



## **Chicago Teachers' Pension Fund**

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### **REQUEST FOR PROPOSAL**

#### **HEALTH INSURANCE CONSULTING SERVICES RFP**

**No. FY19-0009**

***(Note: this version of the RFP has been updated to extend the deadline to submit written questions to Wednesday, April 3, 2019 and the compiled Q&A posting date to Friday, April 5, 2019).***



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## **I. SUMMARY**

This Request for Proposal (“RFP”) is being issued by the Public School Teachers’ Pension and Retirement Fund of Chicago (“CTPF” or the “Fund”) to solicit proposals from qualified Health Insurance Consultants (“Bidder” or “Consultant” or “Company” or “Respondent”), to provide comprehensive benefit consulting services related to CTPF’s Health Insurance Program.

If you are interested in the proposed engagement, we welcome proposals from qualified firms. Respondents must satisfy the qualifications and requirements outlined herein.

## **II. BACKGROUND**

Established by the Illinois General Assembly in 1895 as the Public School Teachers’ Pension and Retirement Fund of Chicago, CTPF administers a multi-employer defined benefit public employee retirement fund. CTPF is administered in accordance with Illinois Compiled Statutes (ILCS) Chapter 40, Articles 1, 17, and 20.

CTPF is governed by a Board of Trustees made up of twelve (12) members. The Board of Trustees oversees the Fund’s benefit programs, approves all benefits, makes investment decisions, and provides general operational oversight.

For more information about the Fund, please visit [www.ctpf.org](http://www.ctpf.org).

## **III. SCOPE OF PROPOSAL**

CTPF is seeking a qualified consultant to provide expert advice and assistance in all aspects of CTPF’s Health Insurance Program. The benefit consultant will have no discretionary authority with respect to this Program. The Fund voluntarily offers and administers a comprehensive health insurance program to eligible retirees and survivors. The Fund serves approximately 63,000 active and retired educators, and provides pension benefits to more than 27,000 beneficiaries. Approximately 17,500 members are enrolled in the CTPF Health Insurance Program. Plans are offered for both non-Medicare and Medicare-eligible members. CTPF also administers an employee health insurance program for approximately 103 full-time employees. All of CTPF’s health insurance plans are fully insured with the exception of the Employer Group Waiver Plan (EGWP).

Total premiums for the Program in fiscal year 2018 amounted to approximately \$109 million. CTPF currently subsidizes 50% of premiums for eligible retirees and survivors, with the balance deducted from the retiree/survivor’s monthly retirement benefit. Dependents of Retirees are eligible for enrollment in the Program at full premium cost (no subsidy by CTPF). Retirees/survivors who enroll in non-CTPF health insurance coverage are eligible to apply for a CTPF subsidy of their health insurance expenses.

The subsidy for these retirees is capped by the lowest Program premium subsidy and offset by any subsidy received from another entity.

**CTPF reserves the right to select all or some of the services listed below that best match its needs and budget.**

**A. Statement of Work**

**1. Renewal Process (Annual)**

Specific to CTPF’s Annual renewal process, the consultant will:

- Have primary responsibility for the annual premium contract negotiations with carriers.
- Prepare an in-depth annual underwriting analysis for each health insurance vendor that evaluates trend, retention, pooling, margins, and reserves, and will work closely with Fund staff to analyze and formulate recommendations for Board review.
- Conduct analysis and project premiums for the self-insured EGWP.
- Present renewal results in report format to the Board of Trustees annually.
- Include in the Board report an analysis for projected costs of the Medigap plan(s).
- Inform Health Insurance vendors in writing the Board of Trustees’ decision.

**2. Procurement (Upon Request)**

In coordination with Fund staff, the consultant will develop, draft, and deploy requests for proposals in the procurement of benefit services. Bid and bidders are to be evaluated on technical and financial criteria including but not limited to administration, claim payments procedures, customer and client service, networks, and pricing to establish relative value and source the most competitive rates.

**3. Compliance (Ongoing)**

The consultant will review and advise staff on relevant state and federal compliance and regulatory issues and provide expertise on the impact and implementation of new regulations. The consultant will monitor and interpret legislation affecting or otherwise relating to CTPF’s staff and retiree health insurance program including PPACA, HIPAA, Medicare rules and laws, COBRA and other applicable health care administration laws.

**4. Claim Audits (Upon Request)**

The consultant will conduct independent audit and review of vendor medical and pharmacy claims processing and payment accuracy, including accuracy of coverage, terms, and conditions.

**IV. TIMELINE**

| EVENT   | DUE DATE                                 |
|---|--|
| RFP Distribution  | Monday, March 18, 2019                   |
| Written questions due from Respondents  | Wednesday April 3, 2019                  |
| Compilation of questions and answers posted to <a href="http://www.ctpf.org">www.ctpf.org</a> | Friday, April 5, 2019                    |
| RFP Due Date  | Friday, April 12, 2019, 12:00 p.m. (CDT) |

## V. CONTACT

Any questions concerning this RFP must be directed to:

|                 |  |
|-----------------|--|
| Names           | Becky Z. Gonzales, Interim Associate General Counsel<br>Sandy McNamara, Legal Assistant<br><i>(Direct all communications to both Becky Gonzales and Sandy McNamara)</i>                        |
| Address         | Chicago Teachers' Pension Fund<br>203 North LaSalle Street<br>Suite 2600<br>Chicago, IL 60601-1210   |
| Phone Numbers   | 312-604-1202 <i>(Becky Gonzales)</i><br>312-604-1251 <i>(Sandy McNamara)</i>   |
| Email Addresses | <a href="mailto:gonzalesr@ctpf.org">gonzalesr@ctpf.org</a><br><a href="mailto:mcnamaras@ctpf.org">mcnamaras@ctpf.org</a><br><i>(All emails sent to both Becky Gonzales and Sandy McNamara)</i> |

## VI. TERM OF ENGAGEMENT

The term of the engagement shall be a three (3) year contract which could provide for a one (1) year renewal option, and will be governed by the negotiated contract or agreement, as limited by the Illinois Pension Code and CTPF's administrative rules. CTPF may, in its sole discretion, terminate the contract at any time during that term.

## VII. SUBMISSION GUIDELINES

In order to be considered for selection, proposals must be received via email, in PDF format, by Becky Gonzales at [gonzalesr@ctpf.org](mailto:gonzalesr@ctpf.org) and Sandy McNamara at [mcnamaras@ctpf.org](mailto:mcnamaras@ctpf.org) no later than **12:00 p.m. (CDT), on Friday, April 12, 2019. (Late submissions will be rejected as unresponsive).** Paper submissions will be rejected as non-conforming. An email confirmation will be sent to the Respondent upon receipt of the proposal.

## VIII. PROPOSAL CONTENT AND FORMAT

All information requested in the RFP must be addressed in the Respondent's proposal. Proposals should provide a concise explanation of Respondent's qualifications and the proposed services to be rendered. Emphasis should be placed on completeness and clarity of content. Each proposal must be submitted in response to categories A through J outlined below and must be clearly labeled as such.

**A. Cover Letter**

- a. Briefly state the Respondent's understanding of the work requested and a statement why the Respondent believes it is qualified to provide the consulting services described herein. The letter should be signed by the representative of the Respondent authorized to contract on behalf of the Respondent.

**B. Title Page**

- a. Date
- b. Subject
- c. Respondent's name and chief executive officer (or the equivalent)
- d. Respondent's address
- e. Respondent's website address
- f. Respondent's phone number
- g. Respondent's fax number
- h. Contact's name
- i. Contact's title
- j. Contact's phone number
- k. Contact's email address

**C. Table of Contents**

**D. Project Plan**

- a. Address the various tasks, services, and deliverables outlined in Section III. Scope of Work and describe the specific approach that will be taken in performing each task or service or providing each deliverable. Specifically describe your approach and tools used in recurring activities such as renewal negotiations, plan design strategies, cost impact analysis for benefit changes, underwriting analysis, and claims audits.
- b. Describe how Respondent has the necessary dedicated staffing and bandwidth to take on this engagement.
- c. Describe any deliverables or services, not included in Section III. Scope of Work that your company would suggest be provided in order to provide more complete and thorough services.
- d. Indicate the location of the office(s) from which the work on this engagement is to be performed.
- e. Identify tasks that will be performed by your company and supporting tasks that will be performed by CTPF's staff.

**E. Billing**

- a. Provide your company's billing procedures. Your fee schedule should include two fee proposals:

- i. A FIXED-FEE PROPOSAL, which details a breakdown of costs by each category of services shown in the Statement of Work of this RFP. Under this fee proposal, for work performed under an individual category, CTPF would pay no more than the total cost for all services in that category and would only pay for those services actually provided.
- ii. A MONTHLY RETAINER-FEE PROPOSAL, which includes a total, detailed, all-inclusive maximum price for the three (3) year contract period. The total all-inclusive maximum price to be bid must contain all direct and indirect costs, including all out-of-pocket expenses, with the following components identified:
  - 1. A total, detailed, comprehensive fee proposal by year for all services listed in Section IV (Services to be provided) of the RFP.
  - 2. A detailed hourly professional fee rate schedule by classification of staff to be assigned, including areas of specialization to support the maximum all-inclusive maximum price.
  - 3. A breakdown of your fee quote for each type of service listed in Section III.
  - 4. A total of all estimated out-of-pocket expenses to be reimbursed, if not included in the quoted hourly professional fee rates.
  - 5. A total, all-inclusive maximum price for any additional services the company deems necessary to provide comprehensive benefit consulting services to CTPF.

Note: Under the monthly retainer-fee proposal, CTPF will pay only the retainer fee which will be inclusive of all services as set forth in the Statement of Work. In no event shall the fee for consulting services exceed the retainer fee.

- b. State any special considerations with respect to billing or payment of fees and expenses that Respondent offers and that you believe would differentiate your company from other proposals and make your company's services more cost effective to the Fund.
- c. CTPF expects the lowest rate charged by Respondent for its governmental and non-profit clients. If for any reason Respondent is unwilling or unable to charge the lowest rate, please explain why.
- d. The billing rate will be fixed for the term of this engagement.

**F. Firm's Background, Qualifications, and Experience**

- a. Briefly describe Respondent's background, history, and ownership structure, including any parent, affiliated or subsidiary company, and any business partners. The firm must be regularly-established in the industry of providing the services outlined in Section III. Scope of Work, and have experienced personnel able to provide the required services. CTPF may request information substantiating the above requirements. Failure to provide this information may result in a Respondent's proposal being declared non-responsive.
- b. Provide the size of the company including number of offices and number of full-time employees, number of clients, and revenue. Identify the key personnel proposed for the CTPF engagement, emphasizing specific experience on contracts similar in scope to the requirements of this RFP. Describe his or her position, current responsibilities, biography, qualifications, areas of expertise, experience, education, professional

designations, memberships, certifications, and office location. Include details regarding the proposed management of the personnel who would be assigned to the CTPF engagement. CTPF expects a reasonable notice of key personnel being removed from the engagement and reserves the right to approve the replacement of key personnel.

- c. Provide the number of years that the company and any identified individuals have been providing the services requested in this RFP.
- d. Describe how the team(s) would work together to ensure a comprehensive, holistic approach to CTPF's benefits needs.
- e. Provide details on your company's employee benefit industry experience/expertise. Specifically, does your company have specialized consultants working in the following areas. If so, describe capabilities and services:
  - i. Legislative Issues
  - ii. Pharmacy Benefits
  - iii. Medicare Programs
  - iv. Disease Management
  - v. Wellness Programs
  - vi. PPACA
  - vii. Claims Audit Services
- f. Indicate how you define and measure client satisfaction.
- g. Describe how you will keep CTPF abreast of the retiree health care environment and other relevant trends.
- h. Indicate the number and nature of part-time professional staff to be employed in this engagement.
- i. Will your company use outside contractors (subcontractors) for this engagement? If so, what confidentiality agreement is in place to protect sensitive information from disclosure? What allocation of the scope of services will be assigned to outside contractors (subcontractors)?
- j. Indicate Respondent's due diligence process in hiring, evaluating, and monitoring its staff and contractors, as applicable. Specifically describe your approach to vendor/staff management to ensure the optimum service to CTPF and describe your process and tools for vendor selection.
- k. List any known professional or personal relationships Respondent or its employees or contractors may have with individual CTPF Board members and/or Fund staff.
- l. Identify any potential or actual conflicts of interest you have in providing services to CTPF. State whether you have ever provided services to CTPF, the City of Chicago, the Chicago Board of Education ("Chicago Public Schools" or "CPS"), the Chicago Teachers' Union ("CTU"), the Retired Teachers' Association of Chicago ("RTAC"), the Chicago Principals and Administrators Association ("CPAA"), any Chicago charter school, or any employee group or trade organization related to the aforementioned entities. If so, please state the name of each such client or former client, contact information, and the nature and time frame of such representation. In providing such information you consent to and agree to release CTPF from any liability that may result from contacting such client(s) and communicating with such client(s) about your prior engagements, and soliciting an opinion regarding the work performed for such reference. In addition, please state how you intend to resolve any potential or actual conflict of interest.

- m. Identify all public sector or ERISA fund clients who have terminated their working relationship with you in the past five (5) years and provide a brief statement of the reason(s) for the termination. Provide each client's contact information. You consent to and hereby release CTPF from any liability that may arise from contacting your former client(s) and communicating with them about the work you performed and the reason for your termination.

**G. Insurance, Liability, Confidentiality, and Litigation**

- a. What assurances can you provide that your company will not be subject to cyber-attacks? Describe security and protection measures.
- b. It is expected that the selected company will have adequate quality control procedures in place to guarantee the accuracy of the work performed. Please describe your quality assurance procedures.
- c. Please describe the levels of your professional liability insurance coverage for client security breaches (cyber risk) and any fiduciary or professional liability insurance your company carries. Is the coverage on a per client basis or is the dollar figure applied to the Firm as a whole? List the insurance carriers.
  - i. What limitation on liability, if any, do you impose through your contract?  
The Firm must not seek to unreasonably limit their liability for negligence.
  - ii. Are you bonded?
  - iii. Does coverage for liability, due to your negligence, continue for a period following termination of the contract? If so, for how long?
  - iv. Identify the amount, type of coverage, deductible, and any coinsurance.
- d. What is the organization's policy on confidentiality during and after the engagement?
- e. Has your Firm ever been involved in a lawsuit in the last ten (10) years involving any services provided by the Firm? If so, provide details, including description of the lawsuit, dates, and outcomes.
- f. Has your Firm, related entities, affiliates, principals, and/or officers been a party in any material civil or criminal litigation, or subject to investigation, disciplinary action, or regulatory review, whether or not directly related to services requested by this RFP? If so, provide details, including dates and outcomes.
- g. Describe any anticipated litigation in which your Firm may be involved.

**H. Sample Contract or Agreement**

- a. Please provide a sample contract for the services proposed by your company.

**I. References**

- a. Please provide three references who are clients for whom you have performed work similar to that requested in this RFP. Include the reference name, title, entity, address, telephone number, and description of the services provided.
- b. In providing such information, you consent to and hereby release CTPF from any liability that may arise from contacting your references and communicating with such references about your prior engagements, and soliciting an opinion regarding the work performed for such reference.

**J. Required Disclosures**

- a. **All Respondents must provide answers to each written disclosure requested below in categories (i) through (ix) as part of their RFP response.** Note that VIII(J)(a)(vi) below requires completion of the EEOC chart attachment to this RFP. **Failure to provide answers to each disclosure question or failure to provide the completed EEOC chart may cause your proposal to be deemed non-responsive.** Respondents should use “none” or “not applicable” as appropriate, but a response **must** be provided for each disclosure category below. Your disclosures must be clearly labeled as “J. Required Disclosures.”
- (i) The Respondent must disclose, labeling each category, separately: (a) any entity that is a parent of, or owns a controlling interest in, the Respondent, (b) any entity that is a subsidiary of, or in which a controlling interest is owned by, the Respondent, (c) any persons or entities who have an ownership or distributive income share in the Respondent that is in excess of seven and one-half percent (7.5%), and (d) any persons who serve as executive officers of the Respondent, including their titles.
  - (ii) The Respondent must disclose, separately: (a) any direct or indirect payments in excess of \$1,000 per calendar year within the prior five (5) calendar years made to any community or not-for-profit organization relating to public education by: (i) the Respondent, (ii) any executive officer of the Respondent, (iii) any parent entity of the Respondent, (iv) the executive officers of any entity that is a parent of, or owns a controlling interest in, the Respondent, and (v) any Shareholder of Respondent with ownership or a distributive income share in the Respondent that is in excess of seven and one-half percent (7.5%); (b) any formal involvement with any community or not-for-profit organization relating to public education by any person or entity identified in (a) above; and (c) any involvement as a member or director of a charter school that contributes to the Fund of any person or entity identified in (a) above. For purposes of this Section VIII(J)(a)(ii) and (iii), “Shareholder” shall mean any person who has an ownership or distributive income share in the Respondent.
  - (iii) The Respondent must disclose if: (a)(i) any executive officer of the Respondent, (ii) any parent entity, (iii) the executive officers of any entity that is a parent of, or owns a controlling interest in, the Respondent, and (iv) any Shareholder of the Respondent with ownership or a distributive income share in the Respondent that is in excess of seven and one-half percent (7.5%) has given any direct or indirect financial support in excess of \$1,000 per calendar year within the prior five (5) calendar years or (b) whether the persons or entities identified in (a) above have had any formal involvement within the prior five (5) calendar years with a community or not-for-profit organization with a central purpose of influencing public policy related to budgetary and fiscal policy which directly or indirectly relates to the continued availability and long-term viability of defined benefit pensions in the public sector, to education policy, or to retirement security policy.

For the purposes of this disclosure, an organization has the “central purpose” of influencing policy if it is understood with the exercise of reasonable due diligence, including but not limited to the examination of the organization’s IRS filings and other publicly-available statements of purpose, that the organization intends to affect policy or engage in lobbying or other advocacy activity. A Respondent is not required to disclose contributions to organizations that engage in such activities in furtherance of providing medical research, aid to the poor, disaster relief, or other such tangible goods or service. The Trustees have determined that the following organizations presently fall under this required disclosure:

American Enterprise Institute,  
American Legislative Exchange Council,  
Brookings Institution,  
California Common Sense,  
California Policy Center,  
Civic Committee of the Commercial Club,  
Heritage Foundation,  
Howard Jarvis Taxpayers Association,  
Illinois Municipal League,  
Illinois Policy Institute,  
Independent Institute,  
Jessie Ball DuPont Fund,  
Laura and John Arnold Foundation,  
Mackinac Center for Public Policy,  
Manhattan Institute for Policy Research,  
Massachusetts Taxpayers Foundation,  
Mercatus Center at George Mason University,  
National Council on Teacher Quality,  
National Institute for Labor Relations Research,  
Nelson Rockefeller Institute of Government,  
National Taxpayers United of Illinois,  
Pioneer Institute,  
R Street Institute,  
Reason Foundation,  
Show Me Institute,  
State Policy Network,  
StudentsFirst,  
Taxpayers for Sustainable Pensions,  
Taxpayers United of America,  
Teacherspensions.org,  
Texas Public Policy Foundation,  
The Future of Freedom of Foundation,  
The Pew Charitable Trust,  
UnionWatch,  
Urban Institute,  
Wyoming Liberty Group, and  
Any state or local affiliates or chapters of the above organizations.

- (iv) The Respondent and any parent, controlling entity, subsidiary, or affiliate must disclose any direct or indirect financial relationships, transactions, or consulting agreements with the Chicago Board of Education entered into within the prior five (5) calendar years. Any such direct or indirect financial relationships, transactions, consulting agreements, or consulting-related contracts with the Chicago Board of Education entered into on or after the execution of an agreement shall be identified in an amended Respondent Disclosure within thirty (30) calendar days of any new relationship, transaction, investment, agreement, or contract with the Chicago Board of Education.
- (v) The Respondent must disclose the names and addresses of any subcontractors and the expected amount and/or percentage of money each will receive under the agreement if authorized by the Fund.
- (vi) The total number of Respondent's staff. The number of Respondent's staff and percentage of its staff, broken out separately for each category, who are (1) a minority person, (2) a female, or (3) a person with a disability. This information must be provided using the EEOC chart available on CTPF's website. Supplemental information to the EEOC chart is welcome.
- (vii) The number of current contracts that the Respondent has with a (1) minority owned business, (2) female owned business, or (3) business owned by a person with a disability.
- (viii) The number of current contracts that the Respondent has with a business other than (1) a minority owned business, (2) a female owned business, or (3) a business owned by a person with a disability, under which, while the business is not owned by one of the above categories, where more than fifty percent (50%) of services performed pursuant to the contract are performed by (1) a minority person, (2) a female, or (3) a person with a disability.
- (ix) The Respondent shall agree to annually disclose various EEO data and diversity of vendor's contracts as required by the Fund.

**K. Exhibits and Attachments**

- a. Any additional information or exhibits appropriate for CTPF's consideration may be included under this category.

**IX. WRITTEN QUESTIONS**

Prospective Respondents who have questions regarding this RFP may email the contacts listed above by the due date listed in the timeline above for written questions. Please reference "Health Insurance Consulting Services RFP Questions" in the subject line of the email. The questions (without identification of the questioner) and the answer will be posted on the CTPF website according to the above timeline.

## **X. PROPOSAL EVALUATION**

The following guidelines will be used to analyze and evaluate all proposals. CTPF reserves the right to evaluate all factors deemed appropriate, whether or not such factors have been stated in this section.

### **A. QUALIFICATIONS**

In order to be selected for this engagement, the Respondent must demonstrate that it can meet the requirements of the RFP and the scope of work contained in the RFP.

The Respondent must be regularly established in the industry of providing health insurance consulting services and must provide detailed information in response to Section VIII (f) Firm's Background, Qualifications, and Experience. CTPF may request information substantiating the above requirements.

Failure to provide this information may result in a Respondent's proposal being declared non-responsive.

### **B. REVIEW OF PROPOSALS**

- a. An Evaluation Committee consisting of Trustees and/or Fund staff will evaluate all proposals received.
- b. An initial determination will be made to ascertain whether Respondents meet the mandatory minimum requirements listed below:
  - i. The Respondent has no conflict of interest with respect to any other work performed by the Respondent.
  - ii. The Respondent must demonstrate that it can meet the requirements of the RFP and the Scope of Work contained in this RFP.
  - iii. The Respondent must adhere to the instructions in this RFP.
  - iv. The Respondent must follow the proposal content and format outlined in Section VIII.
  - v. The Respondent must provide all disclosures including the requested EEOC chart requested in Section VIII(J)(a).
- c. Factors to be considered by the Committee members include, but are not limited to:
  - i. Qualifications to perform the services requested;
  - ii. Price;
  - iii. Responses to the Proposal Content described in Section VIII; and
  - iv. Presentation to the Committee (if applicable).

Any contract award is ultimately a decision of the Board of Trustees and is not to be based on the evaluations, scoring, or recommendations by the Evaluation Committee.

This RFP is not an offer of a contract. Acceptance of a proposal does not commit CTPF to award a contract to any Respondent, even if the Respondent satisfied all requirements stated in this RFP. Publication of this RFP does not limit CTPF's right to negotiate for the services described in this RFP.

CTPF reserves the right to choose to not to enter into an agreement with any of the Respondents to this RFP.

The information submitted in response to this RFP becomes the exclusive property of CTPF.

## **XI. FINALIST PRESENTATIONS**

After the proposal submission due date, CTPF will contact the top-ranked Respondents to set up a meeting, approximately one hour in length, with the RFP Evaluation Committee either on-site at the CTPF offices, 203 N. La Salle, via videoconference, or by telephone. At these meetings, Respondents must be prepared to provide a brief presentation on their services as outlined in their proposal and answer any questions regarding their proposal. Additionally, Respondents may be invited to present to the CTPF Board of Trustees and/or a Board Committee.

At the discretion of the Board of Trustees, top-ranked Respondents may not be asked to present to the Evaluation Committee; rather, such Respondents may instead be asked to present directly to the Board of Trustees or to a Board Committee.

## **XII. RFP WITHDRAWAL OR MODIFICATION**

Proposals may be withdrawn or modified by a written or email request prior to the RFP due date. CTPF may, by written notice to all Respondents, cancel, postpone, or amend the RFP prior to the due date. If CTPF decides, at its sole discretion, that the revision or amendment will require additional time for response, the due date will be extended for all Respondents.

## **XIII. INCOMPLETE PROPOSALS**

CTPF reserves the right to request additional information or to reject the proposal outright if the information provided in a Respondent's proposal is deemed to be insufficient for evaluation. False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for its rejection. The evaluation and determination of the fulfillment of the requirements will be determined by CTPF and such judgment shall be final.

Any proposal received at the designated email after the required time and date specified for receipt shall be considered late and non-responsive. Late proposals will not be evaluated for award.

Proposals submitted shall be valid for one hundred twenty (120) days following the closing date noted above. CTPF and the Respondent may extend this period by mutual written agreement. If a solicitation is cancelled before the due date, the offer will be returned to the Respondent who submitted the response.

## **XIV. SELECTION OF WINNING BID**

Award of the contract resulting from this RFP will be based upon the most responsive Respondent(s) whose offer(s), in the sole discretion of the Board of Trustees, are the most advantageous to CTPF in terms of the Respondent's submission, including, but not limited to qualification, meeting contract requirements, cost, and other factors as specified in this RFP.

After evaluation of the proposals and approval by CTPF, all Respondents will be notified of the result. Contract negotiations will commence with the selected Respondent.

## **XV. REIMBURSEMENT FOR PROPOSAL PREPARATION**

CTPF will not reimburse any expenses incurred in responding to this RFP including, but not limited to, the costs of preparing the response, providing any additional information, or making a presentation or presentations. CTPF reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

## **XVI. QUIET PERIOD**

During the RFP review period (which begins on the date the RFP is posted on CTPF's website) to and until a contract is executed, there shall be no communication between Respondents and CTPF's Board members or Fund staff (other than the RFP contact listed in Section V or his or her designee) regarding any product or service related to the search. Respondents may communicate with the Contract and Procurement Administrator or her designee solely regarding administrative questions relating to the procurement process. All other questions must be asked and will be responded to through the RFP question and answer process.

The quiet period shall not prevent customary respondent due diligence, initiated by CTPF, or communications with a current service provider who happens to be a candidate, provided that any such communication must be in the ordinary course of business and necessary for the provision of current services provided by such service provider. Discussions relating to the pending selection are strictly prohibited.

## **XVII. RFP LIMITATIONS AND CONDITIONS**

- A. This RFP does not commit CTPF to award an agreement or procure services of any kind whatsoever. CTPF reserves the right, in its sole discretion, to negotiate with any or all applicants considered, or to postpone, delay, or cancel this RFP, in whole or in part. CTPF may terminate discussions, in its sole discretion, or select another finalist. CTPF reserves the right to award an agreement or agreements based upon the proposals received. The Firm should not assume that there will be an opportunity to alter or amend its proposal at a later date or at the time of contract negotiations.
- B. CTPF may request that Respondent clarify the content of the proposal. Other than for purposes of clarification, no Respondent will be allowed to alter or amend its proposal after the RFP due date.
- C. All materials submitted in response to this RFP shall be the sole property of CTPF. CTPF reserves the right to use any and all ideas submitted in the proposals.

- D. CTPF reserves the right to reject or cancel in whole or in part at any time, any and all proposals received; to waive minor irregularities; to negotiate in any manner necessary to best serve CTPF and to make a whole award, multiple awards, a partial award, or no award.
- E. CTPF reserves the right to reject any or all offers and to discontinue this RFP process without obligation or liability to any potential vendor.
- F. CTPF reserves the right to reject the proposal of Respondent who is not currently able to perform the contract. CTPF reserves the right to award a contract, if at all, to the Firm which will provide the best match to the requirements of the RFP and the needs of the Fund, which may not be the proposal offering the lowest fees. CTPF may take into consideration any factor it deems relevant, including but not limited to, past experience, financial stability, the ability to perform the requirements as set forth in this RFP, or previous failure to perform similar contracts in accordance with the terms, or in a timely manner, and other relevant criteria. CTPF is not required to accept for consideration any proposal that fails to address or does not comply with each of the requirements or the criteria set forth in this RFP.
- G. CTPF reserves the right to award a contract on the basis of initial offers received, without discussions or requests for best and final offers. Conversely, CTPF reserves the right to request best and final offers.
- H. Any contract award is ultimately a decision of the Board of Trustees and is not required to be based on the evaluations, scoring, or recommendations by the Evaluation Committee.
- I. Written approval from CTPF will be required for any news releases regarding the award of the contract for Retiree Health Care Consulting Services.
- J. If Respondent submits a proposal, CTPF reserves the right to conduct its own due diligence and to undertake such investigations as it deems necessary to determine Respondent's satisfaction of the qualifications and ability to furnish the required services. Upon request, Respondent agrees to provide any and all information for this purpose.
- K. CTPF reserves the right to request additional documentation or information from Respondents. Requested information may vary by Respondent. CTPF may ask questions of any Respondent to seek clarification of a proposal to ensure the Respondent understands the scope of the work or other terms of the RFP.
- L. CTPF does not guarantee or commit to contracting any specific number of projects to Respondent during the life of the agreement.
- M. Written approval from CTPF will be required for any news releases regarding the award of contract.

## **XVIII. MINORITY AFFILIATION**

CTPF is an equal employment opportunity employer, and endeavors to increase the utilization of vendors who are MWDBE companies. Please provide any information relative to your Firm's minority Firm affiliations or minority Firm participation in the engagement, and a MWDBE breakdown for your Firm. Please also provide any MWDBE subcontractors/subvendors that Respondent intends to use on this contract, including the name, role, and expected payments and percentage utilization.

## **XIX. WAIVER OF CLAIMS**

By submitting a proposal, the Respondent agrees to waive any claim it has or may have against CTPF, its Board of Trustees, and/or CTPF officers, employees, and agents arising out of or in connection with the

administration, evaluation, or recommendation of any proposal, the waiver of any requirements under the RFP, the acceptance or rejection of any proposal, and/or the award of the contract.

## **XX. CONTRACT NEGOTIATIONS**

Once the Respondent(s) has been selected to perform the services, the parties will begin negotiating the terms of the engagement. CTPF does not anticipate or desire a lengthy negotiation. CTPF may, in its sole discretion, terminate negotiations and proceed to engage another party for such services, whether or not that party was a Respondent, if the parties are unable to expediently negotiate an agreement or reach a bargaining impasse.

## **XXI. NOTICE REGARDING ILLINOIS PUBLIC RECORDS LAWS**

The proposal that you submit will be subject to the Illinois Freedom of Information Act (5 ILCS 140/) "FOIA Act"). The FOIA Act provides generally that all records in the custody or possession of a public body are presumed to be open to inspection or copying. Any public body that asserts that a record is exempt from disclosure has the burden of proving by clear and convincing evidence that such record is exempt from disclosure. CTPF will determine, in its sole discretion, whether the materials are subject to public disclosure, if a request is made in accordance with the FOIA Act for materials submitted in response to this RFP. If CTPF denies a public records request based on a Respondent's representation that such information is proprietary, privileged, and/or confidential, Respondent, by submission of a response to this RFP making these proprietary, privileged, and/or confidential assertions, agrees to reimburse CTPF for, and to indemnify, defend, and hold harmless CTPF, its officers, Trustees, fiduciaries, employees, and agents from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever (collectively, "Claims") arising from or relating to CTPF's complete or partial FOIA denial based on Respondent's assertions. By submitting your proposal, you further agree to indemnify, defend (at CTPF's discretion), and hold CTPF harmless from and against any and all Claims arising from or relating to CTPF's complete or partial disclosure of your proposal if CTPF determines, in its sole discretion, that such disclosure is required by law, or if disclosure is ordered by a court of competent jurisdiction.

## **XXII. MOST FAVORED TERMS**

All prices, terms, warranties, and benefits offered by the Respondent in its proposal must be comparable or better than those offered by the Respondent in agreements with substantially similar governmental or quasi-governmental clients. Should the Respondent make available more favorable terms to a substantially similar governmental or quasi-governmental client with respect to the types of services set forth in Respondent's proposal, Respondent will make such prices, terms or conditions available to CTPF.

## **XXIII. AGREEMENT AND APPROVAL**

The Fund may select one or more firms to provide the services described herein.

To the extent one or more firms are selected, CTPF will work to negotiate an agreement with the selected firm (s), giving due consideration to the stipulations in the Firm's(s') submitted standard agreement.

The selected firm(s) shall be required to assume full responsibility for all services and activities offered in its/their proposal whether or not provided directly. Further, CTPF will consider the selected firm(s) to be the sole point of contact with regard to contractual matters, including payment of fees.

The selected firm(s) and its/their personnel, including subcontractors, shall treat any and all information provided by CTPF as confidential and is/are prohibited from using that information for any other purposes than those provided by contract, without CTPF's express written consent.

The selected firm(s) shall not use a subcontractor without CTPF's express written consent. All terms and conditions of a contract with the selected firm(s) shall be equally binding on any subcontractors.

The selected firm(s) shall meet specific performance standards established during the contract negotiation process. The approved project schedule, specifying agreed upon, significant milestone events, and a project completion date, shall be incorporated into the contract as projects are identified and assigned to the successful Respondent(s) by CTPF.