



RFP No.: 2018-01

Request for Proposals: Labor Relations

Due June 5, 2018 at 4:30 pm

The University of Connecticut ("University" or "UConn") is in the process of selecting firms to serve as outside legal counsel to provide consultation and representation in connection with on-call labor relations matters, including, but not limited to, negotiations, investigations, arbitration, prohibited practice charges and administration of collective bargaining agreements. Firms interested in providing legal services in *any* of the identified areas of law may submit a proposal. Selected firms will collaborate with, and work under the direction of, the Office of the General Counsel and the Office of Faculty and Staff Labor Relations.

Note: This solicitation process is separate and distinct from the solicitations for outside counsel by the Connecticut Attorney General's Office to represent UConn. For information on those solicitations, please go to the [Connecticut Attorney General's website](#).

Pursuant to the Board of Trustees' Selection of Outside Legal Counsel policy, the University is able to select outside, private legal counsel in connection with labor relations matters. This policy describes the method approved by the Board for the selection of outside counsel. To view the policy, please go to: <http://policy.uconn.edu/?p=2508>.

The University anticipates awarding multiple contracts in several areas of law to provide consultation and representation in connection with on-call labor relations matters. Firms awarded a contract pursuant to this RFP will be required to sign the University's Standard Legal Services Contract. For more information about the Standard Legal Services Contract please see Section 5 of the RFP.

Contracts awarded will be for an initial term of four years with the option to extend for up to three, one year terms, or parts thereof, for a maximum period of seven years.

At the University of Connecticut, our commitment to excellence is complemented by our commitment to building a culturally diverse community. We actively encourage minority, women-owned and disadvantaged businesses to apply.

BACKGROUND

UConn Storrs and the Regional Campuses

The University employs approximately 4,800 full-time and part-time faculty and staff at its main Storrs campus and the regional campuses. Approximately 90% of these employees are covered by a collective bargaining agreement. These employees are represented by various statewide (classified) unions, as well as the following unions specific to the University: the University of Connecticut Chapter of the American Association of University Professors (UConn-AAUP) (faculty, coaches and some other non-faculty titles) and

the University of Connecticut Professional Employees Association (UCPEA) (professional employees). In addition, the University employs more than 2,000 graduate assistants (GAs) at the Storrs and regional campuses. GAs are represented by the Graduate Employee Union (GEU). Additional demographic information about UConn and the composition of its workforce can be found [here](#).

Negotiations of the current collective bargaining agreements with the UConn-AAUP and UCPEA were completed in 2017, and the agreements expire June 30, 2021. Negotiations for a successor contract with the GEU were recently completed and have been submitted to the legislature for approval. If approved, the GEU agreement will expire June 30, 2022. Current collective bargaining agreements can be found [on the Office Faculty and Staff Labor Relations website](#).

UConn Health

UConn Health employs approximately 5,000 full-time and part-time faculty and staff. Approximately 94% of these employees are covered by a collective bargaining agreement. These employees are represented by various statewide (classified) unions, as well as the following unions specific to the UConn Health: the University of Connecticut Health Center Chapter of the American Association of University Professors (UCH-AAUP) (faculty) and the University Health Professionals (UHP) (professional employees).

Negotiations of the current collective bargaining agreements with the UCH-AAUP and UHP were completed in 2017, and the agreements expire June 30, 2021. Current collective bargaining agreements can be found [on the UConn Health website](#).

SCOPE OF SERVICES

The University is seeking firms to provide consultation and representation in connection with on-call labor relations matters including, but not limited to the following areas of law: negotiations; investigations; arbitration; prohibited practice charges; and administration of collective bargaining agreements. Representation would primarily pertain to unions specific to UConn (UConn-AAUP, UCPEA and GEU) and/or UConn Health (UCH-AAUP and UHP).

Firms interested in providing legal services should possess the following requisite expertise:

1. For Firms interested in providing **labor negotiations** legal services: expertise with all phases of negotiations, including, but not limited to, preparation for bargaining, acting as lead negotiator or spokesperson for the University's bargaining team, and/or any ongoing labor relations actions which may arise out of the negotiating process or during negotiations. Note: The scope of potential work pertains to matters which may be negotiated during the life of the current collective bargaining agreements. UConn is not looking for counsel to represent it in negotiations with any of its bargaining units of a successor contract at the expiration of current agreements.
2. For Firms interested in providing **investigations** legal services: expertise in conducting investigations, including, but not limited to, into issues of alleged harassment, work environment concerns, and employee misconduct.

3. For Firms interested in providing **arbitration** legal services: expertise in representing employers in arbitrations pursuant to collective bargaining agreements, including matters of contract interpretation and employee discipline and discharge.
4. For Firms interested in providing **prohibited practices** legal services: expertise in advising employers on labor matters under the State Employee Relations Act (SERA), up to and including representing employers in proceedings before the Connecticut State Board of Labor Relations.
5. For Firms interested in providing **labor contract administration** legal services: expertise in advising employers on administration of collective bargaining agreements, including, but not limited to, contract interpretation, grievance handling, and employee discipline, and discharge.

SUBMISSION REQUIREMENTS

If your firm would like to be considered for selection, please provide five hard copies and one electronic copy of your proposal in the format of a written report. Each proposal should be prepared using 8.5" x 11" paper, 1" margins, a font no smaller than twelve point and presented in simple three-ring binders. Tabs must be used to separate each area of law a firm is submitting a proposal for.

Proposals should be divided into five sections and, at a minimum, include the following:

Section 1: Introduction. *(Maximum of one page)*

A brief introduction that includes:

1. An overview of the firm and description of the firm's:
 - a. business structure;
 - b. office locations; and
 - c. total number of partners and associates broken down by office.

Section 2: Overview. *(Maximum of three pages)*

1. Identify the principal contact attorney.
2. List names of individual attorneys who would be assigned to provide the proposed services and include each attorney's years of practice in the specific area law the attorney will provide services. Include a copy of each listed attorney's full biography at the end of your section two response.
3. Provide a description of any past or present assignments or relationships that your firm has or may have that may constitute or create the appearance of impropriety or constituting a conflict of interest in serving as counsel to the University. Be sure to include assignments or relationships that were, are or could, in the future, be adverse:
 - a. to the University in any dispute (e.g., mediation, arbitration or litigation);
 - b. a Connecticut State Agency in any dispute (e.g., mediation, arbitration or litigation);
 - c. to any institute of higher education in any matter where the position advocated may be contrary to the interests of the University; or
 - d. to the University in any non-disputed matter (including commercial transactions).

All potential conflicts, or the appearances of a conflict, will be given careful consideration. Matters that fall under Section 3(a) will be given more weight than matters under Section 3(b), which in turn, will be

given more weight than matters under Section 3(c). Matters under Section 3(d) will be given the least amount of weight.

If appropriate, you may describe a proposed strategy for avoiding or mitigating these matters.

Note: Successful Firms will be required to perform a detailed conflict of interest check prior to performing any services for the University and shall have reported the results to the General Counsel.

Section 3: Services Proposal. (Maximum of three pages per area of law)

1. Provide a description of the firm's experience and expertise in the representation of public employers, colleges/universities (identifying and distinguishing between public and private institutions), and academic medical centers. Direct relevant experience, experience negotiating and administering labor agreements with unions representing academic and non-academic personnel in a higher education setting and/or in an academic medical center will be a positive factor.
2. Provide the following information for each area of law your firm is submitting.
 - a. *Labor Negotiations.* If your firm is submitting for the Labor Negotiations area of law, provide a description of the firm's experience and expertise negotiating labor agreements with:
 - i. unions representing faculty at an institute of higher education and/or an academic medical center;
 - ii. unions representing professional staff at an institute of higher education and/or an academic medical center;
 - iii. unions representing graduate assistants;
 - iv. public sector labor unions in Connecticut;
 - b. *Investigations.* If your firm is submitting for the Investigations area of law, provide a description of the firm's experience and expertise conducting employment-related investigations at:
 - i. an institute of higher education and/or an academic medical center;
 - ii. Connecticut state agencies;
 - c. *Arbitration.* If your firm is submitting for the Arbitration area of law, provide a description of the firm's experience and expertise in arbitrations, conducted pursuant to a collective bargaining agreements, representing:
 - i. institutes of higher education and/or an academic medical centers, as the employer, in matters of (1) contract interpretation, (2) employee discipline/employee discharge; or (3) other labor-related issues;
 - ii. Connecticut state agencies, as the employer, in matters of (1) contract interpretation, (2) employee discipline/ discharge; or (3) other labor related issues;
 - d. *Prohibited Practices.* If your firm is submitting for the Prohibited Practices area of law, provide a description of the firm's experience and expertise in advising employers on labor matters under the Connecticut State Employee Relations Act (SERA), up to and including representing employers in proceedings before the Connecticut State Board of Labor Relations.

- e. *Labor Contract Administration.* If your firm is submitting for the Labor Contract Administration area of law, provide a description of the firm's experience and expertise administrating labor agreements with:
 - i. unions representing faculty at an institute of higher education and/or an academic medical center;
 - ii. unions representing professional staff at an institute of higher education and/or an academic medical center;
 - iii. unions representing graduate assistants;
 - iv. public sector labor unions in Connecticut;

3. Describe any other experience which you believe is relevant to this RFP and the reasons why.
4. Identify the primary attorneys who would work with the University under the contract in each area of law your firm is submitting. Describe their relevant experience and their anticipated role in representing the University.
5. The name and contact information of three client references for whom you have performed services reasonably comparable to those sought in each area of law your firm is submitting. The same client can be used as a reference for more than one area of law.

Section 4: Fee Proposal. (*Maximum of one page per area of law*)

If your proposal is for more than one area of law, please provide a separate fee schedule for each area of law your firm is submitting. No fee schedule should exceed one page.

Your firm's fee schedule should include:

1. Confirmation that the firm will be able to utilize electronic billing systems and e-signature if required by UConn. Indicate what digital formats the firm could readily use in providing detailed billing information to UConn.
2. An acknowledgment that the rates will be valid for the entire duration of the contract, including any extensions.
3. List hourly rate by position. Indicate whether the proposed rate is a discount from your commercial rate and, if so, the value of the discount.
4. If your firm is doing other work for UConn or other public sector entities, indicate how the rates proposed compare to the rates for those other matters.

Section 5: Required Contract and Proposed Revisions.

Selected firms will be required to sign the University's Standard Legal Services Contract. Each selected firm must agree to all mandatory state terms and conditions. A copy of the contract may be found here: <https://generalcounsel.uconn.edu/wp-content/uploads/sites/838/2018/05/Prof-Services-Agreement-for-Labor-Relations-Template.pdf>.

If a firm takes exception to any provision(s) in the standard contract, the firm must note which provision(s) it takes exception to by identifying said provision(s) and proposing alternate language. This should be completed by using the comments and track changes tools in the word version of the contract provide through the above said link.

If a firm's proposed alternative language has been included in a prior legal services contract with UConn, the Office of the Attorney General or another Connecticut state agency in the past, a copy of the contract should be attached and the relevant sections highlight.

Exceptions raised by a firm may, at the University's option, be grounds for rejection of the proposal.

Firms that fail to note their exception(s) to the contract in their proposal will be deemed to have accepted the University's Standard Legal Services Contract "as is."

Questions

Any potential respondent with questions regarding this RFP may submit their written questions by email to GeneralCounsel@UConn.edu. Please use as the subject line "**Labor Relations Counsel RFP Question – [topic]**." Questions will not be answered individually but answers will be posted. We will not identify the firm asking the question. **Questions must be submitted by noon, May 24, 2018**, Answers to all substantive questions will be posted on the General Counsel website no later than May 26, 2018.

Submittal

All responses to this RFP must be received by the University no later than June 5, 2018 at 4:30p.m.

Responses should be delivered by Mail or Courier (proposals may not be emailed or faxed) and addressed to:

General Counsel, University of Connecticut
Attn: Gail Metsack, Paralegal
343 Mansfield Road, Unit 1177
Storrs, CT, 06269-1177

Evaluation and Selection Process

This RFP constitutes on an invitation to submit proposals and is not a request for competitive bids for service. The University makes no representation that any firm responding to this RFP will be selected or that a contract will be awarded.

The University may select firms, in one or more areas of law identified in their proposal, based solely on their written submissions or elect to select firms for further consideration.

Firms selected for further consideration will be required to make a presentation The University may select a firm for further consideration in one or more areas of law identified in their proposal.

In the event that the University decides to hold presentations, selected firms will be notified during the week of June 11, 2018. Presentation will take place during the week of June 18, 2018. Selected firms **must be available to present the week of June 18, 2018 and able to travel to the University of Connecticut Storrs campus.**

Expense, Ownership and Disposition

University shall not be responsible in any manner for the costs associated with the preparation or submission of the proposals in response to this RFP. All proposals, including plans, photos and narrative material, shall become the property of University upon receipt. The University shall be free to use as its own, without payment of any kind or liability therefore, any idea, concept, scheme, suggestion or plan received during this proposal process.

Right of Rejection

University reserves the right to reject any or all proposals, to waive any informality in such proposals, or to not award any contract. The receipt of proposals by University shall not, in any way, obligate University to enter into any contract with any proposer. All submitted copies of all proposals shall become the property of University.

University Reservations

1. Submission of a proposal to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein.
2. University reserves the right to revise this RFP prior to the deadline for final submission of written proposals.
3. University reserves the right to extend the deadline for submission. Firms will have the right to revise their proposal in the event the deadline is extended.
4. Late responses will not be considered. University, in its sole discretion, reserves the right to determine the timeliness of all proposals submitted.
5. University reserves the right to waive any informality in the process when to do so is in the best interest of University.
6. University reserves the right to withdraw this RFP at any time without prior notice and the right to reject any and all proposals.
7. University reserves the right to request new proposals from one or more of the proposing firms.
8. University makes no representation that any contract will be awarded to any firm responding to this RFP.
9. University reserves the right to verify the information in any submitted proposals.
10. All costs of response preparation shall be borne by the proposer. University shall not, in any event, be liable for any pre-contractual expenses incurred by the proposer in the preparation and/or submission of the response, subsequent presentation or negotiations.
11. Responses and the offers contained in a firm's proposal shall remain valid for a period of 120 days from the date of receipt.
12. This RFP and any response, or any parts thereof, may be incorporated into and made a part of the final contract.

13. University reserves the right to further negotiate the terms and conditions of the contract. The final contract offer of University may contain additional terms or terms different from those set forth herein.

Thank you,

Nicole F. Gelston, Interim General Counsel