



**RFP No.: 2025-01**

**Request for Proposals: Labor Relations**

**Due August 22, 2025 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 Department of Human Resources, 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: [Selection Policy](#).

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 years, or part thereof, for a maximum period of seven years.

**BACKGROUND**

*UConn Storrs and the Regional Campuses*

The University employs approximately 5,000 full-time and part-time faculty and staff at its main Storrs campus and the regional campuses. Approximately 90% – 95% 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) and Postdoctoral Research Associates (Postdocs) at the Storrs and regional campuses. GAs and Postdocs are represented by the Graduate Employee Union & Postdoc Union (GEU). Additional demographic information about UConn and the composition of its workforce can be found at the [UConn Fact Sheet 2025](#).

The current collective bargaining agreements with the UConn-AAUP and UCPEA were completed in 2022, and the agreements expire June 30, 2025. The parties are currently negotiating successor agreements. Negotiation of the current collective bargaining agreement with the GEU for GAs was completed in 2022, and will expire June 30, 2026. Negotiations for a successor bargaining agreement are expected to begin in Fall 2025. Negotiation of the current collective bargaining agreement with the GEU for Postdocs was completed in 2024, and will expire June 30, 2027. Current collective bargaining agreements can be found at <https://hr.uconn.edu/employee-relations/>.

### *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 2022, and the agreements expire June 30, 2025. The parties are currently negotiating successor agreements. Current collective bargaining agreements can be found at: [https://health.uconn.edu/human-resources/wp-content/uploads/sites/24/2018/01/uhp\\_contract.pdf](https://health.uconn.edu/human-resources/wp-content/uploads/sites/24/2018/01/uhp_contract.pdf) and [https://health.uconn.edu/human-resources/wp-content/uploads/sites/24/2015/12/contract\\_aaup.pdf](https://health.uconn.edu/human-resources/wp-content/uploads/sites/24/2015/12/contract_aaup.pdf).

### **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 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, interest arbitration, and/or any ongoing labor relations actions which may arise out of the negotiating process or during negotiations.
2. For Firms interested in providing **investigations legal services**: expertise in conducting employment related investigations, including, but not limited to investigations of alleged violations of policies and/or laws; advising University officials on legal exposure and compliance; and representing the University in administrative proceedings or litigation, if needed.

3. For Firms interested in providing **investigations (non-Legal)**: These investigations may involve workplace misconduct, policy violations, performance concerns, or other matters not requiring privileged communications or legal representation. Services include conducting interviews, collecting and analyzing relevant evidence, preparing objective, fact-based investigative reports, and delivering findings to designated University personnel.
4. 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.
5. 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.
6. 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**

Firms wishing to be considered for selection must submit two electronic copies of their proposal in the form of a written report: one in Microsoft Word format and one in PDF format. Proposals must be prepared using standard 8.5" x 11" paper size, with 1-inch margins, and a font size no smaller than twelve-point. Biographical information should only be included in the PDF file.

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. to 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 coaches and other athletics personnel at an institute of higher education;
    - iii. unions representing professional staff at an institute of higher education and/or an academic medical center;
    - iv. unions representing graduate assistants;
    - v. unions representing postdoctoral research associates;
    - vi. 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 coaches and other athletics personnel at an institute of higher education;
    - iii. unions representing professional staff at an institute of higher education and/or an academic medical center;
    - iv. unions representing graduate assistants;
    - v. 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. A description of any alternative fee arrangements that you offer.
4. 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.

5. 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.
6. Indicate the firm's willingness to provide free training to University employees on issues related to services the firm is awarded to provide for members of the University community.

#### 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: [Prof-Services-Agreement-for Labor Relations \(Rev. 07.21.2025\).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-mentioned 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 are strongly encouraged to review the Standard Legal Services Contract in advance and proactively identify any provisions requiring negotiation.

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 [donna.balskus@UConn.edu](mailto:donna.balskus@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, August 1, 2025**, Answers to all substantive questions will be posted on the General Counsel website no later than August 6, 2025.

#### Submittal

**All responses to this RFP must be received by the University no later than August 22, 2025, at 4:30p.m.** Responses should be emailed to [donna.balskus@UConn.edu](mailto:donna.balskus@UConn.edu). We actively encourage minority, veteran, women-owned and disadvantaged businesses to apply.

#### Evaluation and Selection Process

This RFP constitutes 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.

### **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, General Counsel