribed forms are presented for signature, the Awardee shall execute and deliver to the Town the Agreement in the form included in the Contract Documents, in such number of copies as the Town shall require.
- (c) The failure of the Awardee to execute such Agreement, pay any taxes due, to supply the required bonds or submit the Certificate of Insurance, all within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Town grants based upon reasons determined sufficient by the Town, shall constitute a default and the Town reserves the right to any remedies available at law or in equity including pursuit of RFP Bond. The Town may either award the Contract to the next lowest responsible Respondent or re-advertise for RFPs.
- (d) Performance Labor and Material Bonds - (see RFP Summary for applicability)
Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Respondent shall, within the period specified in paragraph "A" above, furnish a bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and a labor and material bond for payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including

utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as those included in the RFP Documents and shall bear the same date, or a date subsequent to that of the Agreement. These bonds shall be signed and issued by a guaranty or surety company satisfactory to the Town, authorized and qualified to do business in the State of Connecticut, and listed in the latest issue of the U.S. Treasury Circular 570, and the penal sum of any such bond shall be within the maximum specified for such company in said Circular 570. The current power of attorney for the person who signs for any surety company shall be attached to such bonds.

18. Notice to Proceed

Once a contract is executed the Town department responsible for requesting the work will issue a Notice to Proceed.

RFP Specifications

I.GENERAL INFORMATION – Section 1

THE SELECTION OF A RETIREMENT PLAN INVESTMENT CONSULTANT

A. OVERVIEW

The Town of North Branford (“the Town”), on behalf of its aforementioned Pension Plans (“the Plan”) intends to enter into a contract for pension fund investment services. The purpose of this Request for Proposal (RFP) is to define the Town’s Scope-of-Services, solicit proposals, and thereby gather adequate information from which the Town may evaluate interested providers of such services. The Town intends to enter into an initial three (3) year contract with the respondent that offers the best value.

B. BACKGROUND INFORMATION

The Town of North Branford administers three single-employer, defined benefit public employee’s retirement system (PERS) plans to provide pension benefits to 1) all eligible Town of North Branford and non-certified North Branford Board of Education employees 2) all eligible North Branford Police Officers 3) all eligible members of the North Branford Fire Department. The plans were established through ordinances adopted July 1, 1970, February 1, 1972 and July 1, 1991, respectively. The Pension Committee makes recommendations for plan provisions which are approved by the Town Council. The PERS are considered to be a part of the Town’s financial reporting entity and are included in the Town’s financial statements as pension trust funds. The plans do not issue separate, stand alone, financial reports.

	Police	Town	Fire/Ambulance
Market Value 7/1/24	\$7,836,037	\$4,529,208	\$3,877,261
Accrued Liability 7/1/24	\$11,005,988	\$9,075,520	\$3,414,277
Active Members	20	13	107
Terminated Vested	1	8	19
Retirees Collecting	13	69	32

C. SELECTION CRITERIA

The evaluation will be completed by The Pension Committee (and others who may be added), who shall submit a recommendation to the Town Council for their action. The members of the selection committee shall, individually and collectively, evaluate each properly submitted proposal, and shall select a group of not more than three finalists. Each finalist will be interviewed by the committee to determine, all factors considered, the most qualified and capable pension consulting firm with which to contract. While fee schedules will be discussed and considered during these interviews, fees alone will not drive the committee's decision.

F. SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposal be organized in the following manner:

1. Title Page: Please indicate the RFP subject, the name of your organization, address, telephone number, name of contact person and date.
2. Table of Contents: Clearly identify the material by section and page number.
3. Letter of Transmittal: Limit to two pages.
4. Response to Request for Proposal: Please respond to each question in order of sequence in the Request for Proposal (Section 3).
5. Submission of Contract Compliance Form.
6. Provide complete contact information on at least five (5) references of comparable size – three of which must be Connecticut municipalities.

SECTION 2 **SCOPE OF SERVICES**

Background

A. Work Statement

The primary role of the Town's pension consultant will be to provide objective, third-party advice and counsel that will enable the appropriate boards, committees and officials of the Town to make well-informed and well-educated decisions regarding management of the Plan and investment of the Plan's assets. The Consultant shall be expected to share fiduciary responsibility for the Plan with the Town. The Consultant must be a registered investment advisor under the Investment Advisors Act of 1940.

B. Scope of Services

Contractual services for pension management consulting will include, but not be limited to the following:

1. Development of Investment Policy Objectives and Guidelines

Assist the Town with potential revision of the current investment policy statement and the periodic review of policy statements that properly reflect the Town's tolerance for risk and that best help the Town meet its rate-of-return, funded status and administrative expense objectives.

2. Asset Allocation Studies

Evaluate the Plans' current asset allocation and asset allocation guidelines to determine whether or not they are consistent with the Town's investment objectives and guidelines.

3. Investment Manager Search/Recommendation

When deemed necessary or appropriate, assist the Town in its due diligence and search for investment advisor(s)/manager(s) utilizing the appropriate database(s) of capability and performance data.

4. Development of Investment Manager Performance Standards/Guidelines

Assist the Town in the development and review of performance with which the Town can measure each investment manager.

5. General Consulting Services

Provide general consulting services as requested by the Pension Committee and/or Town Council. These might include custodial search and selection, etc.

6. Performance Measurement & Monitoring

Assist the Town in developing and implementing appropriate benchmarks so that the Town can determine and evaluate investment management performance, overall

progress toward meeting the Plan's investment objectives, and fees charged by Plan Consultants, Advisors and Investment Managers.

7. Monitor Compliance

Provide written quarterly reports to the designated Town board or committee, advise the Town of industry best practices and make appropriate suggestions for adopting pertinent practices, and keep the Town current with regard to emerging issues in pension management.

8. Assist in Fund Diversification

Assist the Town in the development of an investment manager structure that provides adequate diversification with respect to the number and types of investment vehicles and managers to be utilized by the Plan.

9. Compliance

Assist and comply with all federal and state requirements.

10. Meeting Attendance

The Investment Plan Consultant is expected to attend the quarterly meetings of the Pension Committee. The Committee meets at 4 p.m. on the second Wednesdays of February, May, August & November. The Town reserves the right to hold additional Pension Committee meetings throughout the year as needed – that the Investment Consultant may be required to attend.

SECTION 3

INFORMATION REQUIRED FROM ALL RESPONDENTS

A. Professional Qualifications:

1. Name your firm, its address, telephone number, and primary contact for the request for proposal.
2. Is your organization a subsidiary, parent, or affiliate of any other firm? If so, please describe it in detail. Also, do any of these affiliates provide any other retirement fund services such as investment management, actuarial work, etc.? If you provide more than one service, how do you protect against conflicts of interest? Have you ever included your own firm, subsidiary or sponsored investment vehicle in a manager search you are conducting? Does your organization/firm provide any other services to the Town of North Branford? If so, what services?
3. What is the number of full-time employees in your firm? What is the location of your nearest office to North Branford, Connecticut? Provide a breakdown by classification (consultant, managerial, clerical, etc.) for both your national and local operation. If more than one office, how are consultants apprised of developments in the investment arena?
4. Please submit biographical profiles on the individual(s) who will be assigned to our account. Also, where are these individuals located? Who will attend review meetings? Will the same person(s) always be representing your firm? How many senior people have left your company in the last three (3) years? How many support staff have left your company in the last three (3) years? Specifically, performance measurement, manager search, investment policy consulting. What public funds experience do you have? Provide a list of all public pension fund clients under contract to date. How many clients have you lost within the last three (3) years? How many clients have you gained in the last three (3) years?
5. Please explain the size, composition, and source of your performance measurement database. What indices are used for relative comparisons? Were your software systems developed entirely in-house or purchased from outside sources? If you do not maintain databases, whose database do you use? How is that database supported?
6. Why is your firm uniquely qualified to serve our account?
7. Disclose formal or informal business relationships with investment managers or other service providers to pension trust funds.

8. Please provide copies of Form ADV.

B. Investment Policy/Asset Allocation Guidelines:

1. Provide an outline of the principle steps you would follow when developing or updating a statement of Investment Policy and Objectives. Does your investment policy and asset allocation analysis fully integrate liabilities with assets? How would you interface with the retirement system's actuary?

2. There are quarterly meetings that the Investment Plan Consultant would be required to attend. The Town reserves the right to hold additional meetings of the Pension Committee as they see fit. Who would attend from your firm? Would the same person always be attending?
3. Provide an outline of the issues and items that would be covered in a typical policy statement.
4. What is your approach to development of asset allocation guidelines? Please describe this process in detail; including the application of major variables (e.g., risk tolerance; emerging liabilities, etc.)
5. What asset classes are included in your work?
6. What geographic areas of the world do you consider appropriate for pension asset investments?
7. Does your approach include passive strategies such as indexation? If so, please describe.

C. Investment Manager Selection:

1. What is the procedure and criteria you will follow in the selection of additional investment advisors/managers? And how long might the process take from start to finish?
2. How many firms do you track for manager search purpose? How many managers do you typically recommend that the board select to make final presentations from the total search database?
3. Do the consultants assigned to our account actually interface with prospective managers? How much time do they spend in an average week interviewing managers? How many managers a week do our assigned consultants see? Is due diligence performed for all managers' offices? If so, please explain your due diligence process. How are consultants apprised with respect to developments about managers?
4. What computer systems do you utilize to help in your manager screening? Which are purchased and which are proprietary?
5. Do you monitor your success in selecting managers? Explain how you measure the level of success of existing managers. Please be specific.
6. What criteria are used to recommend termination of a manager?
7. Do you believe when a manager is not performing that the consultant who presented this manager should also be held accountable? If so, how?

D. Performance Evaluation:

1. Specifically describe your performance evaluation system and the philosophy behind it. Is your system proprietary or did you obtain it from another supplier? If obtained from another vendor, from whom and how is it supported?

2. Describe and illustrate any special indices constructed by your firm.
3. Please describe, in detail, the optimal role that your firm would take in researching and recommending investment managers to the Town's Pension Committee. What other services are provided, such as custodian searches, due diligence visits, proxy voting, etc.
4. How soon following the end of a reporting period can you have copies of evaluation reports to us? How frequently do you recommend performance evaluation reviews?
5. Provide North Branford with a sample of your standard reports. How much variation is available from your standard report?

E. Sharing Fiduciary Responsibilities

1. Explain how you will share Plan fiduciary responsibilities with the Town.

F. Fees:

FEE QUOTATIONS SHALL BE SUBMITTED IN A SEPARATE ENVELOPE

1. Please indicate your fee schedule for investment performance analysis services, asset allocation, investment policy, manager search, custodial search, custodial services, etc.
2. Would you charge separately for travel expenses? If so, explain in detail your policy.
3. What other costs or expenses might we incur with your firm?
4. Please describe how you determine consulting fees due, how such payments are made and the periodicity thereof.

ADDITIONAL INFORMATION

A. Disclaimer

1. The Town of North Branford reserves the right to amend, cancel or withdraw this Request for Proposal at any time if it is deemed in the best interests of the Town to do so. The Town reserves the right to reject any, or any part of, or all bid proposals, to waive informalities and technicalities, and to accept that bid proposal which the Town of North Branford deems to be in the best interest of the Town, whether or not it is the lowest dollar bid.
2. The Town of North Branford is not responsible for any costs/expenses incurred by anyone submitting a proposal for this project. Costs/expenses are the sole responsibility of the parties submitting proposals.
3. All proposals submitted and information included therein or attached thereto shall become public records upon their delivery to the Town. All documents created by the respondent during the completion of their contract requirements shall become the property of the Town, including any databases and information systems that are created.
4. The respondent in performing under this agreement shall not discriminate against any workers, employee or applicant or any member of the public because of race, creed, color, religion, age, sex, marital status, national origin, mental retardation or physical disability,

including but not limited to blindness, unless it is shown by Respondent that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Respondent will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, marital status, national origin mental retardation or physical disability, including but not limited to blindness, unless it is shown by Respondent that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Respondent agrees that this non-discrimination clause will be incorporated in all contracts entered into by it with suppliers of services or materials, contractors and sub-contractors and all labor organizations furnishing skilled, unskilled and craft unions skilled labor or whom may perform any such labor or services in connection with this agreement.

Insurance and Indemnity Requirements

See Appendix III.

APPENDIX III
INSURANCE AND INDEMNITY REQUIREMENTS
TOWN OF NORTH BRANFORD, CONNECTICUT

The Firm shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure the Firm's obligations under this contract with an insurance company or companies with an AM Best Rating of A-: VII or better licensed to write insurance in Connecticut and acceptable to the Town of North Branford. Where no insurer so licensed in Connecticut will provide the required coverage, the insurer shall, at minimum, be approved to do business in Connecticut (listed on the current "White List" of the Connecticut Insurance Department).

As to all insurance required, the insurer shall provide the Town of North Branford with Certificates of Insurance prior to the execution of this contract, describing the coverage and providing that the insurer shall give the Town of North Branford written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Deductibles and self-insurance shall be declared in the Certificate of Insurance and are subject to the approval of the Town of North Branford.

Such insurance or renewals or replacements thereof shall remain in force during the Firm's responsibility under this Agreement. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and the Firm agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage, or the acceptance by the Town of North Branford of Certificates of Insurance indicating the kinds and limits of coverage shall in no way limit the liability of the Firm to any such kinds and amounts of insurance coverage.

The Firm agrees that, to the fullest extent permitted by law, it shall hold harmless and indemnify the Town and all of its officers, agents and employees (hereinafter collectively called the "Indemnitees") and shall defend and protect the Indemnitees from and against any and all loss, cost, liability, claim, damage and expense including, without limitation, reasonable attorney's fees and expenses, incurred in connection with or arising from or alleged to have occurred in connection with or arisen from (1) any injury, illness or death to any person or damage to any person or property occurring with respect to, in connection with or as a result of and to the extent caused by the negligent acts or omissions of the Firm, its employees, or any other person or entity for whose acts the Firm may be liable, and any litigation, whether material or immaterial, with respect to any negligent act or omission of the Firm, its employees, or any other person or entity for whose acts the Firm may be liable, or with respect to or in connection with Firm's performance or non-performance of its obligations under this agreement. As used above, the Firm's duty to "defend and protect" shall be by counsel reasonably acceptable to the Town and "attorney's fees and expenses" shall include both reasonable attorney's and paralegals' fees and expenses. In case any action or proceeding is brought against any of the Indemnitees by reason of any such claim or liability, the Firm, upon notice from the Town, shall protect and defend at the Firm's sole expense such action or proceeding by counsel reasonably satisfactorily to the Town and the Town agrees to cooperate in such defense. The Firm will pay any judgments entered against the Indemnitees or any of them after exhaustion of all appeals thereof as the Firm shall reasonably determine to undertake. The Firm will also pay all amounts payable in settlement or compromise of any such action or proceeding, and the Town agrees not to settle any such action or proceeding without the Firm's consent, which will not be unreasonably withheld. In the event the Firm shall fail to protect and defend any of the Indemnitees, the Town may undertake to protect and defend such Indemnitees, and the Firm shall pay to the Town, upon demand, all reasonable costs and expenses incurred by the Town in connection therewith, including, without limitation, all reasonable attorney's fees and expenses.

300

Town of North Branford Risk Template (rev. 08/2022)

Professional Service Umbrella

Standard Professional Liability

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverage and shall name the Town of North Branford as an Additional Insured (1) on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation (1). Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"/"VIII".

		Minimum Limits (dollar amount indicates required minimum)	Additional Insured (Y indicates required)	Waiver of Subrogation (Y indicates required)
General Liability				
	Each Occurrence	\$1,000,000	Y	Y
	Combined Aggregate	\$2,000,000	Y	Y
	Products/Completed Operations Aggregate	\$2,000,000	Y	Y
	Abuse & Molestation	---	---	---
Auto Liability (includes all owned, hired & non-owned autos)	Combined Single Limit Each accident including endorsements	\$1,000,000	Y	Y
Excess/Umbrella Liability				
	Each Occurrence	\$1,000,000	Y	Y
	Combined Aggregate	\$1,000,000	Y	Y
Workers' Compensation & Employers' Liability (EL)	Statutory Limits			
	EL EACH	\$500,000	---	Y
	EL DISEASE	\$500,000	---	Y
	EL POLICY	\$500,000	---	Y
Professional Liability		\$1,000,000	---	---
Pollution Liability		---	---	---
Cyber Liability		---	---	---
Medical Malpractice		---	---	---
Garage Keepers Liability		---	---	---
Drone Liability		---	---	---

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two) years from the completion date.

Original, completed Certificates of Insurance must be presented to the Town of North Branford prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the polices be cancelled, limits reduced, or coverage altered, 30 days written notice must be given to the Town.

Notes

- (1) Additional Insured & Waiver of Subrogation boxes must be checked off on the COI.
- (2) If contractor/vendor will be working with children or serving youth under the age of 21, Abuse and Molestation coverage must be included.
- (3) Town of North Branford is the Certificate holder and the additional insured.

Town of North Branford
909 Foxon Road
North Branford, CT 06471



Town of North Branford

Town Forms Signature Page

Solicitation Title:	RETIREMENT PLAN INVESTMENT CONSULTANT
Solicitation Number:	RFP# 926016
Contractor/Vendor Name:	
Contractor Main Address	
Contact Email Address for questions to this response:	
Contractor Signatory Email: <i>This is the person that signs the contract:</i>	

Attached please find the Town of North Branford forms which are required for this solicitation. Below please Initial to the left of each form and sign in the space below acknowledging that you have read, understood, and comply with these documents. This Town Forms Signature Page must be notarized below. **This entire packet must be submitted with your response.**

Failure to complete & Submit this form with your proposal will cause rejection of your submission.

Initial	Town Form
	Certificate of Non-Arrearage
	Non-Collusion Affidavit
	Affirmative Action Statement
	Statement of Qualifications
	Release Authorization for Reference Check
	References

Signature of person completing this form:	
Title of person completing this form:	
Printed name of person Signing above:	
Date:	

THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)
Signature of Notary:		
Subscribed and sworn to, before me on this:	Day of	20
My Commission Expires:		



Town of North Branford

Certificate of Non-Arrearage

I am the owner, partner, agent, officer, member, or representative, of the bidder/proposer of the submitted solicitation and Neither the Bidder/Proposer, nor its subcontractors are in arrears to the State of Connecticut Second Injury Fund.



Town of North Branford

Non-Collusion Affidavit of Bidder/Proposer (Herein referred to as respondent)

The respondent, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

The solicitation has been arrived at by the respondent independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.

Such response is genuine and is not a collusive or sham response.

The contents of the response have not been communicated by the respondent or its employees or agents to any person not an employee or agent of the respondent or its surety on any bond furnished with the response and will not be communicated to any such person prior to the official opening of the solicitation.

No Council, committee member(s) or other officer or employee or person paid or unpaid in part from the Town Treasury is directly or indirectly interested in the response, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits thereof.

The above signed respondent further certifies that this statement is executed for the purpose of including the Town of North Branford to consider the response and make an award in accordance therewith.



Town of North Branford

AFFIRMATIVE ACTION STATEMENT

Any Entity seeking to do business with the Town of North Branford must, upon request, supply the Purchasing Department with any information concerning the Affirmative Action/Equal Employment practices of the respondent. Failure to supply such information, when requested, will result in the termination of any further transactions between the respondent and the Town of North Branford. All bidders submitting a sealed bid are required to complete the Affirmative Action Statement.

All Respondents with more than 10 employees are required to complete the Affirmative Action/Equal Opportunity Employment requirements statement on an annual basis except as noted below:

#		All vendors or bidders with less than 10 Employees are exempt from this requirement. Indicate number in the box to the left	
Date		All vendors or bidders that have completed this form within the last fiscal year (July xx-June xx) are exempt. Indicate Date in the box to the left.	

Equal Employment Opportunity

1	Does your company have a written policy statement regarding Equal Employment Opportunity? (If yes attach Copy)	Yes	No
2	In recruiting Employees are all sources of recruitment notified that all qualified applicants would receive equitable consideration?	Yes	No
	If yes, please provide a brief description of what methods were used:		
3	Do all recruitment advertisements state that you are an equal opportunity employer?	Yes	No
4	Please list by name and contact person any local community agent or other group providing minority and/or female placement services which you have contacted for recruitment (if none, state NONE)		
	Company:		
	Contact:		
	Telephone:		
	Company:		
	Contact:		
	Telephone:		

Affirmative Action

5	Does your company maintain a written Affirmative Action		
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	Plan for the employment of females and minorities? (If yes attach Copy)		Yes	No
6	Please indicate the name and address of the Company Official(s) responsible for carrying out the EEO/Affirmative Action Program for your company			
	Name			
	Address			
	Email			
7	If a written Affirmative Action plan for your company is not in place, please estimate the number of vacancies expected during the next 12 months and indicate the <u>numerical or percentage</u> goals you have set for the employment of minorities and females to make your labor force reflective of the labor market in which you operate:			
	Vacancies Qty	Minority #	Minority %	Female #
				Female %
<p>The Vendor/Bidder/Contractor is hereby notified that failure to complete the above form in a satisfactory manner will preclude such respondent from being actively considered to contract with the town, the respondent is further advised that the affirmative action statement included with solicitation document will become part of the contract and that any breach of such statements will constitute a breach of contract subject to such remedies as provided by law.</p> <p>By signing on the signature page, you are certifying that there are no misrepresentations, omissions or falsifications in the foregoing statements and answers and that all entries above are true, complete, and correct to the best of my knowledge and belief.</p>				



Town of North Branford

Purchasing Department
909 Foxon Road
North Branford, CT 06471
Tel: 203-484-6005 Fax: 203-484-6025

Statement of Qualifications

Solicitation Name:		RETIREMENT PLAN INVESTMENT CONSULTANT				
Solicitation #:		RFP# 926016				
Contractor/Vendor Name:						
Contractor Permanent Mailing Address:						
Contractor Remittance Address						
Contractor Email Address:						
Contractor Telephone:						
Federal Tax Identification #						
1	Year Company Organized:					
2	Legal form of Ownership If Corporation Indicate State of Incorporation:					
3	Federal Tax ID #					
4	How many years have you been engaged in services, under your present name?					
5	Experience in work similar in scope of services and in importance to this solicitation	Please utilize the attached reference sheet				
6	Have you ever failed to complete any work awarded to you?	NO		YES	If yes (indicate where & why (Attach a memo if needed)	
7	Have you ever defaulted on a contract	NO		YES		
8	Describe any pending litigation or other factors, which could affect your organization's ability to perform this agreement (if none mark N/A)					
9	Will you, upon request, fill out a financial statement and furnish any other information that may be required by the Town?	NO		YES		
10	Please attach resumes of the principal members of your organization					
11	Material Mark-up % - (See Invitation to Bid (ITB) for Applicability) Projects requiring a percent market up for material, the cost cannot exceed ten percent (10%). a. If you leave it blank, and it is applicable, we will consider your percentage mark-up zero b. If you indicate a percentage higher than 10 %, we will use 10%. c. If you indicate a percentage mark-up and the ITB indicates N/A we will consider it zero:					N/A % Markup



Town of North Branford

References And Release

(minimum of 5)

Release Authorization for Reference Check

By signing below, the Firm responding to this Request for Proposal authorizes past or present clients to provide information requested by the Town of North Branford regarding work that is within the scope of this Request for Proposal. The Firm authorizes the Town of North Branford to photocopy this signed release to be used in lieu of the original.

Firm Name

Signature of Authorized Representative

Name, Title, Date

REFERENCES

Reference 1

Company Name

Contact Person

Company Address

Company Telephone

Contact Cell Phone

Contact Email Address

Project

Reference 2

Company Name

Contact Person

Company Address

Company Telephone

Contact Cell Phone

Contact Email Address

Project

Reference 3

Company Name

Contact Person

Company Address

Company Telephone

Contact Cell Phone

Contact Email Address

Project

Reference 4	
Company Name	
Contact Person	
Company Address	
Company Telephone	
Contact Cell Phone	
Contact Email Address	
Project	
Reference 5	
Company Name	
Contact Person	
Company Address	
Company Telephone	
Contact Cell Phone	
Contact Email Address	
Project	