



CONNECTICUT STATE
COLLEGES & UNIVERSITIES
BOARD OF REGENTS FOR HIGHER EDUCATION

RFP-BOR-125
Consolidated Classification and Compensation Structure Study
Bid Due Date May 7, 2013 2:00 pm

The Connecticut Board of Regents for Higher Education (BOR) seeks proposals from experienced and qualified firms to provide a comprehensive classification and compensation structure for 300 plus non-union employees located in the institutions and administrative offices under the governance of the BOR.

SCOPE OF SERVICES

I. Background

Since January 1, 2012, the Connecticut Board of Regents for Higher Education (BOR) is designated by statute as the exclusive governing body of the Connecticut State Colleges & Universities (ConnSCU). ConnSCU consists of the state's four regional universities, twelve community colleges, and one on-line institution. Prior to the BOR's establishment, these institutions had been governed by separate boards of trustees as had the Department of Higher Education (DHE), with some DHE personnel and responsibilities also included within this consolidation. The nineteen member BOR employs a President who, in turn, is responsible for staffing ConnSCU's central administrative office located in Hartford.

ConnSCU's workforce of approximately 5,500 faculty, salaried, and hourly employees are organized into seven vertical bargaining units represented by four different unions with which the BOR contracts directly. However, within this workforce are approximately 300 non-represented employees stationed at the central administrative office and all campuses. This group consists largely of traditional management and confidential employees, but also includes a

small number of workers who, historically, have not been covered by the terms of a collective bargaining agreement. There are no faculty members within this cohort. These approximately 300 non-represented employees are the subject of this Request for Proposal (RFP).

II Classification and Compensation Structure

Since assuming sole responsibility for governing ConnSCU, the BOR has been following the classification and compensation structures established for non-represented employees by their four legacy governing boards: (1) the Board of Trustees for the Connecticut State University System; (2) the Board of Trustees for the Community-Technical College System; (3) the State Board for Academic Awards (a.k.a. Charter Oak State College); and (4) the Board of Governors for Higher Education. These classification and compensation structures are different from one another; for example, each has its own pay line, salary grades, job classifications, and position descriptions. Within the Community-Technical College System, there are two different compensation and classification systems that reflect the merger of these two systems in 1989. Notwithstanding these variations within ConnSCU, the five structures are united in their use of the Willis Point Factor Instrument (PFI).

III Desired Skills and Expertise

The BOR is issuing this RFP for the purpose of retaining a contractor with the skill, experience, and ability to design a single, consolidated classification and compensation structure for its non-represented employees. At a minimum, submissions should contain (1) biographies of the staff members the contractor intends to assign to this project; (2) the contractor's experience in completing engagements of similar scope and complexity; (3) a description of the contractor's familiarity with PFI classification systems; (4) a description of the contractor's experience in conducting labor market salary studies; and (5) a description of the contractor's history in performing consulting assignments impacting higher education employees in the public sector.

Project Objective

The BOR does not intend to install a new, "out of the box" classification and compensation structure but, rather, it seeks to consolidate the disparate elements currently in place for the purpose of creating a coherent, workable whole that is consistent with current classification and compensation principles, theories, and practices.

IV Deliverables

General Description. The selected contractor is to produce a comprehensive structure that will draw upon the most strategic and high value elements contained in the five existing programs.

Detailed Description. The specific deliverable required by this RFP is a single classification and compensation structure for application to the BOR's approximately 300 non-represented employees containing the following elements:

- Utilization of the Willis PFI.
- Common pay line.
- Common salary grades.
- Common class specifications and job descriptions.
- Methodology for cross-walking incumbent employees from existing to successor class specifications, job descriptions and salary grades.
- Implementation plan and schedule.
- Rules and procedures governing the administration of the successor classification and compensation structure to address such traditional matters as initial salary placement, promotion, and reclassification.
- Training for in-house human resources staff on the maintenance of the successor classification and compensation program. The training program proposed may be in-person, on-line, or other format as long as it fulfills the objective of successfully transferring requisite knowledge to the in-house human resources staff.

V Fees and Expenses

Proposals should express professional fees in hourly rates, and quoted in a "not to exceed" format for the entire project. Proposals should also contain a good faith estimate of expenses associated with this project, which are to be billed and paid on an incurred basis, and capped at 10 percent of the contractor's "not to exceed" professional fees.

a. A preference will be given to proposals that suppress cost by utilizing ConnSCU's in-house expertise in completing certain project tasks. Professional human resources staff members are located at the central office and all seventeen campuses and available to perform such assignments as collecting and analyzing salary data, conducting desk audits as needed, drafting and revising job classifications and position descriptions.

VI Timeline

Contractor selected by the BOR should be prepared to commence work on or about June 1, 2013 and complete this project's deliverables on or before September 3, 2013.

VII. Submission of Questions

Proposers may submit questions or requests for clarification in writing or by email. The deadline for submission of questions is April 17, 2013. No phone or verbal questions will be entertained. All questions and answers, clarifications, or corrections will be assembled and distributed to all interested parties as soon as possible through an addendum via the State of Connecticut's Department of Administrative Services Contracting Portal (www.das.state.ct.us) or the BOR website www.ct.edu/about/rfp. Proposer must acknowledge receipt of all addenda. It shall be the responsibility of prospective Proposers and interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

Questions must be submitted in written form to:

Terry O'Brien,
Contract Compliance Officer
Connecticut State Board of Regents
39 Woodland Street
Hartford, CT 06105

Questions submitted by email must be sent to:

obrient@ct.edu

Late, faxed or electronic forms of proposals are not acceptable and will be rejected..

It is not responsible for any delays by the U.S. mail or any expedited carrier.

VIII. Addenda to this RFP

If it becomes necessary to revise any part of this RFP, the BOR may issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and posted at www.das.state.ct.us and the BOR website www.ct.edu/about/rfp . It shall be the responsibility of prospective contractors and other interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP. No addenda shall be issued later than three days prior to the date established for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or canceling the RFP.

IX. Submission of Proposal

One (1) original and five (5) copies of proposal shall be submitted prior to 2:00pm local time on April 26, 2012. Please mark the outside of your sealed proposal with the RFP number[BOR-125] and Title [Consolidated Classification & Compensation]

Proposals should be sent to the attention of:

Terry O'Brien
Contract Compliance Officer
Connecticut State Board of Regents
39 Woodland Street
Hartford, CT 06105

X. Administrative Overview

a) Introduction

This is a Request for Proposals (RFP) issued by Connecticut Board of Regents for Higher Education (hereinafter BOR) seeking proposals for a comprehensive classification and compensation structure for the institutions comprising ConnSCU.

b) Authority

This RFP is issued under the provisions of the Connecticut General Statute's 4a-52a and 10a-151b.

c) Right to Withhold Awarding of Contract

Proposers are advised that the BOR reserves the right not to award a contract resulting from this solicitation.

d) Final Contract

The BOR shall not be responsible for work done, even in good faith, prior to execution of a contract for the required services.

e) Inspection of Proposals and Confidential Information

Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties. Information marked as "confidential" in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.

The BOR treats Proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information, which it believes is exempt from disclosure under the Act that respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the BOR assumes no liability for any loss or damage which may result from the disclosure at any time of any information provided by the respondent in connection with their proposal.

f) Contract Invalidation

If any provision in a resulting contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

g) Term of Contract

The term of any subsequent agreement shall be from execution through September 30, 2013 with an option to extend if the BOR so desires....

h) Fees

All fees and costs quoted herein shall remain firm for the entire contract term.

i) RFP Terms and Conditions

All proposals submitted under this RFP shall remain in effect for a period of one hundred twenty (120) days following the closing date to allow time for evaluation, approval and award.

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The failure of any respondent to receive or examine any contract, document, form, addenda or to acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of BOR's intent to incorporate such terms and conditions into any subsequent contract or Purchase Order.

j) Advertising

In submitting a proposal, the Proposer agrees, unless specifically authorized in writing by an authorized representative of the BOR on a case by case basis, that it shall have no right to use, and shall not use, the names of the Universities, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University

k) Immunity from Liability

Every person who is a party to this agreement is hereby notified and agrees that the BOR is immune from liability and suit for or from proposer's activities involving third parties and arising from any contract resulting from this Request for Proposal.

l) Prevailing Law

The terms and provisions of this Request for Proposal, and any ensuing contract, shall be governed by and construed in accordance with the laws of the State of Connecticut. Full compliance with these terms is mandatory and a requirement of this request for proposal.

m) Contract Termination for Cause

The BOR may terminate any resulting contract for cause by providing a Notice to Cure to the appropriate Firm citing the instances of noncompliance with the contract.

- 1) The Firm shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- 2) If the Firm and the BOR reach an agreed upon solution, the Firm shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- 3) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Firm, the BOR reserves the right to terminate the agreement.

XI. General Instructions to Vendors:

Proposers who are furnished a copy of this RFP are requested to submit a receipt of acknowledgement (page22) as soon as possible, to ensure timely receipt of potential corrections or cancellations.

RFP responses must be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the bid is due. The Proposer's name and address must appear on the envelope.

Any proposal submitted must include termination procedures, if either the contractor or the BOR determine that termination becomes necessary for reasons including but not limited to failure to perform.

The State of Connecticut is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal government and/or the State of Connecticut. Such taxes must not be included in prices.

The proposal must be signed by an authorized official. The proposal must also provide the name, title, address and telephone number for individuals with authority to negotiate and contractually bind the company or individuals. Please provide the name and number of the person to contact for the purpose of clarifying the contract.

The BOR requires that all bidders disclose any debarment or litigation in any state involving any of the services performed by your firm that are required within this RFP. Any disclosure will be considered in the evaluation process, but a non-disclosure will result in the rejection of your bid.

The BOR requires that bidders meet the requirements of the RFP.

SEEC Requirements

All bidders are required to comply with the requirements outlined below and contained within SEEC form 11.

“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 or response to the State’s solicitation expressly acknowledges receipt of the State Election 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.”

XII. Conditions:

Any prospective contractor must be willing to adhere to the following conditions and must positively state them in the proposal:

1. The State reserves the right to accept or reject any or all proposals or parts thereof submitted for consideration. All proposals will be kept sealed and safe until the date, time and place of public opening.
2. Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
3. All proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of section 1-210 of the Connecticut General Statutes. (Re: Freedom of Information).
4. Any services, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be sole property of the State of Connecticut unless stated otherwise in the RFP or contract.
5. All data collected by the contractor shall remain the sole property of Connecticut State University System. Contractor is specifically barred from retaining and/or sharing any information obtained from this project, and acknowledges such in the proposal.
6. Any proposal must be valid for a period of 120 days from the due date.
7. Any alleged oral agreement or arrangement made by a firm with the BOR or any employee will be superseded by the written agreement.
8. BOR reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interests of BOR
9. BOR reserves the right to reject the proposal of any firm which is in default of any prior contract or for misrepresentation.
10. BOR reserves the right to correct inaccurate awards resulting from its clerical errors.

11. Proposals are subject to rejection in whole or part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
 12. A vendor, if requested, 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.
 13. The BOR reserves the right to negotiate with any firm or firms, prior to award of this RFP as it deems in its best interest. Such negotiations will be a part of the final contract awarded under this RFP. The BOR also reserves the right to ask for additional clarification when it deems it necessary. The bidder is responsible for any cost incurred by any request for clarification.
 14. By responding, the vendor implicitly states that the proposal is not made in connection with any competing vendor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the vendor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the BOR participated directly or indirectly in the vendor's proposal preparation.
 15. *Vendor shall bear all costs associated with Vendor's response to this request for proposal including the costs of any presentations and/or demonstrations (if any).*
16. The State reserves the right to award in part, to reject any and all Proposals in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served. The BOR may make multiple vendor awards under this RFP.

XII. Evaluation of Proposals:

Each proposal will be evaluated against the following criteria, to determine which vendor or vendors are most capable of meeting and implementing the RFPs requirements.

1. Qualifications and Experience

- Prior Experience including References.
- Qualifications of staff and dedicated agent or primary point of contact.
- Current clients list.
- General qualifications and experience as they relate to compliance with Federal and State statutes and regulations, including Ethics

2. Proposed Solution

- Vendor's ability to establish confidence that their proposal will meet the expectations and

the requirements described herein.

- Demonstrated ability to provide the required services.
- Any supplemental services that may be of benefit.
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3. Pricing

- Cost of the solution proposed.
- Cost of supplemental or additional services.
- Discounts available.

4. RFP Completeness

All information, forms, and documents requested in this RFP must be completed and submitted with RFP submission.

XIII. Terms and Conditions of the Contract

After an evaluation of all proposals the successful bidder and the BOR shall enter into an Agreement for the services outlined within this RFP governed by the Laws and Statutes of the State of Connecticut including the terms and conditions contained below.

These terms and conditions are not subject to any changes or modifications.

TERMS/CONDITIONS

EXECUTIVE ORDERS Nos. 3, 17, 16, and 7C:

Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the list pricing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971,

concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the BOR shall provide a copy of these orders to the Contractor.

NON-DISCRIMINATION

1. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental

Disorders", or a record of or regarding a person as having one or more such disorders;

- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such 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 the Contractor further agrees to take affirmative action to insure 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, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the

Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(f) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor 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) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

- (h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

CAMPAIGN CONTRIBUTION RESTRICTIONS

On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000.00 or more, or a combination or series of such agreements or contracts having a value of \$100,000.00 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, which is set forth below, and will inform its principals of the contents of the notice. See SEEC Form 11 (reproduced and inserted below).



SEEC FORM 11

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §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.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “Lobbyist/Contractor Limitations.”

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 the 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.

X INSURANCE

The contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.

XI STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

XII Rights Reserved to Board of Regents

The BOR reserves the right to award in part, to reject any and all proposals, in whole or in part, and to waive technical defects, irregularities and omissions if, in the judgment, the best interest of the BOR will be served. In addition, the BOR reserves the right to negotiate with any potential vendor it deems in its best interest.

XIII Required Forms and Affidavits [To be included in RFP submittal]

- 1) BO1 p.24**
- 2) Gift & Campaign Contribution Form 1 (p.25-26)**
- 3) Consulting Agreement Form 5 (p.27)**
- 4) Non-discrimination Form C (p.28)**

XIV CHECK LIST

- 1. The form BO-1 has been signed by a duly authorized representative of the Company.**
- 2. The prices offered have been reviewed and verified.**
- 3. The price extensions and totals have been checked. (unit price will prevail in a discrepancy)**
- 4. The payment terms are net 45 days. Net terms for periods less than 30 days may result in bid rejection. (discounts for prompt payment are allowable).**
- 5. Any technical or descriptive literature, drawings or samples required have been included.**
- 6. Any addenda to the Request For Proposal have been signed and included.**

____ 7. The envelope has been addressed to: Terry. O'Brien
Board of Regents
39 Woodland Street
Hartford CT 06105-2337

____ 8. The envelope has been clearly marked with the RFP number and opening date.

____ 9. Clearly mark the original from the copies submitted.

____ 10. Proposal must be received on or before 2:00 PM on the Due Date. No late exceptions.

RETURN THIS FORM IMMEDIATELY!

Acknowledgment: Receipt of Request-For-Proposal Documents

Bid Number: BOR- 125 Due Date 05/07/ 2013 2:00PM

Title: Consolidated Classification and Compensation Structure Study

Please take a moment to acknowledge receipt of the attached RFP documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit a proposal.

Date Issued: 04/01/2013

Date received? ____/____/____

Do you plan to submit a proposal? Yes____ No____

Print or type the following information:

Company name: _____

Address: _____

City or Town: _____

Phone: _____

Fax: _____

Received by: _____

E-Mail _____

**Note: Faxed acknowledgments FAX (860)493-0006
Email obrient@ct.edu
A cover sheet is NOT necessary.**

**CONTRACT
PROPOSAL**
Please read
carefully



BOR- System Office
Finance Department
39 Woodland Street
Hartford, CT 06105-2337

<p>THIS FORM AND REQUIRED PROPOSAL SCHEDULE MUST BE RETURNED</p>

BO-1

RFP NUMBER BOR-125	DATE OF OPENING May 7 2013	TIME OF OPENING 2:00 PM Local Time	AMOUNT OF SURETY (if required) - None -	DATE ISSUED 04/01/2013
COMMODITY CLASS/SUBCLASS AND DESCRIPTION Consolidated Classification & Compensation			BIDDERS CONFERENCE: NONE	
DIRECT ALL QUESTIONS TO: Terry O'Brien		TELEPHONE: (860) 493-0023		
FOR Board of Regents for Higher Education		CONTRACT PERIOD OR DATE REQUIRED Per the attached requirements		

REQUEST FOR PROPOSAL

Pursuant to the provisions of Sections 10a-151b and 4-217 of the General Statutes of Connecticut as amended. SEALED PROPOSALS WILL BE RECEIVED by the Finance Department of the Connecticut State University ("CSU") for furnishing the services herein listed.

AFFIRMATION OF PROPOSER

The undersigned affirms and declares:

- That this proposal is executed and signed with full knowledge and acceptance of the provisions of the laws of the State of Connecticut, and the terms and conditions listed herein.
- That should any part of this proposal be accepted in writing by CSU within one hundred twenty (120) calendar days from the date of opening unless an earlier date of acceptance is specified in proposal schedule, said proposer will furnish and deliver the services for which this proposal is made, at the rates offered and fee schedule proposed, and in compliance with the provisions listed herein. Should award of any part of this proposal be delayed beyond the period of one hundred twenty (120) days or an earlier date specified in proposal schedule, such award shall be conditioned upon proposer's acceptance.

PROPOSAL. The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the services to Connecticut State University at the prices bid therein.

SIGNATURE WHEN PROPOSER IS AN INDIVIDUAL	TYPE OR PRINT NAME OF INDIVIDUAL		DOING BUSINESS AS (Trade Name)					
	BUSINESS ADDRESS	STREET	CITY	STATE	ZIP CODE			
	WRITTEN SIGNATURE OF INDIVIDUAL SIGNING THIS PROPOSAL		SOCIAL SECURITY NUMBER		DATE EXECUTED			
	TYPEWRITTEN NAME			TELEPHONE NUMBER				
SIGNATURE WHEN PROPOSER IS A FIRM	NAME (Type or print names of all partners)		TITLE		NAME	TITLE		
	NAME		TITLE		NAME		TITLE	
	DOING BUSINESS AS (Trade Name)			BUSINESS ADDRESS	STREET	CITY	STATE	ZIP CODE
	WRITTEN SIGNATURE OF PARTNER SIGNING THIS PROPOSAL			F.E.I. NUMBER		DATE EXECUTED		
	TYPEWRITTEN NAME				TELEPHONE NUMBER			
SIGNATURE WHEN PROPOSER IS A CORPORATION	FULL NAME OF CORPORATION					INCORPORATED IN WHAT STATE		
	BUSINESS ADDRESS		STREET	CITY	STATE	ZIP CODE	F.E.I. NUMBER	
	PRESIDENT		SECRETARY			TREASURER		
	WRITTEN SIGNATURE OF CORPORATE OFFICIAL OR PERSON DULY AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE CORPORATION					TITLE		
	TYPEWRITTEN NAME			TELEPHONE NUMBER			DATE EXECUTED	



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20__.

Commissioner of the Superior Court (or Notary Public)



