

1. Are there any provisions or other requirements that prohibit the chosen provider from bidding on work that may result from the study?

No.

2. Have the legal advisors been selected?

No.

3. How is the study being funded? Is the funding confirmed?

The Board received an appropriation from the state legislature as part of the creation statute, Public Act 14-217. The statute also provides that the Board “may accept and receive any bequest, devise or gift of money or personal property, and may hold and use such money or property for the purposes, if any, specified in connection with such bequest, devise or gift. The Board may apply for grants or financial assistance from any person, group of persons or corporation or from any agency of the State or of the United States.” The Board is in the process of applying for grants.

4. What is the target budget or budget ceiling for the study?

There is none. One purpose of this RFP is to determine the cost of these services and the Board has not set a budget ceiling for these services.

5. The RFP suggests that the work might be split across more than one contractor.

- a. How many ways might the work be split?

Refer to III. Scope of Services, page 4: “The Board reserves the right to award this RFP to multiple vendors by breaking up the scope of work into multiple contracts.” The Board has not set a limit on the ways the work may be split.

- b. Are there any particular divisions of the work that the State is considering?

The Board has not decided on any particular divisions of the work.

6. In Section H – Contract Compliance Requirements of V. Proposal Submission Requirements (page 10), the RFP states (emphasis added):

Contract Compliance Requirements - Provide evidence of the Proposer’s ability to meet the contract compliance requirements for **one or more** of the following factors: (1) success in implementing an affirmative action plan; (2) success in developing an apprenticeship program complying with §§ 46a-68-1 to 46a-68-17,

inclusive, of the Regulations of Connecticut State Agencies; (3) promise to develop and implement a successful affirmative action plan; (4) submission of EEO-1 data indicating that the composition of the Proposer's workforce is at or near parity in the relevant labor market area; **or** (5) promise to set aside a portion of the contract for legitimate minority business enterprises.

However, the Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders on p. 30 states (emphasis added):

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.

- a. Is the State requiring that proposers [sic] at least one of these factors or all of them?

The proposers are only required to satisfy at least one of the factors, see V. Proposal Submission Requirements, Section H, Contract Compliance Requirements.

- b. How will these factors impact the evaluation of bids?

All of the factors will be considered as part of the qualifications, see the Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders.

7. In Section VII. Terms and Conditions (p) on page 17, the RFP states that the terms and conditions must be accepted.

- a. Is it permissible to submit exceptions to the contract and suggested language as part of our response?

Certain terms are negotiable. Proposers may submit exceptions to the contract with their proposals. If the proposer is chosen as a vendor, the submitted exceptions will be taken into consideration in the contract negotiation process. Submission of contract exceptions does not constitute acceptance of the suggested language by the Board. Contract exceptions must be negotiated during the negotiation process.

- b. If not, may we do so prior to responding?

See above response to subsection a.

8. In Section K. Cost Proposal, the RFP states:

Provide a detailed cost proposal, separate from the remainder of the Proposal, with a fee structure that is itemized by activity within each component of the RFP. Proposers should include direct labor costs by employee rate and hours, indirect labor costs to include overhead and fringe benefits, travel costs, and other direct costs itemized.

Proposals must also include a total cost for each component that would be conducted by the Proposer (general consulting, market analysis, program design, and financial feasibility), as well as a total cost for all components the Proposer is interested in providing.

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

We perform services for clients on a firm fixed price basis and can build up to the total cost using fully loaded rates. However, we do not have a breakout of direct labor and indirect costs and since our organization is a global publicly traded company, it is not feasible to develop these costs for the purpose of this RFP.

- a. Given that this is a firm fixed price contract and proposers will be evaluated on “total cost”, is it permissible to build-up to the total cost using hourly rates that incorporate direct and indirect costs for each person that will work on the contract and breakout travel costs separately?

Yes, that is permissible.

- b. If not, please provide guidance on an acceptable solution, which will enable our firm to compete for the opportunity to assist the CT Retirement Security Board with this important effort, given the constraints of our systems and internal accounting.

See above response to subsection a.

9. What attributes or qualities is the State looking for in the proposer that it selects?

The Board is looking for those attributes and qualities as are described in VI. Evaluation of Proposals, Experience and Qualifications.

10. In Section F on p. 8, the RFP states:

Qualifications - Describe how your experience, education, and training, or special knowledge, skills, or abilities meet the required minimum qualifications of this RFP.

What are the “minimum qualifications” that are being referred to?

The minimum qualifications are described in VI. Evaluation of Proposals, Experience and Qualifications.

11. To support a more cost-effective solution, can an integrated model inclusive of all four requested services be proposed in lieu of an a la carte pricing approach?

No. Proposers are required to include a total cost for each component of services within the RFP, as is provided in V. Proposal Submission Requirements, K. Cost Proposal.

12. For purposes of defining the market in a more cost-effective manner, would the State of CT accept applicable data from existing State or public sources in lieu of customized survey data?

No. The Board requires the vendor to obtain customized survey data.

13. In Section VI of the RFP you note a number of evaluation criteria. Have these criteria been weighted in any way by the State? Are there evaluation priorities that we should be aware of?

The criteria have been weighted. The Board places high priority on all the criteria listed. There are no other priorities that proposers should be aware of.

14. The RFP states we must accept the standard terms. The standard terms indicate “Under no circumstances may a State contract contain limited liability ...”. In all of our firms existing contracts with the State of Connecticut we have agreed upon contract language that includes an appropriate limitation of liability based on the scope of work. If we submit proposed contract language changes or additions, will our proposal be considered invalid and rejected automatically?

See response to question #7.