



**REQUEST FOR PROPOSAL**

**PROFESSIONAL SERVICES RELATED TO POLICE AND FIRE PENSIONS**

**RFP 3819**

**CITY OF NEW BRITAIN, CONNECTICUT**

**REQUEST FOR PROPOSALS**

**FOR**

**PROFESSIONAL SERVICES RELATED TO POLICE AND FIRE PENSIONS**

**RFP # 3819**

## **NOTICE TO BIDDERS:**

1. The City of New Britain is requesting proposals from qualified pension fund investment and pension payment firms ("the Firm") that are capable of administering the City's Police and Fire Pension Funds as set forth below, and must be submitted no later than March 27, 2015 at 11:00 AM. Late responses will **not** be considered. Each response shall be treated as confidential until this deadline; after which each response shall become public.
2. To be considered, **one (1) original and two (2) complete copies of the proposals must be submitted,** to the City of New Britain, Purchasing Department, Room 401, City Hall, 27 West Main Street, New Britain, CT. 06051 by 11:00AM on March 27, 2015 at which time no further proposals will be considered. **The envelope that the proposal is submitted in must be sealed and be clearly marked on the outside "Professional Services Related to the Police and Fire Pensions due March 27, 2015 at 11:00AM, RFP # 3819."**
3. There is no expressed or implied obligations for the City of New Britain to award this RFP and reserves the right to reject any or all proposals submitted. The City of New Britain is not obligated to select the Firm that submits the lowest cost charged for the administration of the Police and Fire Pensions indicated in this RFP. The City reserves the right to award the RFP to various qualified pension fund administrators.
4. RFP Proposals submitted will be evaluated by the Acting Director of Finance and the Purchasing Agent.
5. During the evaluation process, the City of New Britain reserves the right, where it may serve the City's best interest, to request additional information or clarification from the Firm submitting the RFP. At the discretion of the City of New Britain, Firms submitting RFP may be requested to make oral presentations as part of the evaluation process. Such presentations may be before the Pension Board of the City of New Britain.
6. The Firm will be selected based on qualifications, ability, past experiences and references.
7. The City of New Britain is exempt from the payment of taxes imposed by the Federal Government and /or the State of Connecticut; such taxes shall not be included in the bid .
8. Exceptions to RFP must be clearly stated on a separate piece of paper.
9. Questions regarding the Purchasing process may be directed to Jack Pieper, Purchasing Agent, (860) 826-3402.
10. Questions regarding Technical Issues contained in this RFP should be directed to Christopher Wolf, Acting Finance Director, (860) 826-3440.
11. **HOLD HARMLESS AGREEMENT:** The Firm, its agents and assigns shall indemnify and hold harmless the City of New Britain, including but not limited to, its elected officials, its officers, and agents, ("the City") from any and all claims made against the City, including but not limited to, damages, awards, costs and reasonable attorney's fees, to the extent any such claim directly and proximately results from the wrongful willful or negligent performance of services by the Firm during the Firm's performance of this Agreement or any other Agreements of the Firm entered into by reason thereof. The City agrees to give the Firm prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

12. The City may consider as irregular any RFP on which there is an alteration of or departure from the RFP Form hereto attached and at its option may reject the same. The City reserves the right to reject any RFP submitted that is not in full compliance with these Instructions to Bidders as being not responsive. The City also reserves the right to reject the RFP of any Bidder it considers not responsible.

13. The City may make such investigations as it deems necessary to determine the ability of the Bidder to provide services, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any and all bids if evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the services.

14. The City shall not be held responsible for any misspellings, typographical errors, omission or conflicting information within the bid documents. If the Bidder finds any misspellings within the RFP documents, the Bidder should contact the Purchasing Agent requesting clarification.

15. The City reserves the right to accept or reject any or all RFPs and to withdraw this invitation to RFP any time before or after the RFPs are opened.

16. If City Hall is closed on the day of the bid opening due to inclement weather or any other conditions, the RFP opening date shall be postponed until the same hour on the next day that City Hall is officially open for business.

17. Please note that it is the Bidder's responsibility to check on-line a minimum of twenty-four (24) hours in advance of the RFP opening to determine if an addenda have been issued.

18. Submission of a RFP in response to this solicitation indicates that the Bidder understands and agrees to the terms of this section. The Firm awarded the RFP shall comply with City of New Britain Code of Ordinances, Section 2-625 to Section 2-628, provisions, and shall be applicable to this bid.

The City desires a qualified consultant to provide direct investment advisory services and associated fiduciary and master custodial services to ensure successful investment portfolio management of the Police and Fire Defined Benefit Plans. Qualified consultants have the option of proposing a wrap fee structure in partnership with an institution that will provide fiduciary and master custodial services or provide a fixed annual investment advisory fee with full disclosure of the arrangement & fees with the institution that would be used to provide fiduciary and master custodial services. All proposed fee structures would be separate and in addition to the fee arrangements negotiated between the City and the money managers used for the investment of plan assets.

## **1. GENERAL INFORMATION**

The Defined Benefit Plans had a total market value of \$153.5 million as of December 31, 2014. The portfolio is currently allocated amongst seventeen (17) money managers in accordance with an asset allocation model approved by the Pension Board. Investment advisory services are currently provided by Fiduciary Investment Advisors with fiduciary and master custodial services provided by Wells Fargo. Investment performance for the year ended December 31, 2014 was 4.4%.

The City's FY2014 annual required contribution of approximately \$1.6 million (Police) and \$1.1 million (Fire) was contributed and deposit to the trusts during 2013-2014. Annual retiree pension benefit payments of approximately \$13.1 million were paid during 2013-2014, on a monthly basis. Although the Plans are closed, employee contribution amounted to \$544 thousand for the year ended June 30, 2014.

As of July 1, 2012, the date of the last full pension valuation, the actuarial value of plans assets were \$144 million compared with an actuarial accrued benefit liability of \$166 million. The long-term investment return assumption is 7.5%.

In 1998, the City issued \$66 million of Pension Obligation Bonds and \$40 million of variable taxable bonds in 2008. Bond proceeds, net of issuance costs, were deposited into the City's Pension Trust with a 89% (Fire) and 82% (Police) funding at June 30, 2012.

The investment advisor's principal contact with the City is Christopher J. Wolf-Acting Director of Finance and member of the Pension Board.

## **2. RESPONSIBILITIES OF THE PENSION BOARD**

The specific responsibilities of the Pension Board in the investment process include:

1. Understanding the Trust's projected financial needs and communicating such determination to the Investment Manager(s) on a timely basis.
2. Expressing the Pension Board's risk tolerance level for the pension trust.
3. Investments for the Trust shall be made solely in the interest of the participants and beneficiaries and for the exclusive purposes of providing benefits and defraying the reasonable expenses of administering the Trust.
4. The assets shall be invested with the care, skill, prudence and diligence under the circumstances prevailing from time to time that a prudent man acting in a like capacity and familiar with such matters would use in the investment of a Trust like character and with like aims.
5. Developing and reviewing sound and consistent investment policy guidelines, which Investment Manager(s) will use in formulating corresponding investment decisions.
6. Establishing reasonable investment objectives.
7. Investment Manager Requirements.
8. Evaluate the need for new Pension Board members to receive education workshops with the consulting professionals (i.e., Actuary, Investment Manager or Investment Consultant). The purpose of these workshops would be to educate and update new members of any new or existing issues affecting the pension plans.

Investment Managers selected by the Pension Board hereunder shall, as of the date of their selections and at all times thereafter, have:

- Been in business for five or more years.
- 300 Million or more under discretionary management.
- An investment philosophy and style that is consistent and can be identified.
- Depth to organization in research and portfolio management
- A proven performance record over the most recent five years and AMIR compliant.
- Reporting capabilities adequate to provide reports in reasonable detail on at least a quarterly basis as well as on a calendar year-end (6/30) basis or fiscal year-end.
- Monitoring the information supplied by Investment Managers and Investment Management Consulting Services, and evaluating performance results to determine whether the policy guidelines are being adhered to and that objectives are being met.

- Taking appropriate action to replace an Investment Manager for failure to perform. For each separate account or sub account, a Manager will be placed on a probationary notice for falling below the median quartile in their peer group for a 24-month period. The Manager must then perform at or above the median for the following twelve-month period or will be subject to automatic dismissal.
- The Pension Board recognizes that their role is advisory as to investment strategy and policy. Both determination and selection of specific investments and securities must be delegated to the Investment Manager. However, the Pension Board may from time to time, determine that certain specific investments and securities are unacceptable as Trust assets.
- The investment policy objective, goals and guidelines represent the Board's philosophy regarding the investment of the Trust. The Investment Policy Statement will need to be reviewed and possibly revised occasionally, to ensure that the IPS continues to reflect the Board's attitudes, expectations and objective.
- The Pension Board retains the right to assign or change the parties responsible for the following services, either in part or in whole, at any time: Actuarial, Investment Consulting and Monitoring, Investment Management, Custodian and Administration.

### **3. TERM OF ENGAGEMENT**

The City anticipates a five (5) year contract with the selected firm beginning on or about April 15, 2015 with up to two (2) additional two-year renewals possible under a City-held renewal option.

The City will contractually reserve the right to cancel the contract at any time.

### **4. PROPOSALS**

All Proposers must be willing to adhere to the following conditions and must positively state this in the proposal. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, all items and forms that are part of the City's standard contract package and the applicable contract language. The contract forms and standard contract language are available for review upon request through the City's Purchasing Agent.

All terms, conditions, requirements, and procedures included in this RFP must be met for a response to be acceptable. If a candidate fails to meet any material term, condition, or requirement of procedure, its response may be deemed unresponsive and be disqualified.

The City reserves the right to reject any and all bids, waive any irregularities, and select the RFP that is determined to be in the best interests of the City.

- i. Explanation of methodologies employed in overall investment performance evaluation and the approach used to evaluate the performance of each money manager.
- ii. Explanation of approach to action steps taken leading up to and if necessary a recommendation to terminate a money manager.
- iii. Explanation of methodologies employed to conduct new money manager searches:
  1. Indicate your source of information and universe of money manager candidates and how you short-list the population for selection.
  2. Analysis leading to the identification of appropriate investment styles consistent with the long-term investment objectives.
  3. Development and distribution of a Request for Proposal to outside investment managers with appropriate styles from the universe of managers the consultant has performed due diligence testing on.
  4. Clarification of the RFP to potential managers.
  5. Receipt & evaluation of proposals from potential managers.
  6. Process with Retirement Board in selecting and negotiating management fees with investment managers.
  7. Process for transferring assets to new managers.
- iv. Disclose your portfolio management philosophy as it relates to negotiating/establishing fee arrangements with money managers. Disclose your review/evaluation process to determine reasonableness of each investment manager fee. Disclose your process for periodic review and recommendation of service fee reductions or consolidation.
- v. Disclose your investment philosophy regarding specific portfolio allocations to alternative and high risk investments such as emerging markets, commodities, hedge funds/private equity firms, etc.
- vi. Disclose your investment philosophy regarding the use of exchange traded funds, mutual funds and index funds.
- vii. Disclose your investment philosophy/methodologies employed to develop/propose investment guidelines, goals and objectives.
- viii. Disclose your investment philosophy.
- ix. Disclose your current investment allocation model(s) to achieve a long-term investment objective of 7.5% annual return while providing for approximately \$13 million in annual withdrawals of assets for pension benefit payments.
  - x. Explanation of methodologies employed to develop asset allocation models and frequency of review and modification in consideration of market conditions, planned investment objectives and the significant annual drawdown of assets for benefit payments.
  - xi. Provide a comprehensive overview of the contractual arrangement between your firm and the institution that would be providing fiduciary and master custodial services.
  - xii. A statement of those items in the Scope of Services your firm is unable or unwilling to provide.
  - xiii. Provide any additional information/disclosures to enable the City to adequately compare investment advisory proposals.

**Industry/Regulator Qualifications**

- i. Provide an affirmative statement indicating that the firm/investment consultants are registered as such with S.E.C and other regulatory institutions as required.
- ii. Provide an affirmative statement that the firm/investment consultant is licensed to do business in the State of Connecticut.

## **Litigation, Default, Failure to Complete Work, Conflicts of Interest**

Provide respond to the following questions:

- i. Has your firm been subject to any litigation alleging fraud, breach of fiduciary responsibility, or other willful misconduct?
- ii. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.
- iii. Have you ever failed to complete a contract for investment advisory services? If so, where and why?
- iv. Have you ever defaulted on a contract? If so, where and why?
- v. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- vi. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- vii. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- viii. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- ix. Is your firm affiliated with any money managers or mutual funds? If so, please describe affiliation.
- x. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

## **Portfolio Monitoring & Reporting**

- i. Provide examples of reports, market evaluations, or other materials provided to your municipal or institutional clients.
- ii. Provide materials demonstrating innovation and leadership in the area of pension investment performance consulting and reporting.
- iii. Provide a complete sample report, which illustrates the types of information and format of quarterly reports, which will be provided to the Board.
- iv. Explain the size, composition and source of the database used for relative comparison purposes.
- v. Describe the on-line reporting and analysis capabilities available to the City and applicable security controls.
- vi. Provide any additional information/disclosures to enable the City to adequately compare investment management analysis & reporting that would be provided to the City and Pension Board.

## **Scope of Services Specifications**

- i. Provide an affirmative statement indicating that your firm and the institution that would provide fiduciary and master custodial services has the capacity and qualifications to provide the following services:
  1. Ongoing Evaluation of Portfolio Managers and Fund Performance;
  2. Fiduciary and custodial accounting and transaction monitoring of investment manager trades;
  3. Fiduciary and custodial accounting and reporting of investment money manager assets;
  4. On-line inquiry, analysis and portfolio reporting function for authorized City users;
  5. Issuance of quarterly portfolio reports;
  6. Attend a minimum of four (4) oral briefings annually. These presentations shall be made to the Pension Board coinciding with the issuance of quarterly written reports. Seven (7) copies for each component shall be provided within forty (40) days of quarter end, provided all necessary information supplied to the Consultant is timely and accurate. The reports provided should contain information, which is typical or standard for such reports provided to the firm's other pension fund evaluation clients. At a minimum, the report should provide the following:
    - a. Summary statistical information of the market value of the assets, asset allocation, and analysis of the total fund as well as components of the total fund. Components of the total fund shall be defined as the equity component (stocks), the fixed income component (bonds), the cash components (cash and cash equivalents), and real estate and other categories as may be adopted by the Pension Board.
    - b. Total time-weighted return for each asset class for the composite portfolio.
    - c. Separate information for each manager and for the entire composite portfolio.
    - d. Comparison of actual returns with generally recognized indices, and with appropriate universe of other pension funds and investment managers.
    - e. Information presented in both table and graph form. Calculations, which allocate the total return between the general market forces and the management decisions of the investment managers.

- f. Complete analysis of the risk of all investment categories.
  - g. An indication of whether the money manager is meeting and adhering to the investment policies and guidelines and measurement of performance against investment guidelines and goals.
  - h. A qualitative commentary on the fund's performance relative to the overall market, and an analysis of significant deviance from expectations.
7. The selected firm will be expected to periodically review the comprehensive written investment policy for amendment by the Pension Board should circumstances warrant modification to the asset allocation plan for the Pension Funds.
  8. Telephone consultations as needed regarding matters within the consultant's area of expertise.
  9. Preparation of fiscal year end investment disclosure reports sufficient to comply with GASB requirements.
  10. Development of subsequent asset allocation policy/liability studies.
  11. Conduct Manager Searches.
  12. Ongoing evaluation and presentation of the various alternative investment instruments
  13. Coordination of investments to provide required cash flows necessary in Pension Plans as is required for the monthly pension benefit payments (Police and Fire).
  14. Ensure that all plan assets are controlled by the third party fiduciary/custodian. Plan assets will not be held by any money manager. All money manager trades will be subject to due diligence review controls of the fiduciary/custodian and regularly by the investment advisor.
  15. Fee Reporting: The City will require the submission of a monthly or quarterly report supporting the calculation basis of all investment fees (investment advisor, master custodian & money managers) charged to the portfolio (hard, soft-dollar and other fee arrangements) for reconciliation with approved fee structures. It is expected that the fee analysis will provide reconciliation of the fees posted on the investment manager statements as well as identification of all other fees incurred and processed as a reduction of investment income, if applicable.

### **Fee Structure**

- i. Provide a comprehensive detailed analysis of the complete proposed fee structure to provide investment advisory, fiduciary, custodial and related professional services in conformity with the requirements of this request for proposal.
- ii. Proposed fee structures should be of sufficient detail and clarity to understand the total fee cost structure (hard dollar, soft dollar, trade commissions, & other arrangements) for providing all services in conformity with the requirements of this request for proposal.
- iii. Whether proposing a base flat advisory fee with add-ons for trade commissions and other soft-dollar arrangements or proposing an all inclusive wrap fee as a percentage of assets under management, it is required that all potential transaction fees, commissions and other fee arrangements be disclosed. Disclose if any additional fee arrangements would exist between the investment advisor/custodian and the money managers and how such fee arrangements would be structured. Specifically identify the use or non-use of soft-dollar arrangements, trade commission fees or other reimbursement structures that would result in additional fees to the investment portfolio.

- iv. If using an all inclusive wrap fee as a percentage of classified assets under management, separately identify the fee percentages for each investment type/classification, if applicable, (i.e. fixed income, equities, etc.).
- v. Provide any additional information/disclosures to enable the City to adequately compare proposed fee structures.
- vi. The fee proposal shall provide the fee structure to be adhered to during the full contract term and any possible extensions.
- vii. The City reserves the right to negotiate scope, fees and payment schedules with the selected respondent.

### **Quality Assurance & Disciplinary Action**

The firm should provide an overview of its system of quality control for investment advisory services and the system of quality control of the institution to be utilized for fiduciary and custodial management of the portfolio.

Disclose if your firm and/or fiduciary/custodial institution has been subject to governmental or regulatory investigation of any kind during the past five years.

Disclose if your firm and/or fiduciary/custodial institution has had a material breach of internal control procedures of any kind during the past five years.

Disclose if your firm and/or fiduciary/custodial institution has had a material data security breach of any kind during the past five years.

The firm should provide an affirmative statement that the firm and its partners have not been subject to any disciplinary action during the past (5) years by any state or federal regulatory body or professional organization.

Provide copies or applicable web address to view your firms and the master custodians most recent ADV and SAS 70 Reports, if applicable.

### **Minimum Qualifications, Similar Engagements and References**

At a minimum, proposers must have at least ten (10) years of providing investment advisor services with specific investment advisory services having been provided to at least three (3) municipal defined benefit plan portfolios. The City prefers that the consultant has provided investment advisor services for defined benefit plans with invested assets of at least \$100 million.

Provide a listing of all defined benefit plan clients and the approximate invested assets as of June 30, 2011 (identify only those clients with \$100 million or more in plan assets). Provide each plan's investment performance annual rate of return for the fiscal year ending June 30, 2014 and the preceding four (4) fiscal years. Provide the amount of assets drawn down to fund benefit payments during the last fiscal year.

**Provide names and phone numbers of three (3) Municipal client references that the City may contact.**

### **Sale of the Firm**

An affirmative statement shall be included stating: "In the event of the sale of the firm to another entity or the merger of the firm with another entity during the performance of scope of services contained in this RFP, the personnel of the firm conducting these services for the City shall not change without the consent of the City."

### **Exceptions and Alternatives:**

Candidates wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP or which offer any alternative to a requirement herein. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposal.

## **5. CONTRACT REQUIREMENTS**

The City will require a City contract with the selected investment advisory firm and appropriate agreements with the institution providing fiduciary and master custodial services. The City will require the following for this contract:

1. Proper insurance. This will include general liability, auto liability, workers' comp, excess liability and professional liability – and will name the City as additional insured. The amounts of insurance will be set by the City's Purchasing Agent.
  2. An "Annual Statement of Financial Interests" completed by the firm. This statement includes, but is not limited to, a listing of all City public officials, employees, members of boards/commissions who have a financial interest in the firm.
  3. A disclosure and certification affidavit.
  4. The firm shall at all times indemnify and hold harmless the City and its officers, agents and employees. The existence of insurance shall in no way limit the scope of this indemnification.
1. Each bidder is considered to have examined the scope of work referred to in this RFP to fully acquaint themselves with the existing conditions relating to the work to be performed and as to the work involved and the difficulties and restrictions attending the performance of this bid. Failure to do so will not relieve a bidder of its obligation to furnish all services as described herein for the consideration set for in this RFP. The submission of a response to the RFP will be considered as conclusive evidence that the bidder has made such examination.
  2. All proposals in response to this RFP are to be the sole property of the City. Firms are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
  3. Any product developed under a contract awarded as a result of the RFP is to be the sole property of the City.
  4. Timing and sequence of events resulting from this RFP will ultimately be determined by the City.
  5. The firm agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
  6. The City may amend the terms or cancel this RFP any time prior to the execution of a contract for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's proposal not being considered. At its option,

the City may provide all firms with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

7. The firm must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during
8. The course of the project must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the firm's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
9. That all subcontractors hired by the firm must have prior approval of the City.
10. The firm will accept and follow direction from the City's Acting Director of Finance.
11. Any costs and expenses incurred by firms in preparing or submitting proposals are the sole responsibility of the firm.
12. A firm 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. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option. While changes are not permitted, clarification of proposals may be required by the City at the firm's sole cost and expense.
14. The firm to be awarded the contract may be required to give presentations to the extent necessary to satisfy the City's requirements or needs.
15. The firm represents and warrants that the proposal is not made in connection with any other firm and is in all respects fair and without collusion or fraud. The firm further represents and warrants that they did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the Firm's proposal preparation.
16. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
17. The selected firm must accept the City's standard contract language. This language is available upon request through the City's Purchasing Agent.
19. The contract document will represent the entire agreement between the firm and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract until the successful firm is notified that the contract has been accepted and approved by the City. The contract may be amended only by means of a written instrument signed by the firm and signed by the Mayor.

## **6. PROPOSAL EVALUATION**

Proposals will be evaluated based on the following:

- Accuracy and professionalism with which the firm responded to the specifications.
- The background, experience and financial strength of the firm in providing similar services elsewhere, including the level of experience in working with similar defined benefit plans and the quality of services performed.
- The specific background, education, qualifications, and relevant experience of the individuals designated to provide services, especially those of the day-to-day program manager, and documentation of relevant and pertinent training and accreditations of each.
- Commitment to the City's timetables and assessment of the firm's ability to develop and maintain a positive working relationship with City staff and Pension Board members and actively communicate with same.
- Competitiveness of proposed fees, although the City is not bound to select the firm who proposes the lowest fees for services. The City reserves the right to make such awards, including accepting a proposal although not the lowest proposed fee, as it deems in its sole discretion to be in the best interest of the City. The City reserves the right to negotiate fees and modifications to the scope of the project with the selected firm.

## **7. SELECTION PROCESS**

The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

Proposals will be evaluated based upon the criteria and/or factors of evaluation listed in the RFP.

The City will have the proposals evaluated by a committee of two (2) or more individuals to make a selection. The City reserves the right to short list the proposals received and arrange for interviews/oral presentations as part of the selection process.

The City shall select the proposal that is responsible and responsive and determined to be the best suited, most advantageous, and provides the greatest overall benefit to the City and the Pension Board on the basis of the criteria and/or factors of evaluation listed. The City expressly reserves the right to negotiate with the selected candidate prior to an award of any contract pursuant to this RFP.

The City reserves the right to reject any and all proposals and to waive any informalities or technical defects in any proposal. Non selection of any proposal will mean that another acceptable proposal was deemed to be more advantageous to the City or that no proposal was accepted.

## **8. RIGHTS RESERVED BY THE CITY**

The City reserves the right to award in part, to reject any and all RFPs in whole or in part for misrepresentation or if the bidder is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the City will be served.

The City reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a bidder and subsequently awarding the contract to another bidder. Such action on the part of the City shall not constitute a breach of contract on the part of the City since the contract with the initial bidder is deemed to be void ab initio and of no effect as if no contract ever existed between the City and the bidder.

Notwithstanding any other provision of this Code of Ordinances and in addition to the requirements of Section 2-569 of said Code, no bid for an amount in excess of twenty-five thousand dollars (\$25,000.00) shall be accepted pursuant to Division 3 of Article VIII of Chapter 2 of said Code without being accompanied by an affidavit, signed by the owner or an officer of the company under the pains and penalties of perjury, attesting that:

- (a) The Contractor agrees that, should need arise for the Contractor to hire workers within three (3) months of the purchase in question for work to be performed within ten (10) miles of the boundaries of New Britain, the Contractor shall mail to each local job agency a notice of the job opening(s) at least two (2) business days prior to the date that any final hiring decision is made. Each such notice shall include a description of the work to be performed, the pay and benefits to be paid for such work and the date(s), time(s), place(s) and manner by which one may apply for such employment, including any application and manner by which one may apply for such employment, including any application form(s) that may be used. The Contractor shall also agree to give first preference to hiring any person referred by a local job agency whose qualifications are at least equal to those of all other applicants. This shall not apply when an employer is hiring someone from within their current organization.
- (b) The Contractor agrees to inform employees who might be eligible of their possible right to the Federal Earned Income Credit ("EIC") under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to employees forms informing them about the EIC and forms required to secure advance EIC payments from the employer.
- (c) The Contractor agrees to be bound by the terms and penalties of this Division, including, but not limited to any requirement that monies otherwise to be paid to the Contractor be withheld by or returned to the City in the event a violation is found.
- (d) A requirement that the Contractor be bound by the terms and penalties of this Division, including, but not limited to any requirement that monies otherwise to be paid to the contractor be withheld by or returned to the City in the event a violation is found.

### Sec. 2-628. Keeping of Records

- (a) Each local agency shall maintain a list which shall include the names, addresses, telephone numbers and job skills of persons declaring their need for employment and shall also note the last date each such person declared to the local job agency his or her need for employment. No name shall be maintained on such list for more than three months after the last date the person seeking employment declared his or her need for employment.

- (b) The City Purchasing Agent shall keep an updated list of all nonprofit agencies opting to act as local job agencies, including their names, addresses and telephone numbers. This list shall be made available to any company required to utilize it to comply with the Code of Ordinances and to other business or organization seeking to hire workers.

**All Firms submitting an RFP must complete the W9, Non Collusive Affidavit of Bidders, Affidavit for Compliance with Section 2-626 of the City Code of Ordinances and the Notice To Prospective Bidders Certification Required forms, with are attached, and submit them with their RFP documents in order for their RFPs to be considered. Firms shall certify that neither they nor any business or corporation fully or partially owned by the Firm are not delinquent on the payment of City property taxes or fees. The Non Collusive Affidavit and Affidavit for Compliance with Section 2-626 of the City Code of Ordinances must be also be signed and notarized by an official State Notary and the Notary’s seal placed on it. If the required forms are not completed the City reserves the right to reject the submitted RFP.**

There is no expressed or implied obligation for the City to reimburse firms for any expenses incurred in preparing the RFP proposals in response to this request.

**To be considered, one (1) original and two (2) copies of a proposal must be received by March 27, 2015 by 11:00AM. The City reserves the right to reject any or all RFPs submitted.** All RFPs submitted will be evaluated and a recommendation made to the Pension Board for their approval to award the RFP to the Firm that meet all of the RFP qualifications and submitted the lowest responsible price charged for sale of property.

It is anticipated the selection will be completed during the month of April 2015. Following the notification of the selection, it is expected a contract will be executed between both parties within thirty (30) days.

**9. INSURANCE REQUIREMENTS**

1. Liability (General, Automobile, Professional) Coverages Requierments:

- a. **“The City and its respective officers, agents, officials, employees, volunteers, boards and commissions” are to be named as additional insureds** with regards to liability arising out of activities performed by or on behalf of the auditor; products and completed operations of the auditor; premises owned, leased or used by the auditor. The coverage shall contain no special limitations on the scope of protection afforded to the City.

Consultant shall agree to maintain in force at all times during which services are to be performed the following coverages placed with the company(ies) licensed by the State of Connecticut which have at least an “A-“ VIII policyholders’ rating according to BEST Publication’s latest edition Key Rating Guide:

Commercial General Liability: General aggregate \$2,000,000  
Product Completion Operations

Aggregate \$2,000,000  
Occ. Aggregate \$1,000,000

Automobile Liability: Liability Limit \$1,000,000

Workers’ Comp. and Employer’s Liability: \$500,000 each accident  
\$500,000 disease policy  
\$500,000 disease accident limit

|                         |                 |             |
|-------------------------|-----------------|-------------|
| Professional Liability: | Each Occurrence | \$1,000,000 |
|                         | Aggregate       | \$1,000,000 |
| Umbrella:               | Each Occurrence | \$1,000,000 |
|                         | Aggregate       | \$1,000,000 |

- b. The Firm’s insurance coverage shall be the primary insurance as regards the City. Any insurance or self-insurance maintained by the City shall be in excess of the Firm’s insurance and shall not contribute with it.
  - c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City.
  - d. Coverage shall state that the Firm’s insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer’s liability.
  - e. The Firm awarded the RFP shall name the City as Additional Insured on all insurance policies, except Workers Compensation and to provide a Waiver of Subrogation on all policies.
2. Workers’ Compensation and Employer’s Liability Coverage

- a. The Firm shall agree to waive all rights of subrogation against the City for losses arising from the work performed by the Firm for the City.
- b. If State statute does not require the Firm to obtain Workers’ Compensation insurance, then the Firm awarded the RFP shall furnish the City with adequate proof of the self-employment status. The Firm agrees to waive all rights of claims against the City for losses arising from the work performed by the Firm. In the event that during the contract this self-employment status should change, the Firm shall immediately furnish proper notice to the City and a certificate of insurance indicating that Workers’ Compensation insurance and Employer’s Liability coverage has been obtained by the Firm as required by this Exhibit.

3. Acceptability of Insurers

Insurance is to be placed with insurers which have a Best’s rating of at least A.

Insurance companies must be licensed to do business in the State of Connecticut.

4. Verification of Coverage

The Firm shall furnish the City with certificates of insurance effective coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Purchasing Agent before work commences. Renewal of expiring certificates shall be filed sixty (60) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this RFP shall be provided to the Purchasing Agent by the firm awarded the RFP for the Professional Services related to Police and Fire Pensions at the time of signing the contract and mailed to the Purchasing Agent when Insurance Coverage is renewed.

5. **HOLD HARMLESS AGREEMENT:** The Firm its agents and assigns shall indemnify and hold harmless the City of New Britain, including but not limited to, its elected officials, its officers, and agents, ("the City") from any and all claims made against the City, including but not limited to, damages, awards, costs and reasonable attorney's fees, to the extent any such claim directly and proximately results from the wrongful willful or negligent performance of services by the Firm during the Firm's performance of this Agreement or any other Agreements of the firm entered into by reason thereof. The City agrees to give the Firm prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

The City of New Britain reserves the right to investigate the qualifications of all firms under consideration and to confirm any part of the information furnished by a firm, or to require other evidence of managerial, financial or technical capabilities that are considered necessary for the successful performance of the Firm to conduct the required services.

#### **10. SUBMITTAL REQUIREMENTS**

1. Full name of your firm, contact name, office address and phone number
2. History of your firm and how long has the firm been in business selling Residential and Commercial Property
3. Copy of your firm's State of Connecticut Real Estate License
4. Resume of the principle individual who will be responsible for servicing the City
5. Reference list of names and phone numbers of commercial or residential clients that you provided this service to in the past three (3) years.
6. Provide this service to other Connecticut Municipalities and or State and Federal Agencies that you provide this service to.
7. Fees that will be charged to the City to provide this service

#### **11. PROPOSAL FEE STRUCTURE**

% \_\_\_\_\_

\$ \_\_\_\_\_

**Please describe on a separate sheet of paper the proposed fee structure that your company will provide to the City of New Britain. It should describe all fees, expenses including but not limited to commissions and or any other expenses which are considered reimbursed by your firm.**

#### **12. COVER LETTER**

Provide a brief cover letter with the Proposal and highlight any omissions or additions to the proposal. The letter shall clearly indicate that the respondent has carefully read all the provisions in the RFP. Include any special notes which may help with the review of your response, and note any confidential sections of the proposal.

### **13. SUBMISSION DEADLINE**

One (1) original and two (2) additional copies of your proposal must be received no later than 11:00 AM on March 27, 2015. All proposals must be submitted to the following address:

City of New Britain  
City Hall, Room 401/Purchasing  
27 West Main Street  
New Britain, CT. 06051

RFPs must be mailed or hand delivered in a sealed envelope. RFPs received after the deadline will not be accepted. All submittals become the sole property of the City of New Britain. The content of all submittals will be held confidential until the selection of a firm is made. Any proprietary information within the proposal must be clearly

NOTICE TO PROSPECTIVE BIDDERS  
CERTIFICATION REQUIRED

The City of New Britain Code of Ordinances, Sec. 2-575, reads as follows:

Sec. 2-575. Rejection of bid where bidder is in default to city.

The agent shall not accept the bid of a contractor, who is in default on the payment of taxes, licenses or other monies due the city.

The agent shall include in the bid document a form to be executed by a bidder, certifying that said bidder is not in default on the payment of taxes, licenses or other monies due the city.

As used in this section, (1) a “principal” of a contractor shall mean an individual who is a director, an officer, an owner, a limited partner or a general partner; and (2) “default in the payment of taxes” shall mean the failure to pay taxes by the date such taxes are due and payable or the failure to be current with respect to a delinquent taxes payment schedule as set forth in a written agreement with the Tax Collector.

In accordance with this provision, prospective vendors make the following certification:

The principals, as defined above, of the firm submitting responses to Bid/RFP No.3819 are: (Please type or print clearly and use additional pages if necessary).

1. Name: \_\_\_\_\_

Local Residence Address (if any) \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

If a principal, as defined above, is in any local entity other than the entity submitting a response to this Public Bid listed above, state the entity or entity's name(s) and address(es):

Entity's Name \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

**NOTICE TO PROSPECTIVE BIDDERS**  
**CERTIFICATION REQUIRED**

2. Name: \_\_\_\_\_

Local Residence Address (if any) \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

If a principal, as described above, is in any local entity other than the entity submitting a response to this Public Bid No. listed above, state the entity or entity's names(s) and address(es):

Firm's Name \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

3. Name: \_\_\_\_\_

Local Residence Address (if any) \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

If a principal, as defined above, is in any local entity other than the entity submitting a response to this Public Bid No. listed above, state the entity or entity's name(s) and address(es):

Entity's Name \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

Signature of Principal and their Title of the Entity Submitting this Bid hereby indicates by signing this Notice to Prospective Bidder that the Entity or its Principles as listed herein are not in default on the payment of taxes, licenses, or other monies due to the City of New Britain as of the date of this bid solicitation.

\_\_\_\_\_ Date: \_\_\_\_\_

Review by Tax Collector: (To be completed by the City of New Britain's Tax Collector only if the Bidder is awarded the contract as the result of this Public Bid)

By: \_\_\_\_\_ Date: \_\_\_\_\_

I certify that:

(1) The price and amount on this Bid has been arrived at independently and without consultation, communication, or agreement with any other bidder.

(2) Neither the price(s) nor the amount of this Bid and approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a Bidder and that no disclosure of these items will be made prior to the Bid opening.

(3) No attempt has been or will be made to induce any firm or person to refrain from proposing on this Bid, or to submit a Bid higher than this Bid, or to submit any intentionally higher or non competitive Bid.

(4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New Britain, owner, or any person interested in the proposed Contract.

(5) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non competitive proposal.

(6) I state that \_\_\_\_\_ understands and acknowledges that all  
(name of my firm)

representations of this affidavit are material and important, and will be relied on by the City of New Britain in awarding a contract for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of New Britain of the true facts relating to the submission of Bids for this contract. That the City of New Britain also reserves the right to reject our Bid if failure to complete this document, have it notarized and submitted with our Bid documents.

The undersigned Bidder further certifies that this statement is executed for the purpose of including the City of New Britain to consider the Bid and make an award in accordance therewith.

Subscribe and Sworn to me this

\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Signature and Title of Person

Notary Public  
My Commission Expires \_\_\_\_\_

**RFP# 3819 – PROFESSIONAL SERVICES RELATED TO POLICE AND FIRE PENSION FUNDS**

The undersigned, being duly sworn, hereby deposes as follows:

1. I am over the age of eighteen (18) years and understand the obligations of an oath.
2. I have personal knowledge of the facts recited herein.
3. This affidavit is signed under the penalties of perjury and false statement and is being signed in connection with Public Bid/RFP Number 3819.
4. I hold the position of \_\_\_\_\_ with \_\_\_\_\_ and certify that I am authorized to sign this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible for my firm to comply with the Labor Standards set forth per the City Ordinances, section 2-625 through sections 2-628 as indicted in this bid specifications.
5. I further certify that \_\_\_\_\_
  - (a) Will maintain the wage level or effective wage level of its lowest paid worker at no lower than the living wage at all times during the effective period of the contract. I agree that my firm will inform our employees who might be eligible of their possible right to the federal Earned Income Credit (“EIC”) under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to our employees forms informing them about the EIC and forms required to secure advance EIC payments from my firm.
  - (b) Should a need arise for my firm to hire workers to carry out the terms and conditions of this bid or its contract or for any other projects to occur or commence during the contract period within ten miles of the boundaries of New Britain, my firm shall mail to each local job agency a notice of the job opening(s) at least two business days prior to the date that any final hiring decision is made. Each such notice shall include a description of the work to be performed, the pay and benefits to be paid for such work and the date(s), time(s), place(s) and manner by which one may apply for such employment, including any application form(s) that may be used. My firm also agrees to give first preference to hiring any person referred by a local job agency whose qualifications are at least equal to those of all other applicants. This shall not apply when my firm is hiring someone from within our organization.

6. \_\_\_\_\_ furthers agrees to be bound by the terms and  
Name of Company

requirements set forth in sections 2-625 through 2-628 of the Code of Ordinances including that monies otherwise due to be paid under the terms of the contract may be withheld by or required to be reimbursed to the City of New Britain in the event a violation of these provisions is determined

Dated at \_\_\_\_\_, Connecticut

This \_\_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_  
Legal Name of Bidder's Firm

\_\_\_\_\_  
Street Business Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Duly Authorized Signature and Title of Person

STATE OF CONNECTICUT ss: \_\_\_\_\_ 2015

COUNTY OF \_\_\_\_\_

Personally appeared, \_\_\_\_\_ Title \_\_\_\_\_ of

\_\_\_\_\_, duly authorized, who signed the foregoing

Name of Company

Instrument and acknowledged the same to be his/her free act the free

act and deed of said \_\_\_\_\_ before me.

Name of Company

Notary Public \_\_\_\_\_

Commissioner of Superior Court

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

|   |   |   |
|---|---|---|
| <b>Print or type<br/>See Specific<br/>Instructions on page 2.</b> | Name (as shown on your income tax return)   |   |
|   | Business name/disregarded entity name, if different from above  |   |
|   | Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate |   |
|   | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  |   |
|   | <input type="checkbox"/> Other (see instructions) ▶ _____   |   |
| Address (number, street, and apt. or suite no.)                   |   | Requester's name and address (optional) |
| City, state, and ZIP code   |   |   |
| List account number(s) here (optional)                            |   |   |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|  |   |   |   |   |  |
|--|---|---|---|---|--|
| <b>Social security number</b>  |   |   |   |   |  |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: none;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: none;">-</td> <td style="width: 46%; border: 1px solid black; height: 20px;"></td> </tr> </table> |   | - |   | - |  |
|  | - |   | - |   |  |
| <b>Employer identification number</b>  |   |   |   |   |  |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: none;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table>  |   | - |   |   |  |
|  | - |   |   |   |  |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



**City of New Britain**  
New Britain, Connecticut 06051

*“New Britain:  
A City for  
All People”*

**27 WEST MAIN ST., NEW BRITAIN, CT 06051**

**PHONE: (860) 826-3434**

**FAX: (860) 612-4204**

**E-MAIL: [jpieper@newbritainct.gov](mailto:jpieper@newbritainct.gov)**

Date: \_\_\_\_\_, 2015

Subject: PROFESSIONAL SERVICES RELATED TO THE CITY OF NEW BRITAIN POLICE AND FIRE PENSIONS - RFP No.3819

To Whom It May Concern:

Specifications for subject bid solicitation are enclosed for your review and response.

If you do not submit a bid, we request that you complete the bottom portion of this letter and return to the writer's attention. This shall assist the City of New Britain in maintaining accurate bidders' lists.

Your cooperation is greatly appreciated.

Very truly yours,

Jack Pieper  
Purchasing Agent

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

We are not responding to subject bid solicitation for the following reason:

- Our Firm does not provide the requested service.
- Our schedule will not allow us to provide the requested service at this time.
- Other (please explain): \_\_\_\_\_  
\_\_\_\_\_