



OFFICE OF THE STATE COMPTROLLER
REQUEST FOR PROPOSAL
FOR LEGAL SERVICES

ADDENDUM #1

Answers to Vendor Questions
August 16, 2024

1. For the purpose of determining potential conflicts, who is the custodian of the Connecticut Retirement Security Program?

The Office of the State Comptroller is responsible for the administration of the Connecticut Retirement Security Program, and is bound to the standard of care as outlined in C.G.S. § 31-421.

The program is additionally advised by an Advisory Board per C.G.S. § 41-417, comprising of fifteen (15) ex officio or appointed members who advise the Comptroller on certain matters, per C.G.S. § 41-417(h). However, the Advisory Board's role is limited to providing advice to the Comptroller, and does not control or direct the program's activities.

2. The RFP states that the maximum amount of the contract is \$250,000. Can you provide an estimate of how many hours per year the OSC anticipates that they will engage the Contractor to perform the tasks outlined in the scope of services? Is litigation included in this hourly estimate? Is the maximum of \$250,000 for the initial three year period or per year within that timeframe?

The estimated amount of hours per year the OSC anticipates that they will engage the contractor is between 50-100 hours per fiscal year, excluding litigation activities. The \$250,000 maximum is for the period of the contract.

3. Section 1.1 of the RFP (page 3), provides, in part, that: "[t]he selection of a Proposer will be highly dependent on the Proposer's experience and capabilities to assist the OSC with at least the following: . . . be a member in good standing of the State Bar of Connecticut. . . ."

Section 4.3 of the RFP (page 6), provides, in part, that: "[e]ach Proposer in their response to this request must demonstrate the following minimum requirements of providing legal services in the areas requested: 4.3.1 *Standing*. Demonstrate . . . a member in good standing of the State Bar of Connecticut. . . ."

Section 4.5.3 of the RFP (pages 7-8), provides, in part, that: "[a]t least one of the primary attorneys assigned for this contract must also have an active license in good standing with the Connecticut State Bar Association or partner with a firm or attorney meeting all criteria."

In this regard, we want to confirm whether the OSC will consider a proposal to be complete that covers only federal tax law advice and that is staffed with attorneys which are in good standing to practice law in states other than Connecticut, and not licensed to practice law in Connecticut.

The OSC will only consider proposals in which at least one (1) of the primary attorneys assigned to the contract is licensed in Connecticut.

4. Section 4.7.6 Acceptance of Terms and Conditions of the RFP provides that: "[t]he Proposer must submit a statement affirming that their firm and proposal adheres to the terms and conditions as outlined in section 8 of this RFP and in the draft contract appended to this RFP."

In this regard, the firm is willing and able to affirm that our firm and proposal adheres to the terms and conditions as outlined in section 8 of this RFP and in the draft contract appended to this RFP.

However, we wish to raise for your consideration a point with regard to the indemnity language in Appendix A Agreement By and Between The Office of the State Comptroller And XXXX, Section 6 Other Conditions, F. Liability and Indemnity of the RFP (page 25). Comments from our professional liability insurance carrier, ALAS (Attorneys' Liability Assurance Society, Inc.), have caused us to raise this important point with our clients. The firm's coverage with ALAS has current policy limits of \$50,000,000 per claim and \$100,000,000 in the aggregate per year. With respect to professional liability matters, the ALAS malpractice policy covers only damages caused by the negligent acts of the Firm, including its Partners and employees and does not cover liabilities assumed by contract that are not otherwise covered by the policy or provide coverage to third parties. In the event of a claim, by agreeing to the indemnity language in Appendix A Agreement By and Between The Office of the State Comptroller And XXXX, Section 6 Other Conditions, F. Liability and Indemnity of the RFP, the law firm and OSC could put at risk this insurance coverage, because ALAS could take the

position that we have assumed liability in excess of or different to the coverage provided by our policy, including to provide a defense to entities who are not Assureds under the definitions of the policy. Therefore, with respect to Appendix A Agreement By and Between The Office of the State Comptroller And XXXX, Section 6 Other Conditions, F. Liability and Indemnity of the RFP, we respectfully request that you consider providing that the indemnification language does not apply to claims arising from professional errors or omissions for which the law firm is covered by a professional liability insurance policy that prohibits assuming liability by contract. Of course, please let us know if you have questions about this concern. Therefore, we respectfully request clarification whether OSC would consider agreeing that the indemnification language does not apply to claims arising from professional errors or omissions for which the law firm is covered by a professional liability insurance policy that prohibits assuming liability by contract.

However, with regard to the requirement in Appendix A Agreement By and Between The Office of the State Comptroller And XXXX, Section 6 Other Conditions, F. Liability and Indemnity (page 25) and I. Insurance of the RFP (pages 27-28), that the OSC must be listed as an additional insured payee, if selected under the RFP, we will list OSC as an additional insured under our general liability policy. However, we would be unable to list the OSC as an additional insured payee on our legal malpractice insurance coverage policy, as the ALAS (Attorneys' Liability Assurance Society, Inc.) policy will not allow us to add our clients as an additional insured. Let us know if you need any additional information regarding this item. Accordingly, we request clarification as to whether our submission would be considered responsive if it includes this limitation.

The submission will be considered responsive for the purpose of determining the acceptance of a submission. However, per the RFP, the selected firm(s) must enter into a contract with the OSC substantially in the form of the draft contract set out in the attachment.

5. Section 5.3 of the RFP (page 9), provides, in part, that: "[a]ny questions submitted regarding this RFP shall be compiled, answered, and released as an addendum to this RFP by August 16, 2024 on the place of issue of this RFP, <https://www.osc.ct.gov/vendor/rfp.html>." We did not find this RFP listed at this webpage.

In this regard, we wanted to confirm the link to the webpage for this RFP and any addendum to this RFP.

The RFP is posted at this link and addendums to the RFP, including responses to these questions, will also be posted at this link.

6. Page 15 states "The Contractor must acknowledge that is has received a summary of State Ethics Laws by submitting a signed receipt with its bid. See Attachments C and D hereto," although we do not see attachments C and D attached. Please advise if Attachments C and D will be provided separately.

The summary of State ethics laws attachments are available at this link:
<https://portal.ct.gov/-/media/ethics/guides/2021/contractors-guide-to-the-code-of-ethics-rev-11-2021.pdf>.

7. Also, there is no reference in the RFP to an Attachment *B*, and the form of contract is identified as *Appendix A*, not "Attachment A." Please confirm if what is labeled "Appendix A" is what is referred to as "Attachment A."

There is no reference to Attachment A in this RFP. Appendix A is the draft contract referred to in section 6.8.

8. Can you please confirm exactly what supplemental material is required (signed forms, etc.) in addition to the proposal, its cover letter, our certificate of insurance and the signed receipt for the Summary of State Ethics Laws? For example, on pages 17-19, you provide a list of state and federal laws and regulations with which we must agree to comply; in prior RFPs, some of the related forms have been required with the proposal submission, but it is not clear in this RFP if they are required with our 2024 proposal.

Submissions only need to submit those supplemental materials which are required in the CTSource portal, including OPM Form 1, the State of Connecticut Campaign Contribution Form. The OSC shall confirm receipt of those materials upon award to the successful firm(s) that may result from this bid.