## REQUEST FOR PROPOSALS (RFP)

BY

## THE STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT Connecticut's Insurance Exchange Planning Grant

## Addendum #2 February 14, 2011

## Questions and Answers Received Through Thursday, February 10, 2011

**Question 1:** If an applicant were to bid on the Planning Grant RFP, would the applicant be precluded from bidding on an RFP that may result from the findings of the planning work?

Answer 1: A successful applicant under the Planning Grant RFP shall be precluded from bidding on future RFP's that derive directly from the findings of the Planning Grant RFP work. However, applicants wishing to bid on future Exchange RFP's not derived directly from the findings of the Planning Grant RFP work, are subject to approval by the appropriate State authority.

**Question 2:** Can a State agency respond to the RFP?

Answer 2: A State agency is not precluded from submitting an application under this Request for Proposal (RFP). However, such State agency should consult their own State statutes, internal procedures and available resources to determine if they are capable to bid on RFPs issued by other State agencies.

**Question 3:** Item D of the RFP Procedures has conflicting information about the submission format of the letter of intent. Please indicate the intended method of receiving the letter of intent.

Answer 3: An Applicant may submit the letter of intent via email by attaching a PDF image of an original letter with signature. An Applicant may also submit the letter of intent via regular mail. The deadline for receipt of the letter of intent by the Official State Contact is the same regardless of the means of submission.

- Question 4: Section O of the RFP Conditions states that "The proposer accepts the State's Standard Contract Language". Section P of the RFP Conditions indicates that the contract may be amended only by means of a written instrument signed by the State, the proposer, and the Attorney General's office. Related to these items, please comment on the ability to make changes related to the following:
  - A. Section G requires the contractor to indemnify the State for any actions that arise for any reason, regardless of whether the cause had anything to do with the contractor's work. Would the State be willing to consider a modification that limits the indemnification to acts of gross negligence by the contractor?
  - B. Will the State consider allowing some form of dispute resolution language?
  - C. Will the State consider any form of limitations on liability?
- Answer 4: Typically, the Office of Policy and Management and the Office of the Attorney General do not allow modifications to be made to the State's existing Standard Contract Language. If any changes were to be made, they would be subject to the approval of the Office of the Attorney General.