

LEGAL NOTICE

Request for Proposals for Services

The State of Connecticut, Office of Policy and Management, is seeking proposals to provide certain services related to collective bargaining agreements with State of Connecticut employee unions.

The intent of the request is to identify individuals or firms with the necessary expertise to assist with the development of coordinated bargaining strategies to use in negotiations with various State of Connecticut employee unions as well as participate in such negotiations within a stated timeframe.

The request for proposals is available online at <http://das.ct.gov/cr1.aspx?page=12> and www.ct.gov/opm/rfp or from Patricia Vasquez, Office of Policy and Management, Office of Labor Relations, 450 Capitol Ave., MS#53OLR, Hartford, Connecticut 06106-1379. E-mail: patricia.vasquez@ct.gov. Telephone (860) 418-6240, Fax (860) 418-6491. Deadline for response submission is 3:00 P.M., Friday, August 28, 2015.

TO BE PUBLISHED IN

- THE HARTFORD COURANT AND
THE NORTHEAST MINORITY NEWS
AND/OR THE NORTHEAST AGENT
- OPM WEBSITE
- DAS WEBSITE

REQUEST FOR PROPOSALS (RFP)
BY
THE STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
FOR
COLLECTIVE BARGAINING SERVICES

BACKGROUND

The State of Connecticut, Office of Policy and Management (hereinafter State) is seeking assistance with the development of coordinated bargaining strategies to use in negotiations with various State of Connecticut employee unions as well as participate in such negotiations. Such negotiations shall exclude health care and pension matters. The State may select more than one contractor. The selected contractor(s) shall work directly with the Undersecretary for Labor Relations.

In accordance with C.G.S. Sec. 4-65a, the Secretary of the Office of Policy and Management is the employer representative (1) in collective bargaining negotiations concerning changes to the state employees retirement system and health and welfare benefits, and (2) in all other matters involving collective bargaining, including negotiation and administration of all collective bargaining agreements and supplemental understandings between the state and the state employee unions concerning all executive branch employees except (A) employees of the Division of Criminal Justice, and (B) faculty and professional employees of boards of trustees of constituent units of the state system of higher education.

Collective bargaining is governed by Chapter 68 of the Connecticut General Statutes.

Collective bargaining matters are the responsibility of the Office of Labor relations (hereinafter OLR) in the Office of Policy and Management. In accordance with C.G.S. Sec. 4-65a, the Secretary of the Office of Policy and Management has designated the Undersecretary for Labor Relations, a member of his staff, to act as the employer representative in his place. Functions of OLR include: contract administration; handling of grievance hearings; representation of the State in grievance arbitration and hearings before the State Board of Labor Relations in prohibited practice complaints and petitions; representation of the State in mid-term bargaining; and training.

The State has labor contracts covering fourteen (14) employee bargaining units, of which twelve (12) labor contracts are scheduled to expire June 30, 2016. In addition, the Office of Policy and Management anticipates assisting the Board of Regents in negotiating contracts with their bargaining units.

OLR is responsible for contracts with the following units, covering approximately 45,000 employees:

NP-1	State Police
NP-2	Maintenance
NP-3	Administrative Clerical
NP-4	Corrections
NP-5	Protective Services
NP-6	ParaProfessional Health Care
NP-8	Correctional Supervisors
NP-9	State Police Lieutenants and Captains
P-1	Professional Health Care
P-2	Social and Human Services
P-3A	Educational Administrators
P-3B	Education Professional
P-4	Engineering, Scientific and Technical
P-5	Administrative and Residual

Additional information regarding OLR is available at http://www.ct.gov/opm/cwp/view.asp?a=2992&q=383224&opmNav_GID=1792.

SCOPE OF SERVICES

The selected contractor(s) shall perform the following services as assigned by the Undersecretary for Labor Relations. These services are authorized in accordance with C.G.S. Sections 4-8 and 4-65a.

(a) Assist the State in all phases of negotiation preparation, including training of the negotiation teams, gathering of pertinent information and developing proposals, and development of coordinated bargaining strategies to use in negotiations with the various State of Connecticut employee unions.

(b) Consult with and make recommendations to the State on all matters relating to State of Connecticut employee union collective bargaining issues.

(c) Coordinate, participate and represent the State in negotiating and/or engaging in collective bargaining meetings with the various State of Connecticut employee unions, with the approval of the State throughout the negotiation process, and with any and/or all parties necessary to carry out the services.

(d) Review, analyze, investigate and conduct research necessary to carry out the services.

(e) Provide technical expertise, representation and/or testimony in any ongoing labor relations actions arising out of the negotiations process. These include interest arbitration, prohibited practice charges, and grievances.

(f) Prepare, write and provide to State all documents and instruments, in electronic, magnetic, paper and any other form, which are necessary or appropriate to carry out said services.

(g) Perform all tasks in coordination with the State.

CONTRACT PERIOD

The State anticipates that the successful proposer(s) will commence work on or about Thursday, October 1, 2015 and continue until September 30, 2016. The contract may, upon mutual consent, be extended.

CONTRACTOR QUALIFICATIONS

Eligible proposers will be those consultants, companies, and institutions that have a demonstrated track record representing management in the development and negotiations of collective bargaining agreements.

SUBMISSION DEADLINE

The due date for proposals is 3:00 PM on Friday, August 28, 2015. Proposals must be received in the required packaging and labeling at the Office of Policy and Management, 450 Capitol Avenue, Hartford, CT 06106 (ATTN: Patricia Vasquez) not later than the deadline. Late submissions will not be accepted.

No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification of proposals may be required by the State at the proposer's sole cost and expense.

RFP PROCEDURES

A. *Official State Contact.* The State contact person for the purpose of this RFP is:

Patricia Vasquez
Executive Secretary
Office of Policy and Management
Office of Labor Relations
450 Capitol Avenue
MS#53 OLR
Hartford, Connecticut 06106-1379
TELEPHONE: 860 418-6240
FACSIMILE: 860 418-6491
E-MAIL: Patricia.Vasquez@ct.gov

All communications with the State regarding this RFP must be directed to the Official State Contact.

- B. *Proposer's Authorized Representative.* Proposers must designate an authorized representative and one (1) alternate. Provide the name, title, address, telephone and facsimile numbers, e-mail address, and normal working hours for each representative. This information must be submitted to the Official State Contact with the RFP submission.
- C. *Communications Notice.* All communications with the State or any person representing the State concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by proposers or their representatives may result in disqualification or other sanctions, or both.
- D. *Inquiry Procedures.* All questions regarding this RFP and submission requirements must be directed, in writing, to the Official State Contact by 3:00 PM on Friday, August 7, 2015. Proposers are required to limit their contact regarding this RFP to the person named herein. Written responses to all questions received will be posted to the Office of Policy and Management website at www.ct.gov/opm/rfp and the DAS website at <http://das.ct.gov/cr1.aspx?page=12> by 5:00 PM on Friday, August 14, 2015.
- E. *Resource Library.* The State wishes to provide proposers with access to current labor contracts and State Employee Bargaining Agent Coalition (SEBAC) agreements. The labor contracts are available at <http://www.ct.gov/opm/cwp/view.asp?a=2992&q=383228> and the SEBAC 11 agreement is available at <http://www.osc.ct.gov/empret/healthin/2011hcplan/SEBACAgree2011.pdf>.
- F. *Packaging and Labeling Requirements.* All proposals must be submitted in sealed envelopes or packages. All proposals must be addressed to the Official State Contact. The name and address of the proposer must appear in the upper left hand corner of

the envelope or package. An original (clearly identified as such) and five (5) copies of the proposal must be submitted. The proposal must be signed by the proposer. Unsigned proposals will be rejected. Proposals transmitted by facsimile may not be accepted or reviewed.

- G. *Proposals Due.* An original and five (5) copies as well as an electronic version of proposal in software compatible with Microsoft Word 7.0 must be received no later than 3:00 PM on Friday, August 28, 2015.
- H. *Minimum Submission Requirements.* Proposals must be (1) submitted before the deadline, (2) satisfy the packaging and labeling requirements, (3) follow the required format, (4) be complete, (5) include all required forms, and (6) be duly executed. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.
- I. *Selection Committee.* A Selection Committee comprised of State staff or other designees as deemed appropriate will evaluate qualified proposals submitted in response to this RFP and recommend finalists for consideration. The Selection Committee shall evaluate all proposals that meet the Minimum Submission Requirements.
- J. *Meetings with Proposers.* At its discretion, the State may convene meetings with proposers in order to gain a fuller understanding of the proposals. The meetings may involve demonstrations, interviews, presentations, or site visits. If the State decides meetings are warranted, the Official State Contact will contact proposers to make an appointment. Any such meetings are tentatively scheduled for the week of September 7, 2015.
- K. *Contractor Selection.* It is the State's intention to notify the successful proposer(s) by Monday, September 14, 2015 and to initiate this engagement as soon as possible thereafter.
- L. *Timeline.* The following timeline, up to and including the deadline for submitting proposals, shall be changed only by an amendment to this RFP. Dates after the submittal deadline are target dates only.

Friday, July 31, 2015	RFP Released
Friday, August 7, 2015, 3:00 PM	Deadline for Questions
Friday, August 14, 2015, 5:00 PM	Written Answers to Questions Released
Friday, August 28, 2015, 3:00 PM	Proposals Due
Week of September 7, 2015	Meetings with Proposers

Monday, September 14, 2015	Contractor(s) Selection
Monday, September 14, 2015	Start of Contract Negotiations
Thursday, October 1, 2015	Start of Contract

RFP CONDITIONS

All proposers must be willing to adhere to the following conditions and must positively state this in the proposal by completing the **OPM Vendor/Bidder Profile Sheet (OPM-A-15, June 2008)**.

- A. The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

- B. All proposals in response to this RFP are to be the sole property of the State. Proposers are encouraged **NOT** to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws. The Connecticut Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption. An example of an exemption is a "trade secret," as defined by Connecticut General Statutes Section 1-210(b)(5)(A). Confidential information must be separated and isolated from other material in the proposal and labeled **CONFIDENTIAL** and enclosed in a separate envelope.

If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, by specifically and clearly marking said documentation as **CONFIDENTIAL**, OPM will endeavor to keep said information confidential to the extent permitted by law. OPM, however, 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 pursuant to a FOIA request. As set forth below, 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 OPM or any of its staff have any liability for disclosure of documents or information in the possession of OPM which OPM or such staff believes to be required pursuant to the FOIA or other requirements of law.

IMPORTANT NOTE: If the information is not readily available to the public from other sources and the proposer submitting the information requests confidentiality, then the

information generally is considered to be “given in confidence.” A convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 1-210(b) of the Connecticut General Statutes shall be prepared by the proposer and shall accompany the proposal. The rationales and explanation shall be simply stated in terms of the prospective harm to the competitive position of the proposer that would result if the identified information were to be released, and you shall state the reasons why you believe the materials are legally exempt from release pursuant to Section 1-210(b) of the Connecticut General Statutes.

- C. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the State.
- D. Timing and sequence of events resulting from this RFP will ultimately be determined by the State.
- E. The proposer’s proposal shall remain valid for a period of 180 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- F. All proposed costs must be fixed through the period of the agreement. No cost submissions that are contingent on a State action will be accepted.
- G. The State may amend or cancel this RFP, prior to the due date and time, if the State deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's proposal not being considered.
- H. The personnel identified in the proposer’s response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the project must be approved by the State, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the State. At its discretion, the State may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the State.
- I. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- J. A proposer must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.

- K. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the State at the proposer's sole cost and expense.
- L. Proposers may be asked to give demonstrations, interviews, presentations or further explanation to the RFP Selection Committee.
- M. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that they did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the State participated directly in the proposer's proposal preparation.
- N. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- O. The proposer accepts the State's **Standard Contract Language**.
- P. This RFP is not an offer and neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the State and by the Attorney General's Office. The contract may be amended only by means of a written instrument signed by the State, the proposer, and the Attorney General's Office.
- Q. Pursuant to Connecticut General Statutes § 4a-81, bids or proposals for state contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a **Consulting Agreement Affidavit** attesting to whether any consulting agreement has been entered into in connection with the bid or proposal. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "consulting agreement" means any written or oral

agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.

- R. Pursuant to Connecticut General Statutes § 1-101qq, bids or proposals for a large state construction or procurement contract shall include an **Affirmation of Receipt of Summary of State Ethics Laws** affirming that the key employees of such proposer have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building. Furthermore, pursuant to Connecticut General Statutes § 1-101qq, the proposer shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. The proposer shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. The proposer shall supply such affirmations to OPM promptly.
- S. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. **See Exhibit A.**
- T. Effective October 1, 2013, **OPM Iran Certification Form 7** must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes.

OPM Iran Certification Form 7 must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.

REQUIRED FORMAT FOR PROPOSALS

All proposals must follow the required format and address all requirements listed in the prescribed order using the prescribed numbering system. Failure to follow the required format may result in disqualification of a proposal.

- Font Size: 12 pitch
- Margins: 1" minimum on the top, bottom, and sides of all pages
- Maximum number of pages: ten (10) not including Section 1, Table of Contents; Section 2, Proposer Information; Section 3d, Financial Condition; Section 3e, References; Section 5b, Resumes of Key Personnel; Section 7, Conflict of Interest; and Section 8, Affidavits.
- **DO NOT** use material dependant on color distinctions, animated electronics, etc. in submissions.
- Number of Copies: An original and five (5) copies of the proposal must be received no later than 3:00 PM on Friday, August 28, 2015.
- One (1) Electronic Version. Format: Microsoft Word 7.0 or compatible software.

Section 1 – TABLE OF CONTENTS

Proposers must include a Table of Contents that lists sections and subsections with page numbers that follow the organization and sequence for this proposal as required.

Section 2 – PROPOSER INFORMATION

Complete the following forms and include any other requested documentation that may pertain to your legal status. Unfortunately, the forms are redundant in certain areas, however, each form satisfies a solicitation/contracting requirement of the State, and the redundancy cannot be avoided at this time.

- a. **OPM Vendor/Bidder Profile Sheet (OPM-A-15, June 2008)**
- b. **Agency Vendor Form (SP-26NB)**
- c. **W-9** available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

- d. Contract Compliance Package:
- **Notification to Bidders Form**
 - **Bidder Contract Compliance Monitoring Report**

Section 3 - INDIVIDUAL OR ORGANIZATIONAL PROFILE

- a. *Qualifications.* Describe how your experience, education and training, or special knowledge, skills or abilities meet the required minimum qualifications of this RFP.
- b. *Summary of Relevant Experience.* Provide a listing of projects that the proposer has completed within the last three (3) years in the subject area with emphasis on activities relevant and related to the proposed project. Additionally, please list any contracts in the last three (3) years between the proposer and any agency of the State of Connecticut.
- c. *Organization Chart.* If the proposer is a firm or corporation, provide a diagram showing the hierarchical structure of functions and positions within the organization.
- d. *Financial Condition.* If the proposer is a firm or corporation, include the two (2) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If a proposer has been in business for less than two years, such proposer must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.
- e. *References.* Include three (3) letters of reference from recent clients. Provide the following information for each reference: name, title, name of company, company address, and telephone number.

Section 4 - STATEMENT OF WORK

- a. *Work Plan.* Provide a detailed, task-oriented breakdown for each activity/task specified in the Scope of Services. Proposers wishing to add activities/tasks to those specified in the Scope of Services must show the additions as separately numbered activities/tasks.
- b. *Methodologies.* Describe how each activity/task will be accomplished, providing a detailed explanation of the procedures or processes that will be used to attain the expected outcomes.
- c. *Deliverables.* List and describe the form and content of each deliverable (outcome). Include a description of the proposed method of working with the State, the resources or services requested of the State (if any), and the proposed method of receiving State approval of deliverables.

- d. *Schedule*. Include a proposed work schedule, by activity/task, indicating when each activity/task will be accomplished. Identify any significant milestones or deadlines. Include due dates for all deliverables.

Section 5 – PERSONNEL RESOURCES

- a. *Staffing Plan*. Identify the personnel resources that will be assigned to each activity/task delineated in the work plan above. State the proportion of time that personnel will allocate to each activity/task of the project. Include a job description for each title assigned to the personnel identified.
- b. *Key Personnel*. Identify the key personnel that will be assigned to this project. Attach resumes reflecting their qualifications and work experience in the subject area. [Note: The State must be notified in writing and in advance regarding the departure of any key personnel from the project.]

Section 6 - PROPOSED COST

Include a cost proposal using the required format (**see Attachment A – Collective Bargaining Services**). Any fee proposals must be valid for the entire duration of the contract. *Note: The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposed cost.*

Section 7 – CONFLICT OF INTEREST

Include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85.

SECTION 8 – AFFIDAVITS (Consulting Agreement, Summary of State Ethics Laws and Iran Certification)

Submit a **Consulting Agreement Affidavit** if the bid or proposal is for a state contract (only to be used with contracts for the purchase of goods and services) with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, attesting to whether any consulting agreement has been entered into in connection with the bid or proposal.

Submit an **Affirmation of Receipt of Summary of State Ethics Laws** if the bid or proposal is for a large state construction or procurement contract having a cost of \$500,000 or more for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut

General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

Submit an **OPM Iran Certification Form 7** with the bid or proposal, or if there was no bid process, with the resulting contract for any large state contract, as defined in section 4-250 of the Connecticut General Statutes, regardless of where the principal place of business is located.

Section 9 - ADDITIONAL DATA

Provide any additional information which the proposer wishes to bring to the attention of the State that is relevant to this RFP.

EVALUATION OF PROPOSALS

The following criteria shall be those utilized in the selection process. They are presented as a guide for the proposer in understanding the State's requirements and expectations for this project and are not necessarily presented in order of importance.

1. *PROPOSED WORK PLAN.* Emphasis will be on grasp of the problems involved, soundness of approach and the quality of the overall proposal including the proposer's ability to complete the activities/tasks and produce the necessary products within the required time frame.
2. *PROPOSED COST.*
3. *EXPERIENCE, EXPERTISE, AND CAPABILITIES.* Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed.
4. REFERENCES.
5. *DEMONSTRATED COMMITMENT TO AFFIRMATIVE ACTION:*
Regulations of Connecticut State Agencies Section 46a-68j-30(10) require an agency to consider the following factors when awarding a contract that is subject to contract compliance requirements:
 - (a) the proposer's success in implementing an affirmative action plan;
 - (b) the proposer'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 proposer's promise to develop and implement a successful affirmative action plan;
- (d) the proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (e) the proposer's promise to set aside a portion of the contract for legitimate minority business enterprises (**see Contract Compliance Package**).

RIGHTS RESERVED TO THE STATE

The State reserves the right to award in part, to reject any and all bids in whole or in part for misrepresentation or if the proposer is in default of any prior State contract, or if the bid or proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The State also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the State will be served.

The State reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.

EXHIBIT A

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes Section 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined below*):

Campaign Contribution and Solicitation Limitations

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

Contract Consequences

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other

political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for

(i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of

the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

ATTACHMENT A

**Cost Proposal
Collective Bargaining Services**

Compensation for hourly rates and additional costs will be subject to negotiation.

Hourly Rates:

Title	Hourly Rate

Please include and describe any additional costs anticipated:

Item	Unit Cost

Name of Proposer: _____

Name of Authorized Official: _____

Signature of Authorized Official: _____

Title of Authorized Official: _____

Date: _____