



Request for Proposal – Human Resource-Compensation Study Consultant

July 26, 2019

Introduction

In accordance with its Procedures, the Connecticut Health and Educational Facilities Authority (the “Authority” or “CHEFA”) is requesting proposals from qualified firms interested in providing human resource-compensation study consulting services.

The Authority is a quasi-public state agency created in 1965 to provide access to the tax-exempt bond market for qualified nonprofit institutions in the State of Connecticut. As a conduit issuer, it issues bonds on behalf of eligible 501(c)(3) entities throughout the state. The Authority’s portfolio consists of 109 clients with a total of approximately \$8.5 billion of bonds outstanding consisting of primarily healthcare, higher education, private secondary schools, human service providers, early childhood education centers and cultural institutions. CHEFA operates with a staff of 19 full-time employees. Additional information on CHEFA can be found on its website, www.chefa.com.

The Authority has three subsidiaries (component units): the Connecticut Higher Education Supplemental Loan Authority (“CHESLA”), the Connecticut Student Loan Foundation (“CSLF”), and CHEFA Community Development Corporation (“CHEFA CDC”). CHESLA issues tax-exempt bonds for the purpose of making or refinancing student loans for individuals in or from the State. CHESLA operates with a staff of 3 full-time employees and has a Memorandum of Agreement with CHEFA for provision of support services. Additional information on CHESLA may be found on its website, www.chesla.org.

CSLF currently holds a portfolio of loans and bonds but does not offer new loans and has no employees. A third-party manages the administrative tasks related to CSLF and the financial records are managed by CHEFA. No services to CSLF are contemplated under this RFP.

CHEFA CDC was recently formed to operate as a Community Development Entity for purposes of providing financial assistance to qualified nonprofit entities in low-income communities located in Connecticut. No services to CHEFA CDC are contemplated under this RFP.

Proposal Schedule

Request for Proposal Issued by:	Friday, July 26, 2019
Questions are due no later than 3:00 p.m.	Friday August 9, 2019
Responses will be posted no later than 5:00 p.m.	Friday August 16, 2019
Proposals are due no later than 3:00 p.m.	Friday September 20, 2019
Notification of Interviews, if any, no later than the week of	Tuesday, October 1, 2019
Interviews, if necessary, with the CHEFA Human Resource Committee	Wednesday, October 16, 2019
Human Resource Committee Action/Selection no later than	Friday, November 1, 2019

Purpose

The Authority requests proposals from qualified individuals and firms to conduct a benchmark compensation study covering all positions, review CHEFA and CHESLA job descriptions and compensation structure, and develop a comprehensive compensation program for CHEFA and CHESLA

based on the review and analysis. All options for a compensation structure should be considered, including possible incentive compensation. The goal is to ensure that compensation for all positions is internally equitable and externally competitive, using a compensation structure that is appropriate for both organizations.

Additionally, the selected firm will conduct a staff satisfaction survey, analyze responses and summarize related conclusions and make recommendations to management.

Scope

The consultant shall develop recommendations for a compensation system based on the following:

1. Review of Job Descriptions

The consultant will be provided with all job descriptions for the organizations. Based on the job descriptions, the consultant will determine appropriate private and public sector benchmark comparisons also taking into consideration the corresponding essential functions, skills, abilities, education/experience, supervision received, etc. Employees should be interviewed, if necessary, to ensure accurate benchmarking.

2. Employee Benefits Review

Evaluate and comment on the quality, employee cost and level of the Authority's employee benefits package. (*Employees are **not** compensated by tax revenues of the State of Connecticut or a part of the State's benefit program.*)

3. Market Survey

The consultant shall perform a market salary survey of private and public sector benchmark comparisons similar in size, population, economic climate, proximity to a major city, etc. to the Authority which are selected by the consultant in consultation with the Authority. Such market survey should include the hours worked per week by employees in the various positions in those comparable communities in an effort to consider both internal and external equity. Compare all employee salaries to internal and external markets. We would also like the Authority compensation data to be broken down by gender and race to ensure equitable pay in each of these areas. Determine if there are compression or inequity problems with the Authority and make recommendations for the Authority to make improvements.

4. Compensation Schedule

Utilizing the market survey results and comparable job descriptions, conduct an overall review of the total compensation system. Identify potential pay compression and inequities internally and externally and provide recommendations to address. Review administration of current system and provide recommendations for improvement. Additionally, the consultant shall prepare a recommended compensation plan and salary schedule (ranges) to correspond to job classifications.

5. Financial Impact

Provide the financial impact of your recommendations for the Authority.

6. Additional Initiatives

a. Performance Review Process

The consultant shall review the current performance evaluation process and recommend a performance evaluation process that best meets organizational strategic objectives that may include optional (compensated or non-compensated) employee recognition programs. The recommendation should include all documentation and implementation process.

b. Employee Satisfaction Survey

The consultant shall conduct an anonymous employee satisfaction survey and provide management with conclusions and recommendations for future action.

c. Incentive Compensation Plan

The consultant shall assess and make a recommendation regarding the implementation of an incentive compensation plan. If recommended, provide optional detailed plans and implementation process. The incentive compensation program would be used to attract and retain qualified professionals and staff to drive the strategies of the Authority and each of its subsidiaries.

7. Turnaround Time

Upon the award of this Proposal, all work relating to a compensation study and recommendations of appropriate ranges shall be completed within 90 days from the executed contract.

Proposal Requirements

1. Please describe your company including:
 - a. Location and corporate structure (e.g., LLC);
 - b. Company history;
 - c. Key staff to be assigned to this account and their experience;
 - d. Total number of employees, diversity (women and minorities); and
 - e. Affirmative action policy.
2. Describe your client base and number of clients.
3. Please provide contact information for three (3) references for recent engagements in the New England region with a Scope of Services similar to the Scope of Services described in this RFP.
4. Please detail your approach and timeline for achieving the work described in the Scope of Services.
5. Please provide evidence of company insurance coverage.
6. Please disclose any criminal, civil litigation or administrative proceedings involving your firm or its employees during the last five years.
7. Are there any other lines of business conducted by your firm that could conflict with your service as a human resource-compensation study consultant to the Authority?
8. Please provide a detailed compensation proposal for the Scope of Services in this RFP.

Contractual Relationships with Quasi-Public Agencies

1. Penalty for False Statement (C.G.S. §1-126)

Any quasi-public agency, as defined in Section 1-120 of the General Statutes, shall require any application, agreement, financial statement, certificate or other writing submitted to such quasi-public agency with respect to any loan, mortgage, guarantee, investment, grant, lease, tax relief, bond

financing or other extension of credit or financial assistance made or provided by such quasi-public agency and that provides information on which the decision of such quasi-public agency was based, to be signed under penalty of false statement as provided in Section 53a-157b of the General Statutes. CHEFA requires that proposals in response hereto be provided on the same basis.

Include the following statement with your proposal:

“The information provided herein is submitted by the undersigned firm under penalty of false statement as provided in the Connecticut General Statutes, Section 53a-157b.”

2. Nondiscrimination Requirements (C.G.S. Sections 4a-60 and 4a-60a)

C.G.S. §§4a-60 and 4a-60a, as amended, require an entity or individual entering into a contract with the State or certain of its political subdivisions, including quasi-public agencies, to provide the contracting agency with a written affidavit, representation or other acceptable documentation that certifies the contractor’s compliance with the State’s nondiscrimination agreements and warranties set forth in C.G.S. §§4a-60 and 4a-60a and to periodically update such documentation. **Please refer to the form of the required certification attached as Exhibit A.**

3. Contract Language

By submitting a response to this RFP, a Proposer agrees to the inclusion of the language set forth in **Exhibit B** in any contract entered into with CHEFA in connection with this RFP.

4. Freedom of Information Act

The CHEFA is a “public agency” for purposes of the Connecticut Freedom of Information Act (“FOIA”). A proposal submitted in response to this RFP, and any files or documents associated with the proposal, including e-mails or other electronic files, will be public records and subject to disclosure under the FOIA. See C.G.S. §§1-200, et seq. The FOIA includes exemptions for, among other things, “trade secrets” and “commercial or financial information given in confidence, not required by statute.” See C.G.S. §1-210(b). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, all materials associated with this RFP are subject to the terms of the FOIA and all applicable rules, regulations and administrative decisions. If a proposer is interested in preserving the confidentiality of any part of their proposal, it will not be sufficient to state generally in the proposal that the proposal is proprietary or confidential in nature and therefore not subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a proposer believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with §1-210(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to the FOIA. Confidential information must be separated and isolated from other material in the proposal, labeled CONFIDENTIAL, and submitted in a separate PDF. All proposal materials not placed in a separate PDF clearly marked as confidential will not be treated as confidential and will be made available for public view upon receipt of a FOIA request. Proposers should not request that their entire proposal, nor the majority of the proposal, be confidential and the CHEFA reserves the right to reject any such proposal. The CHEFA has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the CHEFA or any of its officers, directors or employees have any liability for the disclosure of

documents or information in the CHEFA's possession where the CHEFA, or such officer, director or employee believes disclosure is required under the FOIA or other law.

Proposal Submission

The total length of the response, excluding the required exhibit referenced below, is limited to 10 pages. In addition, Exhibit A identified under CONTRACTUAL RELATIONSHIPS WITH QUASI-PUBLIC AGENCIES must be included with your submission. The Authority shall not be liable for any cost incurred in connection with responding to this proposal. Please submit a copy of your firm's response to this RFP via email by no later than **Friday, September 20, 2019 at 3 p.m.** in PDF format to the following individuals:

Jeanette Weldon jweldon@chefa.com
Executive Director

Michael Morris mmorris@chefa.com
Managing Director, Client Services

Denise Aguilera daguilera@chefa.com
General Counsel

Cynthia Peoples cpeoples@chefa.com
Managing Director, Operations & Finance

Debrah Galli dgalli@chefa.com
Manager of Administrative Services

The Authority reserves the following rights (without limitation or waiver):

1. To reject any or all proposals.
2. To conduct investigations or request further information relating to the qualifications of any or all respondents.
3. To supplement, modify or cancel this request for proposals without notice or substitution of another such request.
4. To reevaluate a proposal or selection if there are any changes in the substance of the proposal.
5. Accept a proposal based on consideration other than cost.
6. Negotiate with any firm in any manner deemed to be in the best interest of the Authority.
7. Interview any or all respondents (the costs associated therewith are the sole responsibility of the respondent).

Please direct any questions to Cynthia Peoples via email at cpeoples@chefa.com.



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Representation by Entity

For Contracts Valued at Less than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, valued at less than \$50,000 for each year of contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF ENTITY:

I, _____, of _____,
(Authorized Signatory) (Title) (Name of Entity)

an entity duly formed and existing under the laws of _____
(Name of State or Commonwealth)

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
(Name of Entity) (Name of Entity)

agrees to comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

(Authorized Signatory)

(Date)

(Printed Name)

EXHIBIT B

(a) CGS Section 4a-60. In accordance with Connecticut General Statutes Section 4a-60, as amended, and to the extent required by Connecticut law, [_____] (“CONTRACTOR”) agrees and warrants as follows: (1) in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by CONTRACTOR that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut and further to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, status as a veteran, ancestry, sex, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by CONTRACTOR that such disability prevents performance of the work involved; (2) in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the “CHRO”); (3) to provide each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding and each vendor with which CONTRACTOR has a contract or understanding, a notice to be provided by the CHRO advising the labor union or workers’ representative of the commitments of CONTRACTOR under Connecticut General Statutes Section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) to comply with each provision of Connecticut General Statutes Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) to provide the CHRO with such information requested by the CHRO, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of CONTRACTOR as relate to the provisions of Connecticut General Statutes Sections 4a-60 and 46a-56; and (6) to include provisions (1) through (5) of this section in every subcontract or purchase order entered into by CONTRACTOR in order to fulfill any obligation of this

Agreement, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CHRO and take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions in accordance with Connecticut General Statutes Section 4a-60.

(b) CGS Section 4a-60a. In accordance with Connecticut General Statutes Section 4a-60a, as amended, and to the extent required by Connecticut law, CONTRACTOR agrees and warrants as follows: (1) that in the performance of this Agreement, it will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) to provide each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding and each vendor with which CONTRACTOR has a contract or understanding, a notice to be provided by the CHRO advising the labor union or workers' representative of the commitments of CONTRACTOR under Connecticut General Statutes Section 4a-60a, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) to comply with each provision of Connecticut General Statutes Section 4a-60a and with each regulation or relevant order issued by the CHRO pursuant to Connecticut General Statutes Section 46a-56; (4) to provide the CHRO with such information requested by the CHRO, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of CONTRACTOR which relate to the provisions of Connecticut General Statutes Sections 4a-60a and 46a-56; and (5) to include provisions (1) through (4) of this section in every subcontract or purchase order entered into by CONTRACTOR in order to fulfill any obligation of this Agreement, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CHRO and take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions in accordance with Connecticut General Statutes Section 4a-60a.

(c) Required Nondiscrimination Submissions. CONTRACTOR agrees and warrants that (1) it has delivered to CHEFA an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate or company policy in the form attached as Attachment A hereto; (2) if there is a

change in the information contained in the most recently filed affidavit, CONTRACTOR will submit an updated affidavit not later than the earlier of the execution of a new contract with the state or a political subdivision of the state or thirty days after the effective date of such change; and (3) CONTRACTOR will deliver an affidavit to CHEFA annually, not later than fourteen days after the twelve-month anniversary of the most recently filed affidavit, stating that the affidavit on file with CHEFA is current and accurate.

(d) Other Required Submissions. CONTRACTOR agrees and warrants that (1) it has delivered to CHEFA (i) a Consulting Agreement Affidavit signed by a principal or key personnel of CONTRACTOR in the form attached as Attachment B hereto, and (ii) a Gift and Campaign Contribution Certification signed by an authorized official of CONTRACTOR in the form attached as Attachment C hereto; and (2) if there is a change in the information contained in the most recently filed Consulting Agreement Affidavit or the most recently filed Gift and Campaign Contribution Certification while this Agreement is in effect, CONTRACTOR will submit an updated affidavit or certification, as the case may be, not later than thirty days after the effective date of such change.

(e) SEEC Notice. This Agreement constitutes a “State Contract” as defined in Connecticut General Statutes Section 9-612(f)(1). For all such State contracts having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, CONTRACTOR’s authorized signatory on Attachment D hereto expressly acknowledges receipt of the States Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions and will inform its principals of the contents of the notice.