

**CONNECTICUT STATE TEACHERS'**

**RETIREMENT BOARD**

**ACTUARIAL SERVICES**

**REQUEST FOR PROPOSAL**

**06TRB0002**

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## **I. INTRODUCTION AND BACKGROUND**

The Connecticut State Teachers' Retirement Board (TRB) is seeking to secure competitive bids for regular pension actuarial services. The TRB's objective is to engage the services of an actuarial firm with public plan experience for annual actuarial valuations of the State Teachers' Retirement Fund and for the performance of other regular duties as directed by the Board. The Contract term will be from April 1, 2006 to March 31, 2009. The successful bidder will be asked to begin no later than April 1, 2006.

The Connecticut State Teachers' Retirement Board has approximately 50,837 active teachers, 25,389 retired teachers and beneficiaries, and 1,631 persons receiving monthly survivor benefits. The retirement plan is a defined benefit plan funded by required teacher contributions and annual appropriations by the State of Connecticut.

### **A. Goals and Objectives**

The TRB objectives are to:

- Secure at a reasonable cost to the State of Connecticut the services of an actuary capable of producing the work product required.
- Develop channels of communication with the actuary at a non-technical level which will enable the Teachers' Retirement Board to fulfill its statutory responsibilities relative to the management of the Plan
- Maintain working relationships with the Office of the State Treasurer, the Office of Policy and Management, and with members of the General Assembly.

**B. Criteria for Vendor Selection**

Selection will be based on the vendor's ability to offer the requested services at a competitive price. Responses to the RFP and vendor selection will be evaluated according to the following criteria:

- Competitive costs
- Ability to communicate effectively
- Proximity of servicing office
- Credentials of professionals assigned to the client
- Adherence to Contract Compliance and Affirmative Action principles as set out in state law

**C. Timetable for Selection Process**

The expected timetable for the vendor selection process is as follows:

<u>Activity</u>	<u>Due Date</u>
Bid Notice Published	9/21/05
Notice of Intention to Bid	10/05/05
<i>Should be sent via U.S. Mail or carrier requiring signature for delivery</i>	
Proposals Returned to TRB	11/02/05
Finalist Presentations	11/30/05
Selection of Vendor	1/5/06
Contract Effective Date	4/1/06

**D. Proposal Parameters**

- All exceptions to terms, vendor conditions, or other requirements should be clearly stated in a separate section at the front of the proposal, even if identified elsewhere in the proposal.
- All questions should be answered clearly and completely, in the format outlined.
- The proposal should be effective April 1, 2006. Please indicate when your proposal expires.
- Please refer to Appendix A for instructions to bidders and other pertinent information.
- Proposals are due at the TRB by Wednesday, November 2, 2005 at 2:00 p.m.
- All packages containing proposals must be clearly marked on the outside with the firm's name and address.
- Please send 6 copies to:

**Connecticut State Teachers' Retirement Board  
21 Grand Street - 2nd Floor  
Hartford, Connecticut 06106**

**Attention: Ms. Darlene Perez, Administrator**

**Proposals received after that time will not be considered.**

**Questions regarding this proposal should be addressed to Darlene Perez at (860) 241-8402.**

**E. Confidential Information**

Proposers are advised not to include in their proposals any proprietary information. The Connecticut Freedom of Information Act generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption. An example of an exemption is a "trade secret," as defined by statute (C.G.S. § 1-19(b)(5)). If the information is not readily available to the public from other sources and the Proposer submitting the information requests confidentiality, then the information generally is considered to be "given in confidence." Confidential information must be isolated from other material in the proposal and labeled CONFIDENTIAL.

**F. Affidavit Concerning Gifts and Campaign Contributions**

Pursuant to Public Act 04-245, all Proposers must provide a signed affidavit attesting to whether or not gifts were provided to certain public officials or State employees during the two-year period preceding the submission of a proposal. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who files an affidavit pursuant to Public Act 04-245 shall disclose in those affidavits all contributions made to campaigns of candidates for state-wide public office or the General Assembly. Further, any Contractor who is awarded a large State contract shall update the affidavit on an annual basis. Go to [http://www.opm.state.ct.us/policies.htm#Office\\_Secretary](http://www.opm.state.ct.us/policies.htm#Office_Secretary) for the most current information about the affidavits.

\*\*\*\*Affidavits and CHRO forms can be found in Appendix B

## II. SCOPE OF THE WORK

### A. Regular Services

Regular services consist of:

- . Attendance by the consultant of meetings of the Retirement Board to present the annual actuarial report and upon request (Board meetings usually are no longer than three hours)
- . Meetings with the Administrator in her office upon request (not to exceed two per year)
- . Routine consultation with the Administrator by telephone
- . Preparation and presentation of annual actuarial valuation report every two years based on data provided for the even fiscal years.
- . Advise the Board with regard to interest rate to be credited to member accounts based on earnings of the Fund
- . Advise the Board with regard to annuity purchase rates based on anticipated earnings of the Fund
- . Advise the Board with regard to amounts to be transferred to the Excess Earnings Account from which cost of living adjustment will be paid to certain retirees, and the amounts to be transferred out of that account to fund those increases

- . Advise the Board with regard to the costs involved in proposed legislative changes to the Plan
  
- . Advise the Board with regard to GASB reporting

**B. Special Services**

Special services may include:

- . Advising legislative task force on actuarial issues
- . Preparation of communications pieces
- . Experience studies next due 2010 (CGS 10-183nn)
- . Consulting on matters within the purview of the Board's responsibilities
- . Other related assignments

**C. Providing Data**

TRB will provide the actuary with electronic files that contain demographic and financial data for those members in pay status as of June 30<sup>th</sup> of each year as well as financial and demographic information for those members who are actively contributing to the plan as well as inactive plan participants who have funds on deposit with TRB as of June 30<sup>th</sup>

Data for those members receiving benefits will be available on or about June 30<sup>th</sup> of each year. Data for active and inactive members will be provided

Bills to the actuary on or before October 15<sup>th</sup> of each year.

TRB will provide the actuary with electronic files each January and June of the COLA increases granted to post-August 1, 1992 retirees in order to determine the amounts to be transferred from the Excess Earnings Account.

### **III. RESPONSE REQUIREMENTS**

The bidder's response package, as a minimum, must include the following:

- A. The firm's name, home office address, address of the office providing the services under the contract, and telephone numbers of each location**
- B. General description of the firm, including size, number of employees, primary business (consulting, pension planning, insurance, etc.), other business or services, type of organization (franchise, corporation, partnership, etc.) and other descriptive material**
- C. Identification of the personnel available for assignment on the engagement**
- D. Summary information regarding the professional and experience qualifications of supervising and support personnel who shall perform work under the contract**
- E. Identification of other personnel who shall be performing work under the contract**
- F. Description of the computer equipment and a statement as to the ownership and location of this equipment which will be utilized in the performance of the contract**
- G. Statement of the availability and location of staff (including actuaries) and other necessary resources for performing all services and providing deliverables within the time frames required**
- H. Identification of subcontractors, if any, to be used, the work they will be providing, and their qualifications**

- I. Statement of the firm's ability to perform pricing analysis of proposed legislation, complete with actuarial certificate showing assumptions, pricing base, actuarial implications on the total program, cost, and alternative funding techniques**
  
- J. List of public employee retirement systems for which the firm currently provides actuarial consulting services (included in the services performed must be the review of the System's interest rate assumption on investments and a resulting recommendation), including the system name, approximate number of participants and number of years the firm has been retained. For three major public employee retirement systems included on the list (each involving 3,000 or more participants), provide the address, telephone number, name and title of person(s) responsible for the administration of the system.**
  
- K. Description of the bidder's understanding of the work to be performed and the time frames associated with the annual evaluation.**
  
- L. Submit the total fixed fee that you will charge for each task listed in Section II.A. above in a stand-alone assignment, or if appropriate an hourly rate for each person who might be involved in that task together with your estimate of the time that might be required.**
  
- M. Identification and brief description of any current relationships with any other organization that could be a conflict with services performed for this System. (See Appendix B for required affidavit regarding Gifts and Campaign Contributions.)**

- N. Complete description on the attached form (Appendix B) of the bidder's employment of minorities and women, a description of the bidder's utilization of minority and women-owned contractors and suppliers, together with a description of the firm's equal opportunity and affirmative action efforts.**

**In addition to the above requirements, the bidder is encouraged to include other experience, factors, or strengths, which would assist the State Teachers' Retirement Board in assessing the firm's ability to meet the System's needs.**

## APPENDIX A

### BIDDERS' INSTRUCTIONS

#### A. Presentations

Some bidders may be asked to give presentations and/or further explanations relative to their response to this RFP. In addition, the vendor awarded the contract may be required to make a presentation to the extent necessary to satisfy the Teachers' Retirement Board's requirements or needs.

#### B. Other Instructions

##### 1. RESPONSE FORMAT

Questions should be answered according to the format of this RFP. Unanswered questions will be interpreted as negative answers.

##### 2. CONFORMANCE TO INSTRUCTIONS

All responses to this RFP must conform to these instructions. Failure to follow the requested format may be considered appropriate cause for rejection of the response.

##### 3. SEALED BIDS

Bids must be submitted in a sealed envelope or carton, clearly marked with the appropriate project number, date, time of bid opening, and name and address of the bidder. Telegraphic and telephonic bids will not be accepted under any circumstance.

**4. NUMBER AND SUBMISSION OF BIDS**

Bids may be mailed or delivered in person according to the instructions in Item D., Section I of this RFP. Late bids will not be accepted and will be returned unopened to the bidder. Extensions will not be granted.

**5. BID CLOSING DATE**

Bids must be received and stamped not later than, Wednesday, November 2, 2005, at 2:00 p.m. All bids will be opened at the stipulated time and place, and any bidder who wishes to attend is invited to do so.

**6. BIDDERS' PRICE**

Bidders are required to submit a separate price for the work described in Section II. above. An hourly rate and an estimate of the time required may be substituted at the bidder's option, subject to the Board's concurrence that a fixed price is not feasible.

**7. TAXES**

The Teachers' Retirement Board is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the state. Such taxes must not be included in prices.

**8. AUTHORIZED SIGNATURES**

The proposal must be signed by an authorized official. The proposal must also provide the name, title, address and telephone number of individuals with authority to bind the company, and for those who may be contacted for the purpose of clarifying the information provided. A duly executed corporate resolution must be submitted as evidence of authorization to bind the company.

**C. Terms and Conditions**

**1. RIGHTS RESERVED TO THE TEACHERS' RETIREMENT BOARD**

The Teachers' Retirement Board 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 judgment, the best interests of the Board will be served.

**2. CONFORMANCE WITH STATUTES**

Administration of the Connecticut State Teachers' Retirement Board is governed by Connecticut General Statutes, Chapter 167a. 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 Teachers' Retirement Board, and subject to the provisions of Section 1-19 of the Connecticut General Statutes (The Freedom of Information Act).

**4. OWNERSHIP OF SUBSEQUENT PRODUCTS**

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the Teachers' Retirement Board unless stated otherwise in the RFP or contract.

**5. TERM AND RENEWAL**

The Teachers' Retirement Board seeks an initial contract period of three years, from April 1, 2006 through March 31, 2009. After the initial period expires, the Board retains the option to renew the contract on a year-to-year basis.

**6. STABILITY OF PROPOSED PRICES**

Any price offerings from vendors must be valid for a period of 120 days from the due date of vendor Proposals.

**7. ORAL AGREEMENTS**

Any alleged oral agreement or arrangement made by a vendor with any agency or employee will be superseded by the written agreement.

**8. AMENDING OR CANCELING REQUESTS**

The Teachers' Retirement Board reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interests of the Board.

**9. REJECTION FOR DEFAULT OR MISREPRESENTATION**

The Teachers' Retirement Board reserves the right to reject the Proposal of any vendor which is in default of any prior contract or for misrepresentation.

**10. TRB CLERICAL ERRORS IN AWARDS**

The Teachers' Retirement Board reserves the right to correct inaccurate awards resulting from its clerical errors.

**11. 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.

**12. VENDOR PRESENTATION OF SUPPORTING EVIDENCE**

A vendor, 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.

**13. 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 Board may be required at the bidder's expense.

**14. COLLUSION**

By responding, the vendor implicitly states that the Proposal is not made in connection with any competing vendor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the vendor 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 Board participated directly or indirectly in the vendor's proposal preparation.

**15. JOINT VENTURES**

Several organizations may cooperate to submit a single proposal under which different organizations would fulfill different requirements, with one entity maintaining overall administrative responsibility.

**16. SUBLETTING OR ASSIGNING OR CONTRACT**

The contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the contractor therein may not be sublet, sold, transferred, assigned or otherwise disposed of to any person, firm, or corporation without the written consent of the Board.

No person, firm or corporation other than the vendor to whom the project is awarded shall be permitted to commence work on the project unless such consent has been granted.

**17. DOCUMENTS OF THE CONTRACT**

Once a contract is awarded to the successful bidder, it is agreed, acknowledged, and accepted by the parties, that the original RFP and its amendments; and the bidder's Proposal, along with any supporting documents, exhibits, etc.; shall become part of the contract award by reference since such documents clarify the intent and range of the Board's request, and establishes the qualifications, obligations, and responsibility of the contractor, i.e., the "successful bidder."

**18. CONTRACT COMPLIANCE REPORTING**

No proposal will be considered valid unless the CHRO, Contract Compliance Reporting Requirement Section of this RFP (see Appendix B), has been completed by the bidder and included with the bidder's proposal package.

**19. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE**

Bidders are advised that in addition to evaluating their qualification, experience, and capabilities; competitiveness of cost; and conformance to the RFP specification; weight will also be given to bidders who may qualify toward assisting the Board in meeting its Small Business Set-Aside goals, and to bidders who demonstrate a commitment to affirmative action by full compliance with CHRO regulations.

**20. DISCRIMINATION AND LABOR RECRUITMENT**

This project shall be subject to the Executive Orders No. Three and Seventeen, promulgated June 16, 1971 and February 15, 1973, and to the Guidelines and Rules of the State Labor Commissioner implementing Executive Order No. Three and further agree to submit reports of compliance staffing on Labor Department Form E.O. 3-1, when and as required.

**21. TERMINATION OR CONTRACTS AND CONTRACTOR LIABILITY**

Contract awards generated as a result of this RFP may be terminated:

- A. By mutual agreement of the contracting parties to terminate, specifying the effective date and the terms of termination.
  
- B. By the Teachers' Retirement Board for cause, should the contractor fail to fulfill in a timely and proper manner the obligations under this contract, or if the contractor shall violate any of the covenants, agreements, or stipulations of this contract. The Board shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, and if progress payments have been made to the contractor, all finished or unfinished documents, data, studies, and reports prepared by the contractor under this contract shall become the property of the Teachers' Retirement Board.

Notwithstanding the above, the contractor shall not be relieved of liability to the Teachers' Retirement Board for damages sustained by the Board by virtue of any breach of the contract by the contractor, and the Board may withhold any payments to the contractor for the purpose of set-off until such time as the exact amount of damages due to the Board from the Contractor is determined.

**22. COST FOR PROPOSAL PREPARATION**

Any costs incurred by proposing contractors in preparing or submitting proposals are the proposing contractor's sole responsibility; the Board will not reimburse any proposing contractor for any costs incurred prior to the award.

**23. PAYMENTS AGAINST A CONTRACT AWARD**

Under no circumstances shall a selected contractor begin to provide contractual services to the Teachers' Retirement Board prior to the start date indicated in an official, complete, and fully signed contract award document.

In no case shall a contractor bill the Teachers' Retirement Board amounts in excess of the amount(s) indicated in the original contract award agreement. Any authorized or agreed additional charges can only be approved for payment against a properly executed and signed Contract Award Amendment.

Contractors will be paid in accordance with contract award amount(s) upon satisfactory completion of the contract, or in accordance with a specified progress payment schedule if applicable.

D. Statutory Information

NON-DISCRIMINATION CLAUSE

- (1) The contractor agrees and warrants that in the performance of the contracts such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
- (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding; a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
- (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested with such information requested by the concerning the employment practices and procedures of

the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(1)The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United State or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous placed available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulations or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access t pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the general statutes.

**All bidders agree to comply with the following executive order.**

**STATE OF CONNECTICUT  
BY HER EXCELLENCY  
M. JODI RELL  
GOVERNOR  
EXECUTIVE ORDER NO. 3**

**WHEREAS**, the state government contracting process and procedures must be open, honest fair and accessible at all times; and

**WHEREAS**, a growing demand for information in electronic form and for direct access to electronic records is changing the way the public accesses government information and documents; and

**WHEREAS**, making state bids and contracts easily available to the public and vendor community at all times in a single electronic location will increase the ease in which information is exchanged; and

**WHEREAS**, a single location for information regarding the purchase of goods and services will provide for more accurate and less cumbersome auditing practices and procedures; and

**WHEREAS**, a single portal for procurement information will increase transparency of the procurement process; and

**WHEREAS**, a single location for information regarding the purchase of goods and services will increase interest in vendors in submitting competitive bids; and

**WHEREAS**, an increased interest by vendors and an increased transparency of the procurement process will result in greater and more active participation in the state contracting process by small businesses and women and minority owned enterprises; and

**WHEREAS**, a single location for such information will facilitate the communication of changes and amendments to state contracts; and

**WHEREAS**, a single portal for procurement information will reduce postage and paper expenses, internal staffing time and advertising costs to the extent permitted by state law and as reasonably practicable and will increase the efficiency of the procurement process.

**NOW, THEREFORE**, I, M. Jodi Rell, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby **ORDER** and **DIRECT** that:

- (1) The Department of Administrative Services shall establish and maintain a single electronic portal available on the World Wide Web and located on the Department of Administrative Services' website (the "State Contracting Portal") for purposes of posting all contracting opportunities with state agencies in the executive branch and all higher education agencies and institutions.
- (2) The State Contracting Portal shall, among other things, include: (i) all bids, requests for proposals, related materials and all resulting contracts and agreements by state agencies; (ii) a searchable database for locating information; (iii) A State Procurement & Contract Manual or other similar information designated by the Department of Administrative Services as describing approved contracting processes and procedures; and (iv) prominent features to encourage the active recruitment and participation of small businesses and women and minority owned enterprises in the State contracting process.
- (3) All state agencies in the executive branch and all higher education agencies and institutions shall post all bids, requests for proposals and all resulting contracts and agreements on the State Contracting Portal and shall, with the assistance of the Department of Administrative Services and the Department of Information Technology as needed, develop the infrastructure and capability to electronically communicate with the State Contracting Portal.
- (4) All state agencies in the executive branch and all higher education agencies and institutions shall develop written policies and procedures to ensure that information posted to the State Contracting Portal is done in a timely, complete and accurate manner consistent with the highest legal and ethical standards of state government.
- (5) The Department of Administrative Services shall periodically report to the Office of the Governor on the progress of all state agencies in the executive branch and all higher education agencies and institutions in developing the capacity, infrastructure, policies and procedures to electronically communicate with the State Contracting Portal as well as the Department of Administrative Services' progress toward establishment and maintenance of the State Contracting Portal.
- (6) This order shall be effective upon signing.

Dated at Hartford, Connecticut, this 15th day of December, 2004.

M. JODI RELL  
Governor

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

**APPENDIX B**

**CONTRACT COMPLIANCE AND**

**AFFIRMATIVE ACTION**

**AFFIDAVITS**

**STATE OF CONNECTICUT  
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**

**NOTICE CONCERNING CONTRACT COMPLIANCE RESPONSIBILITIES**

**TO ALL LABOR UNIONS, WORKER-S REPRESENTATIVES AND VENDORS:**

Any contract this contractor has with the State of Connecticut or political subdivisions of the state other than municipalities shall be performed in accordance with CONN. GEN. STAT. Section 4a-60 and Section 4a-60a.

This means that this contractor:

1. Agrees to provide the Commission on Human Rights and Opportunities (CHRO) with any information concerning this contractor's employment practices and procedures which relates to our responsibilities under CONN. GEN. STAT. Sections 4a-60 or 46a-56 or Section 4a-60a; and
2. Agrees to include the provisions of CONN. GEN. STAT. Section 46a-60(a) and Section 4a-60a in each and every subcontract and purchase order and to take whatever action the CHRO deems necessary to enforce these provisions.

**WITH REGARD TO RACE, COLOR, RELIGIOUS CREED, AGE, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, SEX, MENTAL RETARDATION OR PHYSICAL DISABILITY, this means that this contractor:**

1. Shall not discriminate or permit discrimination against anyone;
2. Shall take affirmative action so that persons applying for employment are hired on the basis of job-related qualifications and that employees once hired are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, unless the contractor can show that the disability prevents performance of the work involved;
3. Shall state in all advertisements for employees that it is an "affirmative action-equal opportunity employer";
4. Shall comply with CONN. GEN. STAT. Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Sections 46a-56, 46a-68e and 46a-68f; and
5. Shall make, if the contract is a public works contract, good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials

**WITH REGARD TO SEXUAL ORIENTATION, WHICH INCLUDES HOMOSEXUALITY, BISEXUALITY AND HETEROSEXUALITY:**

1. The contractor will not discriminate or permit discrimination against anyone, and employees will be treated without regard to their sexual orientation once employed; and
2. The contractor agrees to fully comply with Section 4a-60a and each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Section 46a-56

Persons having questions about this notice or their rights under the law are urged to contact the:

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
DIVISION OF AFFIRMATIVE ACTION, MONITORING & CONTRACT COMPLIANCE**

21 Grand Street  
Hartford, Connecticut 06106  
(860) 541-3400

COPIES OF THIS NOTICE SHALL BE POSTED IN CONSPICUOUS PLACES  
AVAILABLE TO ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT

**STATE OF CONNECTICUT  
COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES  
WORKFORCE ANALYSIS AFFIRMATIVE ACTION REPORT**

**EMPLOYMENT INFORMATION FORM**

<b>BIDDER/CONTRACTOR</b>	<b>CONTACT PERSON</b>	<b>DATE</b>
<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>CONTRACT AWARD NUMBER</b>

Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the numbers on all lines and in all columns.

JOB CATEGORIES	OVERALL TOTALS (Sum of all Columns, A thru E Male and Female)		A WHITE (NOT OF HISPANIC ORIGIN)		B BLACK (NOT OF HISPANIC ORIGIN)		C HISPANIC		D ASIAN OR PACIFIC ISLANDER		E AMER. INDIAN OR ALASKAN NATIVE	
	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
Officials and Managers												
Professionals												
Technicians												
Sale Workers												
Office and Clerical												
Craft Workers (Skilled)												
Operatives (Semi-skilled)												
Laborers (Unskilled)												
Service Workers												
<b>TOTALS ABOVE</b>												
Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> YES <input type="checkbox"/> NO												
if Ct. based, do you post all employment openings with the State of Connecticut <input type="checkbox"/> YES <input type="checkbox"/> NO												
Employment Service? <input type="checkbox"/> YES <input type="checkbox"/> NO												
Do you implement a written Affirmative Action Plan? <input type="checkbox"/> YES <input type="checkbox"/> NO												
DESCRIBE YOUR RECRUITMENT, HIRING, TRAINING AND PROMOTION ANTIDISCRIMINATION PRACTICES												

## Bid / Proposal Affidavit

### **Gift/Campaign Contribution Affidavit to Accompany Bid or Proposal for Large State Contracts, Pursuant to Sections 2, 3 and 4 of Public Act 04-245 and Governor M. Jodi Rell's Executive Order No. 1, para 8.**

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that during the two-year period preceding the submission of this bid or proposal that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a gift, as defined in Conn. Gen. Stat. §1-79(e), including a life event gift as defined in Conn. Gen. Stat. §1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids or proposals who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid or proposal, except the gifts listed below:

<u>Name of Benefactor</u>	<u>Name of recipient</u>	<u>Gift Description</u>	<u>Value</u>	<u>Date of Gift</u>
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List information here

Further, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal know of any action to circumvent this gift/campaign contribution affidavit.

Further, during the two-year period preceding the submission of this bid or proposal, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

<u>Contributor</u>	<u>Recipient</u>	<u>Amount/Value</u>	<u>Date of Contribution</u>	<u>Contribution Description</u>
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List information here

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

# Contract Affidavit

## Gift/Campaign Contribution Affidavit to Accompany Large State Contracts, Pursuant to Section 2, 3 and 4 of Public Act 04-245 and Governor M. Jodi Rell's Executive Order No. 1, para 8.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that between the date the affidavit was signed accompanying the bid or proposal for this contract and the date this contract was executed neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of the bid or proposal or in the negotiation or award of the subject contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids or proposals who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal or in the negotiation or award of the subject contract or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid or proposal, except the gifts listed below:

<u>Name of Benefactor</u>	<u>Name of Recipient</u>	<u>Gift Description</u>	<u>Value</u>	<u>Date of Gift</u>
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List information here

Further, neither I nor any principal or key personnel of the submitting firm or corporation who participated directly, extensively or substantially in the preparation of the bid or proposal or in the negotiation or award of the subject contract know of any action to circumvent this gift/campaign contribution affidavit.

Further, between the date the affidavit was signed accompanying the bid or proposal for this contract and the date this contract was executed, neither I nor any principal or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of the bid or proposal or in the negotiation or award of the subject contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. § 9-333b except the contributions listed below:

<u>Contributor</u>	<u>Recipient</u>	<u>Amount/Value</u>	<u>Date of Contribution</u>	<u>Contribution Description</u>
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List information here

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

**Affidavit for Certification of Subcontractors  
as Minority Business Enterprises (MBE)**  
*(to be completed only for subcontractors not certified as MBE's  
by the Department of Administrative Services)*

To document the "good faith efforts" of the below named state contractor to include minority business enterprises as subcontractors (for services and/or material suppliers) on the state contract also identified below, I certify that the following subcontractors meet the criteria for minority business enterprises set forth in CONN. GEN. STAT. § 4a-60(b). I attest that each named minority business enterprise will be contracted by the named state contractor to participate on the identified state contract as a subcontractor.

The subcontractors being identified to be bona fide minority business enterprises are:

Subcontractor Name	Complete Address	Subcontractor's Principal Officer's Name

(use additional sheets as necessary)

I further certify and affirm that I have read and understand the contract compliance requirements codified at CONN. GEN. STAT. Sections 4a-60 & 46a-71(d), and the Contract Compliance Regulations codified at Sections 46a-68j-21 through 43 of the Administrative Regulations of Connecticut State Agencies. I also understand that any false statements made herein are punishable by law.

\_\_\_\_\_ state contractor legal name

\_\_\_\_\_ type full printed name and title of official submitting this affidavit on behalf of contractor

\_\_\_\_\_ state contract number

\_\_\_\_\_ signature of official

\_\_\_\_\_ state contract awarding agency

\_\_\_\_\_ date of affidavit

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_ Notary Public/Commissioner of the Superior Court  
My Commission expires \_\_\_\_\_