



# University of Connecticut Health Center

June 26, 2006

Addendum No. 2

RFP No. 6-1455 Intellectual Property Legal Services

## **Re: Proposer Questions/University of Connecticut answers**

Please incorporate this addendum into the RFP documents.

1. Under 'Contractor Qualifications', it states that "Eligible Proposers will be those legal firms that have demonstrated.....d) A Connecticut area presence evidenced by the number of offices the firm maintains in the Connecticut vicinity and the number of Connecticut residents employed in those offices".

Does the 'Connecticut vicinity' include outside of the state, or are respondents required to have offices within the state of Connecticut, and resources that are residents of the state of Connecticut?

Answer: The need for a Connecticut area presence is based on the need for attorneys from the selected firms to be able to personally interact with our inventors. Thus, when necessary, attorneys must be readily available to meet with our inventors on a timely basis. A firm need not have an office located within the boundaries of the State of Connecticut, and its employees need not be residents of the State of Connecticut.

2. How were we selected to receive your RFP?  
Answer: Firms were selected based upon those we have dealt with in the past, those that have approached us offering their services, and those known to us through our networks. We have endeavored to have as broad a distribution as reasonably possible. The RFP was also placed on the State of Connecticut Department of Administrative Services Bid Portal, the University of Connecticut Health Center On-Line Bid Submission Portal, and public legal ads were placed in two Connecticut newspapers.
3. How many other law firms received your RFP?  
Answer: Thirty-Six law firms were sent the RFP.
4. How many law firms will be selected to provide these legal services?  
Answer: We anticipate selecting 5-7 firms.
5. What is your annual legal budget?  
Answer: Approximately \$750,000.00
6. To what extent is price a factor in the decision-making process?  
Answer: Price will be treated equally with the other stated qualifications.

7. What financial terms will the successful firms be required to agree to?  
[Answer: In addition to the hourly rates requested on page 6 of the RFP, the terms are those described in the Contract Section of the RFP, pages 13-29. Payment Terms: Net 30 days from the receipt date of invoice.](#)
8. What if any specific staffing expectations do you have (partner, tech spec, assoc ratios)?  
[Answer: The law firm must include at least five experienced patent attorneys and patent agents along with appropriate support personnel, as listed on page 3 of the RFP.](#)
9. Who is doing the work now, and why are you changing?  
[Answer: Alix, Yale and Ristas; Cantor Colburn; Edwards Angel Palmer & Dodge; and McCarter & English are doing the work now. The issuing of the RFP is requested by the State and the current firms are welcome to respond.](#)
10. We respectfully submit this inquiry pursuant to page 4, paragraph 2, of RFP No. 6-1445. We have one question concerning section 3.11 of the Professional Employment Agreement Between the State of Connecticut and Selected Law Firm which states that "maximum payments under this Agreement shall not exceed One Hundred Thousand dollars (\$100,000.00)." We have read over the proposal and understand the scope of services to include a wide range of tasks including patent prosecution, assistance with trademarks and/or copyrights, preparation of opinions, and assistance with licensing transactions. Given the scope of services, it is possible that payments for overall tasks could exceed \$100,000 over the contract period of three years. Would a separate contract be entered into if payments were to exceed \$100,000? Please provide clarification concerning section 3.11 of the Professional Employment Agreement.  
[Answer: When the maximum of \\$100,000 is approached, and upon mutual agreement of the parties, an amendment will be put in place increasing the maximum by an additional \\$100,000. Also, because the \\$100,000 maximum is in the draft contract, it may be subject to negotiation to a higher amount.](#)
11. If we do not have a Connecticut office, will our law firm still be considered for assisting you in intellectual property matters? For what it is worth, I worked for about six years at the U. Conn. Health Center and know a number of researchers there and am familiar with their work.  
[Answer: See answer to question 1.](#)
12. What volume of work can be expected by an awardee?  
[Answer: We would expect to send 4- 5 new cases per year to the selected firms.](#)
13. So that we can structure our proposed charges realistically, approximately how much does the university generally wish to pay for the preparation of a provisional patent application?  
[Answer: Depending on the relative importance and scientific complexity of any individual case, the University would expect to spend between \\$3,000 and \\$7,500 for a provisional patent application.](#)
14. Approximately how much does the university generally wish to pay in attorney fees for the preparation of a non-provisional patent application (U.S. or PCT)?  
[Answer: Again, depending on the relative importance and complexity of any individual case, as well as the quality of the provisional application, if filed, the University would expect to spend between \\$4,000 and \\$10,000 for a non-provisional patent application.](#)

15. May a regular notary public sign the affidavits, or does it need to be someone working with the Superior Court of Connecticut?  
[Answer: A Public Notary must notarize the affidavits.](#)
16. Scope of Services lists a broad area of expertise that necessarily touches upon some of our firm's existing clients, such as GE and UTC. How will potential conflicts be handled?  
[Answer: The University will consider waivers for conflicts. However, sending cases in conflict to another firm is preferred and we ask firms to check for conflicts upon receiving a new case.](#)
17. Insurance coverage: We may only have a 4 million, instead of 5 million policy. Would that be a problem?  
[Answer: A Four Million Dollar policy should be sufficient. Contract will be adjusted to reflect \\$ Four Million Dollar coverage.](#)
18. Under Scope of Services, Contractor Qualifications, it is indicated that the firm must include at least five patent attorneys and patent agents. Our firm currently has four patent attorneys and is considering hiring a fifth (whose technical background could be fit to University of Connecticut's intellectual property portfolio). At the time of submitting a proposal it is unlikely that we will be staffed at five patent attorneys. Would the lack of five patent attorneys at the present time automatically disqualify our bid?  
[Answer: Yes](#)
19. Under Organization Profile, d. Financial Condition, it is indicated that two most recent audited annual financial statements must be provided. Our firm is a small, closely managed firm. We prepare our own year end tax returns and do not have any other financial statements. Is the requirement for audited financial statement a State requirement or a University requirement? Is the requirement ever waived in view of the type of services being put out for bid? If not waived, can the statements be submitted after contractor selection has been completed to justify the expense of their preparation and to provide time for their completion?  
[Answer: The requirement is specific to this RFP. Submit available financial information. Information will be evaluated during the selection process](#)
20. Are patent filings over the past several years a reliable indicator of the number of anticipated patent filings during the contract period?  
[Answer: Yes](#)
21. What percentage of patent applications filed in the U.S. for the University are eventually foreign filed? What is the typical scope of foreign filing (i.e., what countries)?  
[Answer: Approximately 50% of patents filed also had a PCT filed; 10% of these were directed by and paid for by company licensees. Typical national/regional filings include Europe, Japan and Canada.](#)
22. Will there exist significant opportunity to interface with professors and others at the University?  
[Answer: We expect attorneys from the firms to interact with the faculty inventors on their cases and with staff from the University's Center for Science and Technology Commercialization.](#)

23. What percentage of the work is anticipated to be patent-related, but not patent prosecution? For example, advisory work, opinion work, licensing, etc.?

[Answer: 5% or less](#)

24. What percentage of the work is anticipated to be related to copyright matters?

[Answer: 5% or less](#)

25. I note that the RFP states that a minimum requirement for replying to the RFP is that the firm has a "Connecticut presence". Our firm, XXXXXXXXXXXX has offices located throughout XXXXXXXXXXXXXXXXXXXX; however, not in Connecticut. Will this disqualify us from having our reply considered?

[Answer: See answer to question 1.](#)

END OF ADDENDUM

Released by:

Robert Murphy

Director of Purchasing

**BID ADDENDUM**  
UCHC-18 Rev. 12/04

**Robert Murphy**  
*PurchasingAgent*

**860-679-2408**  
Telephone Number

**STATE OF CONNECTICUT**  
**UNIVERSITY OF CONNECTICUT HEALTH CENTER**  
**PURCHASING DEPARTMENT**  
Administrative Services Building 1<sup>st</sup> Floor  
263 Farmington Avenue  
Farmington, CT 06032

<b>Bid Number:</b> 6-1445
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<b>Bid Due Date:</b> July 7, 2006, 3:30PM
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Addendum 1  
June 2, 2006  
RFP No. 6-1445  
Intellectual Property Legal Assistance

Please add the attached State of Connecticut Gift Affidavits to the RFP. Affidavits must be completed and submitted with RFP response.

FOR:  
The University of Connecticut Health Center

**Bidders Note:**

This Addendum must be *Signed & Returned* with your bid.

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Company Name

Approved \_\_\_\_\_

Robert Murphy  
Purchasing Agent  
(Original Signature on file in UCHC Purchasing Department)

Dated Issued: June 2, 2006

REQUEST FOR  
PROPOSAL  
UCHC-30  
Rev. 5/06

**STATE OF CONNECTICUT**

UNIVERSITY OF CONNECTICUT HEALTH CENTER  
PURCHASING DEPARTMENT

Administrative Services Building 1<sup>st</sup> Floor  
263 Farmington Avenue  
Farmington CT 06032

<b>RFP/BID Number:</b>  <b>6-1445</b>
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Robert Murphy  
*Purchasing Agent*

**860-679-2408**  
Telephone Number

Page 1 of 8  
Affidavits Competitive Bidding or Negotiation

**Affidavit Requirements for Competitive Bidding or Negotiation**

The University of Connecticut Health Center abides by the State of Connecticut Office of Policy and Management policies and procedures regarding Affidavit requirements for competitive bidding or negotiation. Gift affidavits listed below shall accompany bids or proposals for state procurements with a value of \$50,000 or in a calendar year or fiscal year.

		State contracts with <b>a value*</b> of \$50,000 or more (X=required)	State contracts with <b>a cost* to the State</b> greater than \$500,000 (X=required)
FORM 1A	Gift Affidavit (Bid or Proposal)	X	X
FORM 1B	Gift Affidavit (Contract – With Previous Bid or Proposal )	NA	NA
FORM 2A	Campaign Contribution Affidavit (Bid or Proposal)	X	X
FORM 5	Consulting Agreement Affidavit	X	X
FORM 6A	Affirmation of Receipt of Summary Of State Ethics Laws (Bid or Proposal)	X	X

REQUEST FOR  
PROPOSAL  
UCHC-30  
Rev. 5/06

**STATE OF CONNECTICUT**

UNIVERSITY OF CONNECTICUT HEALTH CENTER  
PURCHASING DEPARTMENT

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<p>RFP/BID Number:  6-1445</p>
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Robert Murphy  
*Purchasing Agent*

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FORM 1A	Gift Affidavit (Bid or Proposal)	X	X
FORM 1B	Gift Affidavit (Contract – With Previous Bid or Proposal )	X	X
FORM 2A	Campaign Contribution Affidavit (Bid or Proposal)	X	X
FORM 5	Consulting Agreement Affidavit	X	X
FORM 6A	Affirmation of Receipt of Summary Of State Ethics Laws (Bid or Proposal)	X	X

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
Policies and Guidelines

Gift Affidavit
(Proposal 6-1445)

Gift affidavit to accompany bids or proposals for state procurements with a value of \$50,000 or more in a calendar or fiscal year and licensing arrangements with a cost to the State greater than \$500,000 in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell's Executive Order No. 7B, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that during the two-year period preceding the submission of this bid or proposal that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids or proposals who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid or proposal, except the gifts listed below (additional information may be attached):

Name of Benefactor Name of recipient Gift Description Value Date of Gift

Further, neither I, nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal know of any action to circumvent this gift affidavit.

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

Signature

Date

Sworn and subscribed before me on this th day of 200

Commissioner of the Superior Court
Notary Public



**STATE OF CONNECTICUT**  
**OFFICE OF POLICY AND MANAGEMENT**  
**UNIVERSITY OF CONNECTICUT HEALTH CENTER**  
**Policies and Guidelines**

**Campaign Contribution Affidavit**  
**(Proposal 6-1445)**

*Campaign contribution affidavit to accompany bids or proposals for Large State Contracts (having a total cost to the State of more than \$500,000), pursuant to Governor M. Jodi Rell's Executive Order No. 1, para 8. and Conn. Gen. Stat. § 4-250*

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that during the two-year period preceding the submission of this bid or proposal, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

<u>Contributor</u>	<u>Recipient</u>	<u>Amount/Value</u>	<u>Date of Contribution</u>	<u>Contribution Description</u>
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List information here

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Sworn and subscribed before me on this      <sup>th</sup> day of    200

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
Policies and Guidelines

Consulting Agreement Affidavit Proposal 6-1445

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

Yes No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

- Former Agency:
Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

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

Signature

Date

Sworn and subscribed before me on this th day of 200

Commissioner of the Superior Court
Notary Public

**STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT  
UNIVERSITY OF CONNECTICUT HEALTH CENTER  
Policies and Guidelines**

This form is **MANDATORY** and must be completed, signed, and returned before the Contractor's bid can be considered by the State. **NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.**

**AFFIRMATION OF RECEIPT OF SUMMARY OF STATE  
ETHICS LAWS  
(Proposal 6-1445)**

INSTRUCTION: Contractor must sign the affirmation below, and return this form to the awarding State agency.

The undersigned duly authorized representative of the bidding Contractor affirms (1) receipt of the summary of State ethics laws (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

*(Please print name under signature line.)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**On behalf of:**

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Federal Employee Identification Number  
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned to the awarding State agency pursuant to Section 37 of Public Act. No. 05-287

## FORM 6A

### **Plain Language Summary of State Ethics Laws for Current and Potential State Contractors**

**Note:** The following is a summary of the major ethics laws and related provisions applicable to current and potential state contractors. For more detailed information or to discuss any questions you may have, contact the Office of State Ethics at (860) 566-4472.

#### **RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL**

**GIFTS:** In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to \$50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to \$10 per item up to \$50 per person per year. Also exempt are certain items such as informational materials, or plaques costing less than \$100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

**IMPORTANT RECENT CHANGE IN LAW:** As of July 1, 2004, gifts for "major life events," including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.

**NOTE:** State agencies may have stricter gift rules than the provisions of the Ethics Code (for example, an agency policy may ban all food and drink). Be sure to obtain a copy of the agency's ethics policy before you provide any benefit to an agency official/employee.

**NECESSARY EXPENSES:** Under the Ethics Code, you may not pay a fee or an honorarium to a state official or employee for making a speech or appearing at your organization's event. You may, however, under limited circumstances, pay the "necessary expenses" of such a state servant. These expenses are limited to: necessary travel, lodging for the nights before, or and after the speech, meals and conference fees. There may be reporting requirements attached to the giving and taking of necessary expenses, so contact the Office of State Ethics if you need more information. **NOTE:** Before providing necessary expenses, check with the state agency's ethics officer to determine if the agency allows such payments.

**GIFTS TO THE STATE:** The Ethics Code allows limited "gifts to the state" which facilitate state action or functions (for example, donating a piece of equipment to the agency).

**NOTE:** Recent legislation was passed that may impact gifts to the state. Please contact the Office of State Ethics before giving a gift to the state to determine if such donations are acceptable.

#### **RULES ON HIRING STATE PERSONNEL**

Before you hire a current or **former** state employee, you should be aware of certain provisions of the Ethics Code. First, if you are considering hiring a current state employee, especially from a state agency with which you do business or by which you are regulated, you should know the following:

## FORM 6A

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

Second, if you are considering hiring a **former** state employee, you should be aware of the Ethics Code's post-state employment, or revolving door, laws:

If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for one year after leaving state service.

**NOTE:** The former State Ethics Commission established a limited exception to this provision which allows the former employee to return to his or her former agency within the one year period for the sole purpose of providing technical expertise (for example, to help implement a previously awarded contract). This is a fact-specific exception that applies in very limited circumstances: therefore, you should contact the Office of State Ethics for further assistance if you think this exception applies to you.

If a state official or employee was substantially involved in, or supervised, the negotiation or award of a contract valued at \$50,000 or more, and the contract was signed within his or her last year of state service, and you or your business was one of the parties to the contract, then you and/or your business are prohibited from hiring him or her for one year after he or she leaves state employment.

A former state official or employee can **never** represent anyone other than the state regarding a particular matter in which he or she was personally and substantially involved while in state service and in which the state has a substantial interest.

Third, there are approximately 75 state officials or employees who may not negotiate for, seek or accept employment with any business subject to regulation by their agency, and may not accept employment with such a business for one year after leaving state service. Under that section of the law, it is also illegal for a business in the industry to employ such an individual.

### **CONFLICT OF INTEREST RULES THAT APPLY TO YOU AS A STATE CONTRACTOR**

Under Conn. Gen. Stat. §1-86e of the Ethics Code, no state contractor, including a consultant or other independent contractor, can use the authority provided under the contract, or confidential information acquired in the performance of the contract, to obtain financial gain for himself, his employee, or a member of his immediate family. Also, a state contractor cannot accept another state contract that would impair his independence of judgment in the performance of the first contract. Finally, a state contractor cannot accept anything of value based on an understanding that his actions on behalf of the state would be influenced.

It is important to call the Office of State Ethics at (860) 566-4472 to discuss the application of this law, or any of the other ethics laws, to your specific situation.

## FORM 6A

### OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. You need to check the web sites of both the Department of Administrative Services, [www.das.state.ct.us](http://www.das.state.ct.us), and the Office of Policy and Management, [www.opm.state.ct.us](http://www.opm.state.ct.us), for copies of these affidavits and for other updated information regarding state contractors. Also, because the particular agency with which you wish to contract may have specific rules that you must follow, you need to check with that agency as well.

If you or your business provides "investment services" as defined in the Code of Ethics, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84(n).

Finally, if you or your business spends or receives \$2,000 or more in a calendar year for activities that constitute lobbying under the Ethics Code, whether to affect legislation or the actions of an administrative state agency, then you and/or your business may have to register as a lobbyist with the Office of State Ethics, and more ethics rules will apply to you. Contact the Office of State Ethics, or review the lobbyist registration information at [www.ct.gov/ethics](http://www.ct.gov/ethics).

Recent legislation (Public Act 05-287) prohibits anyone who is a party (or who is seeking to become a party) to a state construction, procurement, or consultant services contract over \$500,000 from:

- (1) Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;
- (2) intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or
- (3) intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

Recent legislation (Public Act 05-287) also requires any prospective state contractor to affirm in writing that he or she has been provided with a summary of the state's ethics laws and that his key employees have read and understood the summary and agree to comply with the applicable provisions of the ethics law.



STATE OF CONNECTICUT

University of Connecticut Health Center on behalf  
of the University of Connecticut

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## **Request for Proposals**

**No. 6-1445**

**University**

**Intellectual Property Legal Services  
Assistance**

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## Scope of Services

Background: The University of Connecticut (UCONN) has established the Center for Science and Technology Commercialization (CSTC) to identify, evaluate, patent when warranted, market and license the University's inventions/intellectual property.

Scope of Services: Under instruction from UCONN's CSTC and in consultation with university inventors or authors, the vendor will prepare, prosecute and file US and foreign patent applications, and trademark and/or copyright registrations.

- a) With input from the CSTC (and inventors when appropriate), respond to communications from the US Patent & Trademark Office, the US Copyright Office and/or foreign equivalents.
- b) When requested by the CSTC, provide informal and formal advice and opinions regarding inventorship, authorship, patentability, claim-writing strategy to best support licensing and commercialization, patent infringement and enforcement, and the like.
- c) When requested by the CSTC, provide input on licensing terms (including international licensing transactions), equity acquisition related to UCONN-affiliated start-ups, and the like.
- d) Provide other services and advice customary for an intellectual property law firm.

Contract Period: CSTC anticipates that the successful Proposer will commence work on January 1, 2007 and continue until December 31, 2010. The contract may be renewed, upon mutual consent of the parties, for one additional two-year period.

Contractor Qualifications: Eligible Proposers will be those legal firms that have demonstrated:

- a) Experience in serving as intellectual property counsel to universities, small businesses, and other entities. UCONN seeks firms with expertise including but not limited to the following areas: medical and veterinary therapeutics and diagnostics; polymers and other advanced materials; biomaterials, including dental materials and implantable medical devices; fuel cells and other energy generation/storage technologies; animal and plant biotechnology; all engineering disciplines; advanced communications and telecommunications, including encryption and other security-related technologies; computer hardware and software, including image processing and analysis; environmental assessment and remediation; copyright protection for written, visual, and multimedia works; copyright protection for software.



- b) Acceptable qualifications of personnel including the experience and availability of day-to-day attorneys, as well as the breadth and depth of other partners, associates and other professionals available to provide the services to UCONN. The desired law firm must include at least five experienced patent attorneys and patent agents along with appropriate support personnel.
- c) An organization and approach to adequately staff and complete time-sensitive tasks, and to interact effectively with the CSTC, faculty inventors, and other professionals involved in UCONN's intellectual property.
- d) A Connecticut area presence as evidenced by the number of offices the firm maintains in the Connecticut vicinity and the number of Connecticut residents employed in those offices.
- e) Good client relations and an excellent customer service record as evidenced by references from current and former clients. Provide five references from clients who are small businesses, other entities or similar in scope to the University of Connecticut. Please use format below:

Client Name	
Street Address	
City, State, Zip	
Web Address	
Contact Name	
Phone No.	
Fax No.	
Email Address	

Selection Committee and Selection Process: A Selection Committee comprised of UCONN/CSTC staff or other designees as deemed appropriate will evaluate qualified proposals submitted in response to this RFP and recommend finalists for consideration. The Selection Committee shall evaluate all proposals that meet the Minimum Submission Requirements.

Meetings with Proposers: At its discretion, the Selection Committee may convene meetings with some Proposers in order to gain a fuller understanding of the proposals. The meetings may involve demonstrations, interviews, presentations, or site visits. If the Selection Committee decides meetings are warranted, the Official UCONN Contact will contact Proposers to make an appointment. Any such meetings are tentatively scheduled for the weeks of July 24 and August 4, 2006.

- A. *Contractor Selection.* It is UCONN's intention to notify the successful Proposer(s) by August 11, 2006 that UCONN will recommend that contract negotiations between the Connecticut Attorney General's office and the selected Proposer(s) begin as soon as possible thereafter.
- B. *Timeline.* The following timeline, up to and including the deadline for submitting proposals, shall be changed only by an amendment to this RFP. Dates after the submittal deadline are target dates only.

Date	Description
June 1, 2006	RFP Released
June 16, 2006	Deadline for Questions
June 23, 2006	Written Answers to Questions Released
July 7, 2006 3:30 PM	Proposals Due
Weeks of July 24, 2006 and August 4, 2006	Meetings with Proposers
August 11, 2006	Contractor Selection
August 14, 2006	Start of Contract Negotiations
January 1, 2007	Start of Contract

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

INDIVIDUAL OR ORGANIZATIONAL PROFILE

- a. *Qualifications.* Describe how your experience, education and training, or special knowledge, skills or abilities meet the required minimum qualifications of this RFP.
- b. *Summary of Relevant Experience.* Provide a listing of projects that the Proposer has completed within the last three (3) years in the subject area with emphasis on activities relevant and related to the proposed project. Additionally, please list any contracts in the last three (3) years between the Proposer and any unit of the University of Connecticut or any agency of the state of Connecticut.
- c. *Organization Chart.* If the Proposer is a firm or corporation, provide a diagram showing the hierarchical structure of functions and positions within the organization.
- d. *Financial Condition.* If the Proposer is a firm or corporation, include the two (2) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in

accordance with Generally Accepted Accounting Principles (USA). If a Proposer has been in business for less than two years, such Proposer must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.

#### STATEMENT OF WORK

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

#### PERSONNEL RESOURCES

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

PROPOSED COST

Provide a detailed cost proposal including the basis for billing and terms and conditions of payment. Proposal should include hourly billing rates for at least the following personnel categories:

	<u>Fee Matrix</u>	
	Category	Hourly Rate
1.	Partner.....	_____
2.	Associate with more than 5 full years of experience....	_____
3.	Associate with 5 or less full years of experience.....	_____
4.	Patent Agent: with relevant Ph.D.....	_____
5.	Patent Agent: without relevant Ph.D.....	_____
6.	Paralegals.....	_____
7.	Other	

Please provide information on any additional charges for expenses or other costs not included in the above cost proposal. Firms responding to this RFP should be aware that the Attorney General's guidelines do not generally permit reimbursement of any overhead-related expenses including, but not limited to photocopying, secretarial work, facsimiles, clerical staff, library staff, proofreading, elementary legal research, meals or in-state transportation/travel costs. Explain other costs in detail below:

## Selection Criteria

Evaluation of Proposals: A Selection Committee comprised of UCONN/CSTC staff or other designees as deemed appropriate will evaluate qualified proposals submitted in response to this RFQ and recommend finalists for consideration. The Selection Committee shall evaluate all proposals that meet the Minimum Submission Requirements.

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

1. *PROPOSED WORK PLAN.* Emphasis will be on grasp of the problems involved, soundness of approach and the quality of the overall proposal including the Proposer's ability to complete the activities/tasks and produce the necessary products within the required time frame and within the budget as stated in the proposal.
2. *PROPOSED COST* (See the below fee matrix.).
3. *EXPERIENCE, EXPERTISE, AND CAPABILITIES.* Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed.
4. REFERENCES.
5. *DEMONSTRATED COMMITMENT TO AFFIRMATIVE ACTION*

## Instructions to Law Firms

### 1. Proposal Due Date & Time

Release of RFP: **June 1, 2006**

Responses due: **July 7, 2006 at 3:30PM**

During the period from issuance of this RFP, and until the Contract is awarded, interested parties should not contact any employee of the University of Connecticut or the State of Connecticut for additional information concerning this proposal, except in writing, directed to the Director of Purchasing, Robert Murphy, UConn Health Center, Purchasing Department MC4036, 263 Farmington Avenue, Farmington, Ct 06030 or by email to [rmurphy@uchc.edu](mailto:rmurphy@uchc.edu)

## **2. Sealed Proposals**

Proposals may be submitted in a SEALED envelope or carton, clearly marked with RFP Number 6-1445, the date, and the name and address of the law firm. In light of the short time frame for responses, proposals may also be submitted by on-line at <https://home.uchc.edu/OnlineBid/Public/ViewPublicProjects.aspx>. Proposers must register at the UCHC On-Line Bid Submission website as a prerequisite to submitted proposals on-line. Documents must be PDF formatted. The University of Connecticut Health Center will not be responsible for any failure of email communications to be received, or to be received in a timely fashion.

## **3. Number of Required Proposal Copies**

One original in PDF format on CD-ROM or DVD and six hard copies.

## **4. Proposal Preparation**

Proposals should be prepared simply and economically without emphasis on the presentation of the proposal. Expensive bindings, color photographs, and excessive promotional materials, such as videos, are neither desired nor needed. Suppliers may submit brochures if requested, but should not include materials not requested. UCHC prefers to receive proposals in appropriately sized three-ring binders with index tabs to separate sections.

## **5. Offer Expiration Date**

Proposals in response to this RFP shall be valid for 180 days from the proposal due date. UCHC reserves the right to ask for an extension of time if needed.

## **6. Requests for additional information**

UCHC reserves the right to ask for further information from the bidder either in writing or verbally at any point during the selection process. Only information provided in writing will be relied upon and expected to be part of any subsequently awarded agreement.

## **7. Direct All questions to:**

Robert Murphy  
Director of Purchasing  
UConn Health Center  
rmurphy@uchc.edu

## **8. Authorized Signatures**

The proposal must be signed by an authorized official. The proposal must also provide the name, title address and telephone number of individuals with authority to bind the law firms, and of persons who may be contacted to clarify the information provided.

## **Special Terms and Conditions**

### **1. Conformity and Completeness of Proposals**

To be considered acceptable, proposals must be complete and conform to all material RFP instructions and conditions. The Attorney General's Office, in its sole discretion, may reject in whole or in part any proposal if in its judgment the best interests of the State will be served.

### **2. Stability of Proposed Fees**

Any fee proposals must be valid for the entire duration of the Contract. If any proposer feels that a different maximum amount is appropriate, it should so state, with full explanation, in its proposal.

### **3. Amendment or Cancellation of the RFP**

The Attorney General's Office reserves the right to cancel, amend, modify, or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

### **4. Proposal Modifications**

No additions or changes to any proposal will be allowed after the proposal due date, unless specifically requested by the Attorney General's Office. The Attorney General's Office, at its option, may seek law firm retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

### **5. Law Firm Presentation of Supporting Evidence**

Law firms must be prepared to provide any evidence of experience, performance, ability, financial resources or other items that the Attorney General's Office deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

### **6. Law firm Misrepresentation or Default**

The Attorney General's Office may reject the proposal and void any award resulting from this RFP to a law firm which makes any material misrepresentation in its proposal or other submittal in connection with this RFP.

## **7. Erroneous Awards**

The Attorney General's Office reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of the Contract already made to a law firm and subsequently awarding the Contract to another law firm.

Such action on the part of the Attorney General's Office shall not constitute a breach of contract on the part of the Attorney General's Office since the Contract with the initial law firm would be deemed void and of no effect as if no contract ever existed between the Attorney General's Office and such law firm.

## **8. Ownership of Proposals**

All proposals shall become the sole property of the State and will not be returned.

## **9. Validation of Proposals**

The proposals shall be binding commitments which the Attorney General's Office may include, by reference or otherwise, into the Contract. The proposals must provide the names, titles, addresses and telephone numbers of those individuals with authority to negotiate the Contract with the Attorney General's Office and contractually bind the law firm. The proposal must also include evidence that it has been duly delivered on the part of the law firm, that the persons submitting the proposal have the requisite power and authority to submit and deliver the proposal and subsequently to enter into, execute and deliver and perform on behalf of the law firm the Contract.

## **10. Execution of Contract**

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. Once the evaluation of the proposals is complete and a law firm is selected, the selected proposal and this RFP may then serve as the basis for the Contract that will be negotiated and executed between the Attorney General's Office and the selected law firm. This RFP and the proposal will likely be attached to the Contract as exhibits. If the Attorney General's Office and the initial selected law firm fail to reach agreement on all issues relative to the Contract within a time determined solely by the Attorney General, then the Attorney General's Office may commence contract negotiations with other proposers. The Attorney General's Office may decide at any time to start the RFP process again.

## **11. Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by law firms with any State agency or employee will be disregarded in any State proposal evaluation or associated award.



## **12. Independent Price Determinations**

In the proposals, law firms must warrant, represent, and certify that the following requirements have been met in connection with this RFP:

- a) The fees and costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- b) Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the law firm on a prior basis directly or indirectly to any other organization or to any competitor; and
- c) No attempt has been made, or will be made, by the law firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

## **13. Offer of Gratuities**

The law firm warrants, represents, and certifies that no elected or appointed official or employee of the State of Connecticut has, or will, benefit financially or materially from the Contract. The Contract may be terminated by the Attorney General's Office if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the law firm, the law firm's agent(s), representatives(s) or employees(s).

## **14. Subletting or Assigning of Contract**

The Contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the law firm therein or thereto may not be sublet, sold, transferred, assigned or otherwise disposed of to any person, firm, or corporation, or other entity without the prior written consent of the Attorney General's Office. No person, firm or corporation, or other entity, other than the law firm to which the Contract was awarded is permitted to perform work without the prior written approval of the Attorney General's Office, except as otherwise provided in the final Contract.

## **15. Freedom of Information**

The Office of the Attorney General is a public agency and its records, including responses to this RFP, are public records. See Conn. Gen. Stat. §§1-200, et seq., and especially §1-210(b)(4) and §1-210(b)(5)(B). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, firms should be aware that all materials associated with this RFP are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all applicable rules, regulations and administrative decisions. If a firm is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state

generally in the proposal that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a firm believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the firm that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Firms should not request that their entire proposal, nor the majority of the proposal, be confidential. Any submitted proposal, once execution of a contract is complete, and any completed contract will be considered public information.

## **16. Conformance with Federal, State and Other Requirements**

In the Contract, the law firm will represent and warrant that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all Federal, State, municipal or other governmental department, commission, board, bureau, agency or instrumentality, codes, statutes, acts, ordinances, judgments, decrees, injunctions and regulations.

## **17. Non-Discrimination and Executive Orders**

The Contract shall be subject to the terms and conditions set forth below concerning nondiscrimination, the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and the provisions of Executive Order No. 7b of Governor M. Jodi Rell promulgated November 15, 2005.

## **18. Americans with Disabilities Act**

The law firm shall comply with the Americans with Disabilities Act and any other applicable federal laws and regulations.

## **19. Affirmative Action and Contract Compliance Reporting**

Law firms are advised that in addition to evaluating their qualifications, experience, capabilities, competitiveness of cost and conformance to the RFP specifications, weight may also be given to law firms which demonstrate a commitment to affirmative action by full compliance with the Commission on Human Rights and Opportunities regulations.

PROFESSIONAL EMPLOYMENT AGREEMENT  
BETWEEN THE STATE OF CONNECTICUT,  
ACTING BY ITS ATTORNEY GENERAL,  
AND

**SELECTED LAW FIRM (S)**

This Agreement is made by and between the STATE OF CONNECTICUT, acting by its ATTORNEY GENERAL, Richard Blumenthal, duly authorized pursuant to Section 3-125 of the Connecticut General Statutes, with an office at 55 Elm Street, Hartford, CT 06106 and SELECTED LAW FIRM(S) (the "COUNSEL"), acting by \_\_\_\_\_ with their principal place of business at \_\_\_\_\_

WITNESSETH:

WHEREAS, the ATTORNEY GENERAL, pursuant to Section 3-125 of the General Statutes of the State of Connecticut, has general supervision over all legal matters except those legal matters over which prosecuting authorities have direction; and

WHEREAS, all legal services required by the various officers, departments, and boards, specified in Section 3-125 of the General Statutes, are to be performed by the ATTORNEY GENERAL or under his direction; and

WHEREAS, pursuant to Section 3-125 of the Connecticut General Statutes, the ATTORNEY GENERAL may procure such assistance as he may require; and

WHEREAS, the ATTORNEY GENERAL requires the professional services of an attorney at law to assist in the Legal representation of the State of Connecticut----

WHEREAS, the professional services of the COUNSEL have been made available to the ATTORNEY GENERAL, for the above stated purposes; and

In consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

SECTION 1: SCOPE OF SERVICES

**SEE SCOPE OF SERVICES ABOVE.**

SECTION 2: AGREEMENT ADMINISTRATION

2.1 The person in charge of administering this Agreement on behalf of the ATTORNEY GENERAL shall be \_\_\_\_\_, Assistant Attorney General and his successors in office, whose address and telephone number are as follows:

Office of the Attorney General  
55 Elm Street  
Hartford, CT 06106  
Telephone: (860) 808-XXXX  
Fax: (860) 808-XXXX

2.2 The person in charge of administering this Agreement on behalf of the University of Connecticut Center for Science and Commercialization shall be, \_\_\_\_\_ whose address and telephone number are as follows:

University of Connecticut  
Center for Science and Commercialization  
Telephone: (860) xxx-xxxx  
Fax: (860) xxx-xxxx  
Email:xxxxxxxxxxxxxxxxxxxxxxxx

2.3 The person in charge of administering this Agreement on behalf of the COUNSEL shall be \_\_\_\_\_ whose address, telephone number and facsimile number are as follows:

**SELECTED LAW FIRM(S)**

SECTION 3: COMPENSATION AND REIMBURSEMENT

3.1 The ATTORNEY GENERAL agrees to compensate the COUNSEL for Services in accordance with the following hourly rate schedule:

**TO BE DETERMINED**

The above hourly rates shall be charged only for actual time spent rendering such Services; the COUNSEL shall not "round off" time. The time spent rendering Services shall be billed to the tenth of an hour within any single workday. The ATTORNEY GENERAL shall not be charged for any other time expended by the

COUNSEL during travel, overnight stays, or the like associated with the performance of the Services.

3.2 Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the ATTORNEY GENERAL, the Associate Attorney General and the Center for Science and Commercialization office of the University of Connecticut. Billings are to be on a monthly basis. The billings must contain, at a minimum, a detailed description of the work performed, the date of performance, the actual time spent performing the work, the name and position of the person(s) rendering the Service and the rate charged for that Service. The monthly bill must also be accompanied by a summary of time and charges billed for each attorney and paralegal itemized on the invoice. Upon the request of the ATTORNEY GENERAL, COUNSEL must submit a summary memorandum describing how the Service rendered furthered resolution of the matter and the current status of the matter. The ATTORNEY GENERAL or his designee may, prior to authorizing payment under this Section, require the COUNSEL to submit such additional accounting and information as he deems to be necessary or appropriate. The COUNSEL shall not be compensated for any time spent preparing any billing documentation, including but not limited to such documentation and accompanying memoranda required by subsections 3.2, 3.3, 3.5, 3.6, 3.10, 8.1, 8.2 and 8.3. All bills must be sent to **Office of the Attorney General-Business Office, 55 Elm Street-4<sup>th</sup> Floor Annex, Hartford, Connecticut 06106-1774.**

3.3 Within twenty days of execution of this contract, the COUNSEL shall submit to the ATTORNEY GENERAL and the Center for Science and Commercialization office of the University of Connecticut for approval a detailed projected plan and budget containing, but not limited to, a brief statement of the case or matter, a description of the nature and scope of the various phases of the Services expected to be performed, an estimate of the cost of the work broken down into the various phases of the Services, with a total cost not to exceed the maximum amount of this contract and an estimate of the time required to successfully complete the Services. Prior to effecting, undertaking or initiating a material change in the Services, or upon having reason to believe that the Services or any portion of the Services cannot be completed within the amount budgeted for the Services or that portion of the services, the COUNSEL shall submit to the ATTORNEY GENERAL and the Center for Science and Commercialization office of the University of Connecticut for approval a revised projected plan and budget that reflects the changes to the existing projected plan and budget. If the revised projected plan and budget contains a projected cost exceeding the maximum compensation set out in subsection 3.11, the COUNSEL shall consult with the ATTORNEY GENERAL or his designee, for the purpose of (1) revising the scope of employment; (2) revising the maximum compensation amount; (3) revising the billing rates; (4) some combination thereof; or (5) other action permitted under this Agreement or any agreed-upon amendment. The ATTORNEY GENERAL and the

Center for Science and Commercialization office of the University of Connecticut, in his sole discretion, may require revisions, supplements and modifications of the projected plan and budget from time to time. The COUNSEL will not be compensated for the preparation, amendment, or modification of the projected plan and budget.

3.4 The ATTORNEY GENERAL agrees to reimburse the COUNSEL for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, computerized research (at cost), commercial messenger and delivery services (at cost), expert witnesses, consultants, mediators, investigative services, long distance telephone calls, and transcript or deposition costs. The ATTORNEY GENERAL shall not reimburse the COUNSEL for any overhead related expenses, including, but not limited to, duplicating, secretarial, facsimile (other than long-distance telephone line charges), clerical staff, library staff, proofreading staff, meals and in-state transportation costs or expenses unless they are otherwise approved by the ATTORNEY GENERAL and the Center for Science and Commercialization office of the University of Connecticut. The COUNSEL shall be reimbursed for reasonable expenses for transportation, specifically excluding first class airfare, parking and reasonable lodging and meals associated with interstate travel as approved in advance by the ATTORNEY GENERAL or his designee.

3.5 The COUNSEL shall not be compensated for time spent on background or elementary legal research or any legal training without the prior written consent of the ATTORNEY GENERAL. For the purposes of this Agreement, elementary legal research includes, but is not limited to, any matter which is addressed in: Connecticut Lawyers Basic Practice Manual (1986) and Connecticut Lawyers Basic Practice Manual (1989). Charges for legal research must be accompanied by a detailed description setting forth the purpose of the research and summarizing its nature. Any written material produced as a result of such research shall be available to the ATTORNEY GENERAL or his designee at his request. The ATTORNEY GENERAL shall have the final decision in all disputes between the parties to this Agreement under this subsection.

3.6 The COUNSEL shall not be compensated for time spent in consultation with any attorney or other employee of the ATTORNEY GENERAL concerning the administration of this Agreement and/or issues relating to billing. Unless otherwise authorized by the ATTORNEY GENERAL, compensation for communication between or among attorneys and/or staff within the COUNSEL'S law firm is limited to the time and billing rate of the most senior attorney or staff member participating in the communication. These charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details. The ATTORNEY GENERAL and the Center for Science and Commercialization office of the University of Connecticut shall make the final determination, in his sole discretion, as to the adequacy of such description.

3.7 Absent the consent of the ATTORNEY GENERAL or his designee, the COUNSEL shall not be compensated for the attendance or participation of more than one attorney representing the State of Connecticut in connection with any Action. Where more than one attorney has attended or participated in any Action without the consent of the ATTORNEY GENERAL or his designee, the COUNSEL shall be compensated for the time of the most senior attorney in attendance.

3.8 The COUNSEL shall not be compensated for the performance of paralegal or clerical type duties performed by an attorney. Paralegal duties or clerical duties include, by way of example, routine proofreading of pleadings and other correspondence, preparation of trial or closing binders or notebooks, photocopying and coordinating the schedules of others.

3.9 The ATTORNEY GENERAL shall approve for payment all undisputed fees and costs, as soon as the documentation can properly be processed in accordance with usual State practice.

3.10 The COUNSEL shall maintain accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting. Such records and accounts shall be kept in the manner specified in subsection 7.4, and made available and furnished upon request to the ATTORNEY GENERAL or his designee until six (6) years after the termination of this Agreement. The COUNSEL will cooperate fully with any and all audit or review of billing by the Attorney General or any other agency, person, or entity acting on behalf of the Attorney General or the STATE, and shall, upon request, provide billing in a format, which will facilitate audit or review.

3.11 Maximum payments under this Agreement shall not exceed One Hundred Thousand dollars (\$100,000.00).

3.12 The ATTORNEY GENERAL shall have the right, without the need of prior notice to the COUNSEL, to assign the performance of some aspect of the Services to an Associate or Assistant Attorney General where the ATTORNEY GENERAL, in his sole discretion, finds that such an assignment would best serve the interests of the State of Connecticut.

3.13 Compensation and reimbursement provided under this Section 3 constitutes full and complete payment for all costs and expenses incurred or assumed by the COUNSEL in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by the ATTORNEY GENERAL without the prior written approval of the ATTORNEY GENERAL or his designee.

#### SECTION 4: TERMINATION OF AGREEMENT BY THE ATTORNEY GENERAL

4.1 The ATTORNEY GENERAL, on written notice, may immediately suspend, postpone, abandon, or terminate this Agreement at any time and for any reason, including convenience, and such action shall in no event be deemed to be a breach of contract.

4.2 Upon receipt of written notification from the ATTORNEY GENERAL of termination, the COUNSEL shall immediately cease to perform the Services unless otherwise directed by the ATTORNEY GENERAL or to the extent necessary to prevent the State from failing to make timely filings or otherwise failing to comply with court orders or the law. The COUNSEL shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in his possession or custody, and shall transmit the same to the ATTORNEY GENERAL or his designee as soon as possible, and no later than the fifteenth day following the receipt of the above written notice of termination, together with a detailed hourly description of the Services performed and expenses reasonably incurred and expenses reasonably incurred to the date of termination.

#### SECTION 5: TERMINATION OF AGREEMENT BY THE COUNSEL

5.1 The COUNSEL, on sixty (60) days prior written notice to the ATTORNEY GENERAL, may terminate this Agreement.

5.2 On the effective date of termination, the COUNSEL shall immediately cease to perform the Services except to the extent necessary to prevent the State from failing to make timely filings or otherwise failing to comply with court orders or the law. The COUNSEL shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall deliver the same to the ATTORNEY GENERAL or his designee on or before the fifteenth day following the transmittal of the written notice of termination, together with a description of the cost of the Services performed to said date of termination.

5.3 If COUNSEL terminates its services, COUNSEL shall not be entitled to any compensation for services that are rendered or payment for expenses that are incurred subsequent to the date of said termination.



## SECTION 6: TIME OF PERFORMANCE

6.1 The COUNSEL shall perform the Services at such times and in such sequence as may be reasonably directed by the Attorney General and the Center for Science and Commercialization office of the University of Connecticut

6.2 This Agreement will run from its effective date until the tasks set forth in Section 1 of this Agreement are performed or completed to the satisfaction of the ATTORNEY GENERAL, or unless sooner terminated in accordance with Sections 4 or 5 of this Agreement, but in no event beyond December 31, 2010, unless otherwise amended.

## SECTION 7: REPRESENTATIONS AND WARRANTIES

The COUNSEL represents and warrants to the ATTORNEY GENERAL that:

7.1 The COUNSEL has duly authorized the execution and delivery of this Agreement and the performance of the contemplated Services.

7.2 The COUNSEL will comply with all applicable state and a federal laws and municipal ordinances in satisfying its obligations to the ATTORNEY GENERAL under and pursuant to this Agreement.

7.3 The execution, delivery and performance of this Agreement by the COUNSEL will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any administrative agency; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound.

7.4 The COUNSEL shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties and responsibilities pursuant to this Agreement other than in connection with the performance of those duties and responsibilities. The COUNSEL shall insure that all confidential or privileged records are kept in secured areas and shall take reasonable precautions to protect the records in its custody from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.

7.5 The COUNSEL has performed a detailed conflict of interest check prior to performing any Services and, on or before the effective date of this Agreement, shall have reported the results to the ATTORNEY GENERAL. During the course of this Agreement, the COUNSEL shall not represent any other client if such representation will materially affect its duties or obligations to the State of Connecticut or the ATTORNEY GENERAL or create an appearance of impropriety. When there is a disagreement between the parties to this Agreement as to whether or not the COUNSEL has or may in the foreseeable future have a conflict of interest or there exists or may exist in the foreseeable future an appearance of impropriety, the ATTORNEY GENERAL'S determination shall be final and dispositive of the issue. Where the ATTORNEY GENERAL determines that the COUNSEL'S representation of any client constitutes a conflict of interest, or creates an appearance of impropriety, the COUNSEL shall, within five days of the posting of notice by the ATTORNEY GENERAL or his designee to the COUNSEL, withdraw from the representation of the client, unless such a withdrawal is barred by law or order of a court of competent jurisdiction or the ATTORNEY GENERAL waives such conflict. Nothing in this subsection shall be construed as restricting or otherwise limiting COUNSEL'S rights under subsection 5.1 of this Agreement.

7.6 Unless the ATTORNEY GENERAL designates otherwise in writing, all information or data, in any form, and all papers, recordings, documents and instruments generated or collected by the COUNSEL, the COUNSEL'S agent or any subcontractor, in the scope of their work under this Agreement shall be deemed to be the exclusive property of the State of Connecticut and no one else shall have any right, including but not limited to, intellectual property rights, including copyright and trademark rights, in those items.

7.7 No partner, owner, director and/or employee, with managerial and/or discretionary authority of the COUNSEL may directly or indirectly make financial donations to any candidate for the Office of the Attorney General of the State of Connecticut during the course of this Agreement except that this paragraph shall not be effective until and unless litigation now pending in the United States District Court for the District of Connecticut is resolved in a manner which does not affect the validity of this provision.

7.8 The COUNSEL may not knowingly enter into or retain any business relationships or enterprise in which an employee of the office of the Attorney General holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the ATTORNEY GENERAL.

7.9 The COUNSEL acknowledges that the ATTORNEY GENERAL has relied upon all of COUNSEL'S representations in its Proposal in response to the ATTORNEY GENERAL'S Request for Proposals concerning this matter, and all further information supplied to the ATTORNEY GENERAL in writing thereafter, all of which is designated as Appendix A to this contract and incorporated herein by reference.

## SECTION 8: STATUS REPORTS AND RECORDS

8.1 Upon written or oral request by the ATTORNEY GENERAL or his designee, the COUNSEL will promptly report on the status of the Services performed, including, but not limited to, problems, strategy, analysis and the like.

8.2 The above-described reports shall be provided in writing or orally, as directed by the person requiring a work status report.

8.3 The COUNSEL, upon the request of the ATTORNEY GENERAL or his designee, shall give to the ATTORNEY GENERAL or his designee for his permanent records all original documentation, or, in the sole discretion of the ATTORNEY GENERAL or his designee, copies thereof, filed in the course of, or arising out of, the COUNSEL'S performance of the Services. The COUNSEL shall otherwise maintain all original documentation, or copies thereof in the manner specified in subsection 7.4, for a period of six (6) years after the termination of this Agreement.

## SECTION 9: INSURANCE

9.1 The COUNSEL shall secure and maintain, at no cost or expense to the State, a professional liability insurance policy in a form acceptable to the ATTORNEY GENERAL in the minimum amount of Five Million Dollars (\$5,000,000) with a deductible not to exceed Two-Hundred Fifty Thousand Dollars (\$250,000). This policy shall insure the COUNSEL against damages and costs resulting from negligent acts, errors, and omissions in the work performed by the COUNSEL on and after the effective date of, and under the terms of, this Agreement. The COUNSEL may, at its election, obtain a policy containing a maximum Two Hundred Fifty Thousand (\$250,000) deductible clause, but if so, the COUNSEL shall be liable, as stated above herein, to the extent of the deductible amount.

9.2 No later than thirty (30) days after the effective date of this Agreement, the COUNSEL shall furnish to the ATTORNEY GENERAL on a form or forms acceptable to the ATTORNEY GENERAL, a Certificate of Insurance, including amendment(s), fully executed by an insurance company or companies satisfactory to the ATTORNEY GENERAL for the insurance policy or policies required in subsection 9.1, which policy or policies shall be in accordance with the terms of the Certificate of Insurance.

#### SECTION 10: INDEMNIFICATION

10.1. The COUNSEL shall indemnify, defend and hold harmless the State and its successors and assigns from and against all actions (pending or threatened and whether at law or in equity in any forum), liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' and other professionals' fees, resulting from (i) misconduct or negligent or wrongful acts (whether of commission or omission) of the COUNSEL or any of its members, directors, officers, shareholders, representatives, agents, servants, employees or other persons or entities under the supervision or control of the COUNSEL while rendering professional services to the State under this Agreement, or (ii) any breach or non-performance by the COUNSEL of any representation, warranty, duty or obligation of the COUNSEL under this Agreement. This indemnity shall not be limited by reason of any insurance coverage required of the COUNSEL. The ATTORNEY GENERAL shall provide timely notice to COUNSEL of any such pending action.

10.2. The COUNSEL shall not use, raise, or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any Actions against the COUNSEL arising out of the work performed under this Agreement, or as a defense in any Actions, unless specifically authorized to do so in writing by the ATTORNEY GENERAL or his designee.

#### SECTION 11: CHANGES TO THIS AGREEMENT

11.1 Any and all amendments, changes, extensions, revisions or discharges of this Agreement, in whole or in part, on one or more occasions, shall not be invalid or unenforceable because of lack or insufficiency of consideration, provided, however, that such amendments, extensions, revisions, or discharges are in writing and executed by all the parties to this Agreement.

## SECTION 12: REQUIRED PERSONNEL/OFFICE

12.1 On or before the effective date of this Agreement, the COUNSEL shall have secured, and shall maintain during the term of this Agreement, all at its sole cost and expense (i) such appropriately skilled and competent personnel and supporting staff in adequate numbers; and (ii) such equipment as are reasonably necessary or appropriate to fully perform the Services to the satisfaction of the ATTORNEY GENERAL.

12.2 The personnel shall not be employees of or have any contractual relationship with the Office of the Attorney General.

12.3 All the Services shall be performed by the COUNSEL or under its supervision, and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under law to perform the applicable Services.

## SECTION 13: NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

13.1 (a) For the purposes of this Section 13, "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 of the Connecticut General Statutes; 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) For purposes of this section, "commission" means the commission on human rights and opportunities.

(c) For purposes of this section, "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.

13.2 (a) The COUNSEL agrees and warrants that in the performance of this Agreement such COUNSEL 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, mental retardation, sexual orientation or physical disability, including, but not limited to, blindness, unless it is shown by such COUNSEL that such disability prevents performance of the Services, in any manner prohibited by the laws of the United States or of the State of Connecticut. The COUNSEL 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, mental retardation, sexual orientation, or physical disability, including, but not limited to, blindness, unless it is shown by such COUNSEL that such disability prevents performance of the Services; (b) the COUNSEL agrees, in all solicitations or advertisements for employees placed by or on behalf of the COUNSEL, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (c) the COUNSEL agrees to provide each labor union or representative of workers with which such COUNSEL has a collective bargaining agreement or other contract or understanding and each vendor with which such COUNSEL has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the COUNSEL'S commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the COUNSEL agrees to comply with each provision of this section and Conn. Gen. Stat. sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. sections 46a-56, 46a-68e and 46a-68f; (e) the COUNSEL 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 COUNSEL as relate to the provisions of this section and Conn. Gen. Stat. section 46a-56. If the contract is a public works contract, the COUNSEL 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 project.

13.3 (a) Determination of the COUNSEL'S good faith efforts shall include but shall not be limited to the following factors: The COUNSEL'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.

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

13.4 The COUNSEL shall include the provisions of subsection 13.2 of this section 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 COUNSEL 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 of the Connecticut General Statutes; provided, if such COUNSEL becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the COUNSEL 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.

13.5 The COUNSEL agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

#### SECTION 14: APPLICABLE EXECUTIVE ORDERS OF THE GOVERNOR

14.1 This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof.

14.2 This Agreement may be canceled, terminated or suspended by the Labor Commissioner of the State of Connecticut for violation of or noncompliance with Executive Order No. Three or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner may not be a party to this Agreement.

14.3 This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and such Executive Order is incorporated herein by reference and made a part thereof.

14.4 This Agreement may be canceled, terminated, or suspended by the contracting agency or the Labor Commissioner of the State of Connecticut for violation of or noncompliance with Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement.

14.5 The parties agree to abide by these Executive Orders, and agree that the Labor Commissioner of the State of Connecticut shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until

performance of this Agreement is completed, or until this Agreement is terminated prior to completion.

14.6 This agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, and such Executive Order is incorporated herein by reference and made a part thereof.

14.7 This agreement is subject to the provisions of Executive Order No. 7b of Governor M. Jodi Rell promulgated November 15, 2005, and such Executive Order is incorporated herein by reference and made a part thereof.



## SECTION 15: CONFIDENTIALITY

15.1 All of the reports, information, data, and other papers and materials, in whatever form, prepared or assembled by the COUNSEL under this Agreement are confidential, and the COUNSEL shall not make them available to any individual or organization, other than in connection with the performance of those duties and responsibilities, without the prior written approval of the ATTORNEY GENERAL or his designee.

## SECTION 16: MISCELLANEOUS

16.1 This Agreement, its terms and conditions and Actions arising there from shall be governed by Connecticut law and Connecticut court decisions without giving effect to Connecticut's principles of conflicts of laws. Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the state courts of the State of Connecticut and the COUNSEL hereby waives any objection which it may now or hereafter have to the laying of venue of any Actions in any forum and further irrevocably submits to the jurisdiction of any of the state courts of the State of Connecticut in any Actions.

16.2 The parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Agreement.

16.3 This Agreement incorporates all the understandings of the parties and supersedes any and all agreements reached by the parties prior to the effective date of this Agreement, whether oral or written, and no alteration, modification or interpretation of this Agreement shall be binding unless in writing and duly executed by the parties.

16.4 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, but only if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

16.5 The waiver of a term or condition by the ATTORNEY GENERAL or his designee shall not (i) entitle the COUNSEL to any future waivers of the same or different terms or conditions; (ii) impose any duties, obligations or responsibilities on

the ATTORNEY GENERAL or any Department not already in the Agreement, as amended, modified or superseded; or (iii) subject the ATTORNEY GENERAL or the State of Connecticut or any department or agency thereof to any Actions.

16.6 References in the masculine gender shall also be construed to apply to the feminine and neuter genders, as the content requires.

16.7 Nothing in this Agreement shall be construed as a waiver or limitation of sovereign immunity by the State of Connecticut or the ATTORNEY GENERAL.

16.8 Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by any overnight express service, in either case addressed to the parties below:

If to COUNSEL:

**SELECTED LAW FIRM(s)**

If to the ATTORNEY GENERAL, the Assistant Attorney General as set forth in subsection 2.1, and as follows:

**TO BE DETERMINED**

or in each case to such other person and/or address as either party may from time to time designate by giving notice in writing to the other party. Telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above.

16.9 The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.

16.10 Time is of the essence in this Agreement.

16.11 This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed five (5) counterparts of this Agreement.

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
TO BE DETERMINED  
STATE OF CONNECTICUT

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Richard Blumenthal  
Attorney General

## Nondiscrimination

**Sec. 4a-60. Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.** (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (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, mental retardation 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. 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, mental retardation, 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; (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 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 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (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 section 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 project.

(b) For the purposes of this section, "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.

(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 subsection (a) of this section 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.

**Sec. 4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.** (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (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; (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.

(b) The contractor shall include the provisions of subsection (a) of this section 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

## Executive Order No. 3

State Of Connecticut  
By His Excellency  
Thomas J. Meskill  
Governor

### Executive Order No. Three

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-61e(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

- I. The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.
- II. Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors

may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

- III. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.
- IV. The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.
- V. Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.
- VI. The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or



- agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.
- VII. The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.
- VIII. The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.
- IX. The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
- X. (a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may
1. Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.

2. Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly compliance with the provisions of this Order.
3. Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
4. Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
5. Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
6. Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts with a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

- XI. If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.
- XII. Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the

contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

XIII. The labor commissioner may delegate to any officer; agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV. This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superceded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16<sup>th</sup> day of June, 1971

*Thomas J. Meskill*  
Governor

Filed this 16<sup>th</sup> day of  
June, 1971.

*Harry Hammer*  
Secretary Of The State

## Executive Order No. 16

State of Connecticut by His Excellency  
John G. Rowland  
Executive Order No. 16

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy**:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment

No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.

No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.

No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees.
3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor.
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut this 4<sup>th</sup> day of August 1999

John G. Rowland, Governor

## Executive Order No. 17

State Of Connecticut  
By His Excellency  
Thomas J. Meskill  
Governor

### Executive Order No. Seventeen

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all the services offered,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and direct, as follows, by this Executive Order:

- I. The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and

that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

- II. Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.
- III. All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.
- IV. Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.
- V. The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.
- VI. The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
- VII. (a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.  
  
(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action

recommended. The agency shall report the results to the Labor Commissioner promptly.

- VIII. If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15<sup>th</sup> day of February 1973.

*Thomas J. Meskill*  
Governor

Filed this 15<sup>th</sup> day of February 1973.

*Harry Hammer*  
Secretary Of The State (Deputy)



## Executive Order No. 7b

STATE OF CONNECTICUT  
BY HER EXCELLENCY  
M. JODI RELL  
GOVERNOR

### EXECUTIVE ORDER NO. 7B

Whereas, in the wake of the scandals related to state contracting, I established the State Contracting Reform Task Force to examine the way in which the state buys goods and services with a directive to restore integrity to, and the public's trust in, the way we buy such goods and services; and

Whereas, that task force submitted a number of recommendations that were embodied in a legislative proposal for the General Assembly's consideration;

Whereas, the General Assembly added to that legislative proposal provisions that do not address the irregularities in state contracting, but instead place unacceptable and overly burdensome limitations on the services for which the executive branch may enter into contracts in order to conduct the business of the state and provide essential state services;

Whereas, in light of those provisions, I had no choice but to veto that legislation;

Whereas, there remains an acute need to make reforms in the state contracting process in order to ensure such contracting process reflects the highest standards of integrity, is clean and consistent and is conducted in the most efficient manner possible to enable state agencies to deliver programs and serve our citizens;

Whereas, there further remains an acute need to address the state's vulnerabilities in the selection and procurement processes to avoid improprieties, favoritism, unfair practices or ethical lapses in the future, or the appearance of such; and

Whereas, it has been deemed to be advisable to make certain modifications and revisions to the text of Executive Order Nos. 7 and 7A.

Now, therefore, I, M. Jodi Rell, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby order and direct that:

1. (a) There is established a State Contracting Standards Board (the "Board") that shall consist of nine members. Five members shall be appointed at the sole discretion of the Governor. Four members shall be appointed by the Governor based on the recommendations of the four principal leaders of the General Assembly. The Speaker of the House of Representatives, the House Minority Leader, the President Pro Tempore of Senate and the Senate Minority Leader of the Connecticut General Assembly may each recommend to the

Governor one member for appointment by the Governor to the Board. Each member recommended to the Governor or appointed to the Board shall have demonstrated sufficient knowledge by education, training or experience in several of the following enumerated areas: (1) government procurement; (2) contract negotiation, drafting and management; (3) contract risk assessment; (4) preparing requests for proposals, invitations to bid and other procurement solicitations; (5) evaluating proposals, bids and quotations; (6) real property transactions; (7) business insurance and bonding; (8) the state code of ethics; (9) federal and state statutes, policies and regulations; (10) outsourcing and privatization proposal analysis; and (11) small and minority business enterprise development, known in the State of Connecticut as the set aside program. Such education, training or experience shall have been acquired over not less than a continuous five-year period and shall have been acquired within the ten-year period preceding such appointment.

(b) The chairperson of the Board shall be elected by the members of the Board from amongst themselves. The members shall serve at the pleasure of the Governor and their terms shall be coterminous with the term of the Governor.

(c) The Board shall be an independent body within the Executive Department.

(d) The chairperson of the Board shall be compensated two hundred dollars per diem. Other members of the Board shall be compensated two hundred dollars per diem. No person shall serve on the Board who holds another state or municipal governmental position and neither a person on the Board nor any spouse, child, stepchild, parent or sibling of such person shall be directly or indirectly involved in any enterprise that does business with the state.

(e) The Governor shall appoint an executive director who shall serve as an ex-officio, nonvoting member of the Board. The Governor or the Board may remove the executive director from office for reasonable cause. The Board shall, annually, conduct a performance evaluation of such executive director. The salary of the executive director shall be determined by the Commissioner of the Department of Administrative Services and the individual will be placed in the management pay plan and have benefits such as vacation, sick leave, pension and insurance determined in accordance with that designation. For all other purposes, the executive director shall be considered an appointed official.

(f) The Board may contract with consultants and professionals on a temporary or project by project basis and may employ secretaries, real estate examiners, contract specialists, forensic fraud examiners, property and procurement specialists, paralegals, attorneys and such other employees as the Board deems to be necessary or appropriate, all of whom shall be in the state classified service as permitted or required in accordance with applicable law. As the Board is not a state agency, the employees shall be considered to be employees of the Department of Administrative Services for administrative purposes.

(g) The reasonable expenses of the Board and its employees shall be paid from the budget of the Board upon the approval of the Board.

(h) No employee of the Board shall hold another state or municipal position, nor shall any such employee or any non-clerical employee or any spouse, child, stepchild, parent or sibling of such employee of the Board be directly or indirectly involved in any enterprise that does business with the state. Each member and employee of the Board shall file, with the Board and with the Citizen's Ethics Advisory Board, a financial statement indicating all sources of business income of such person in excess of one thousand dollars, and the name of any business with which such member or employee is associated, as defined in Subsection (b) of Section 1-79 of the general statutes. Such statement shall be a public record. Financial statements for the preceding calendar year shall be filed with the Citizen's Ethics Advisory Board and the Board on or before the first day of May of each year if such employee or member held such a position during the preceding calendar year, as permitted or required in accordance with applicable law.

(i) The Board shall be assigned to the Department of Administrative Services for administrative purposes only.

(j) Five members of the Board shall constitute a quorum, which shall be required for the transaction of business by the Board.

(k) The Department of Administrative Services, together with the Office of Policy and Management, shall provide to the Office of the Governor their recommendations for achieving the staff and personnel provisions of this Executive Order in a manner permitted or required in accordance with applicable law.

2. For the purposes of this Executive Order, the following definitions shall apply:

(a) "Contract risk assessment" means (A) the identification and evaluation of loss exposures and risks, including, but not limited to, business and legal risks associated with the contracting process and the contracted goods and services, and (B) the identification, evaluation and implementation of measures available to minimize potential loss exposures and risks.

(b) "Contractor" means any person or entity submitting a bid, proposal or quotation for a contract described in Section 3 of this Executive Order, including, but not limited to, a small contractor, minority business enterprise, organization, or individual with a disability, all as more specifically defined in Section 4a-60g of the general statutes.

(c) "Emergency procurement" means procurement by a state agency that is made necessary by a sudden, unexpected occurrence that poses a clear and imminent danger to public safety or requires immediate action to preserve prevent or mitigate the loss or impairment of life, health, property or essential public services or in response to a court order, settlement agreement or other similar legal judgment, as permitted or required in accordance with applicable law.

(d) "Goods" means all items of personal property, including, but not limited to items commonly referred to as supplies, materials, equipment and inventory that are the subject of a state procurement.

(e) "Privatization contract" means an agreement or series of agreements between a state contracting agency and a person or entity, in which such person or entity agrees to provide services valued at five hundred thousand dollars or more over the life of the contract that are substantially similar to and in lieu of services provided, in whole or in part, by employees of such agency or by employees of another state agency for such state agency and that results in the layoff of any state employee. "Privatization contract" does not include a privatization contract in effect on or before the effective date of this Executive Order, an agreement to provide management or financial consulting or a consultant-services agreement to provide professional, architectural or design services on a project-by-project basis.

(f) "Procurement" means contracting for purchasing, leasing or otherwise acquiring or disposing of all manner of real and personal property, and goods and services, including but not limited to, using purchase of services contracts and personal service agreements, information technology, and construction, reconstruction, alteration, remodeling, repair or demolition of buildings and public works, and includes all government functions that relate to such activities.

(g) "Purchase of service contract" means any contract between a state agency and a nonprofit agency, partnership or corporation for the purchase by the state of ongoing and routine health and human services for clients of the Departments of Social Services, Children and Families, Mental Retardation, Mental Health and Addiction Services, Public Health and Correction which is overseen by the Office of Policy and Management.

(h) "State contracting agency" means any state agency and all higher education agencies and institutions within the Executive Department permitted or required to enter into contracts, in accordance with applicable law. "State contracting agency" shall not include the Judicial or Legislative Departments of the State of Connecticut, or the Joint Committee on Legislative Management within the Connecticut General Assembly.

3. (a) On or before January 1, 2007, the Board shall prepare a uniform procurement code to govern all aspects of procurement and contracting involving all expenditures by and revenues to (1) all state contracting agencies in connection with all of their transactions involving real property, all manner of goods, personal property and services, information technology and the construction, reconstruction, alteration, remodeling, repair or demolition of buildings and public works, and (2) municipalities and quasi-public entities that receive state funds. Nothing in this Section shall be construed to require the application of the uniform procurement code when such procurement involves the expenditure of federal assistance or contract funds and federal law provides for applicable procurement procedures.

(b) The uniform procurement code described in Subsection (a) of this Section shall be designed to: (1) establish uniform contracting standards and practices among the various state contracting agencies; (2) simplify and clarify the state's laws and regulations

governing procurement and contracting standards, policies and practices, including, but not limited to, procedures concerning the solicitation and evaluation of competitive sealed bids, proposals and quotations, small purchases, sole source procurements and emergency procurements; (3) ensure the fair and equitable treatment of all businesses and persons who deal with the procurement system of the state; (4) include a process to maximize the use of small contractors and minority business enterprises, or individuals with a disability, all as more specifically defined in Section 4a-60g of the general statutes; (5) provide increased economy in state procurement activities and maximize purchasing value to the fullest extent possible; (6) ensure that the procurement of supplies, materials, equipment, services, real property and construction required by any state contracting agency is obtained in a cost-effective and responsive manner; (7) preserve and maintain the existing contracting, procurement, disqualification, suspension and termination authority and discretion of any state contracting agency when such contracting and procurement procedures represent best practices; (8) include a process to improve contractor and state contracting agency accountability; (9) include standards by which state contracting agencies must solicit and evaluate proposals to privatize state or quasi-public agency services; and (10) establish standards for leases and lease-purchase agreements and for the purchase, sale or transfer of other interests in real property.

(c) In preparing the uniform procurement code described in Subsection (a) of this Section, the Board shall conduct a comprehensive review of existing state contracting and procurement laws, regulations, procedures and practices and shall utilize them as the Board deems to be appropriate.

(d) Upon request by the Board, each state contracting agency engaged in procurement shall provide the Board, in a timely manner, with such procurement information as the Board deems to be necessary or appropriate. The Board shall have access to all information, files and records related to any state contracting agency in furtherance of this purpose. Nothing in this Section shall be construed to require the Board's disclosure of documents that are exempt from disclosure pursuant to chapter 14 of the general statutes or that may be protected from disclosure under claim of an attorney-client privilege.

(e) The Board shall file such uniform procurement code with the clerks of the House of Representatives and the Senate not later than January 15, 2007, for the General Assembly's consideration and adoption.

4. In addition to the preparation of the uniform procurement code described in Section 3 of this Executive Order, the duties of the Board shall include:

(a) Recommending the repeal of repetitive, conflicting or obsolete statutes concerning state procurement;

(b) Developing, publishing and recommending revisions and updates to the uniform procurement code;

(c) Assisting state contracting agencies in complying with the uniform procurement code by providing training, guidance, models, advice and practical assistance to state contracting agency staff relating to: (1) buying the best goods and services at the best price and terms; (2) properly selecting contractors; (3) drafting contracts that achieve state goals and protect taxpayers' interests; (4) monitoring and addressing issues relating to the performance of parties to state contracts; (5) termination of state contracts in a manner permitted or required by contract or applicable law; and (6) implementation of the uniform procurement code. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 4(c). Such agencies shall consider such advice and recommendations and act as required or permitted in accordance with applicable law;

(d) Reviewing and certifying that a state contracting agency's procurement processes are in compliance with the code. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 4(d). Such agencies shall consider such advice and recommendations and act as required or permitted in accordance with applicable law;

(e) Triennially, recertifying each state contracting agency's procurement processes and providing agencies with notice of any certification deficiency and exercising authority as provided under Section 6 of this Executive Order if a determination of noncompliance is made. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 4(e). Such agencies shall act on that advice and recommendations as required or permitted in accordance with applicable law;

(f) Defining the training requirements for state contracting agency procurement professionals;

(g) Monitoring implementation of the state contracting portal and making recommendations for portal improvement to the Department of Administrative Services;

(h) Providing advice and recommendations to state contracting agencies regarding a model contract data retention policy for state contracting agencies concerning retention of information, as required or permitted in accordance with applicable law. Such model policy shall include, but not be limited to, information on: (A) the number and type of state contracts currently in effect state-wide, (B) the dollar value of such contracts, (C) a list of client agencies, (D) a description of services purchased under such contracts, (E) contractor names, and (F) an evaluation of contractor performance. The policy shall assure that such information is available on the state contracting portal, all as required or permitted by applicable law;

(i) Providing the Governor with recommendations concerning the uniform procurement code and this Executive Order;

(j) Providing advice and recommendations to state contracting agencies regarding implementation by such agencies of ethics training courses for state employees involved in procurement and for state contractors as required or permitted in accordance with applicable law. Such ethics training course may be developed and provided by the Citizen's Ethics Advisory Board or by any person, firm or corporation for implementation by such state contracting agencies as required or permitted in accordance with applicable law;

(k) Developing of recommendations to the General Assembly whereby the Board will perform the powers, duties and obligations of the State Properties Review Board; and

(l) Providing the Governor and the General Assembly with recommendations concerning the extension and applicability of the uniform procurement code, upon its adoption by the legislature, to the Judicial and Legislative Departments of the State of Connecticut, including the Joint Committee on Legislative Management within the Connecticut General Assembly.

5. (a) The Board shall triennially conduct audits of state contracting agencies to ensure compliance with the uniform procurement code. In conducting such audit, the Board shall have access to all contracting and procurement records, may interview personnel responsible for contracting, contract negotiations or procurement and may enter into an agreement with the State Auditors of Public Accounts to effectuate such audit. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 5(a). Such agencies shall consider such advice and recommendations and act as required or permitted in accordance with applicable law.

(b) Upon completion of any such audit, the Board shall prepare and issue a compliance report for such state contracting agency. Such report shall identify any process or procedure that is inconsistent with the uniform procurement code and indicate those corrective measures the Board deems to be necessary or appropriate to comply with code requirements. Such report shall be issued and delivered not later than thirty days after completion of such audit and shall be a public record. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 5(b). Such agencies shall consider such advice and recommendations and act as required or permitted in accordance with applicable law.

6. (a) Each contract entered into on or after October 1, 2005 shall provide that the Board may review the contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purpose of this Section, "for cause" means: (1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency. Notwithstanding the

October 1, 2005 date, any procurement currently in progress that has not yet resulted in a fully executed contract can continue to proceed to contract without this provision, provided that no later than December 31, 2005 the parties execute an amendment or other appropriate contract modification to add this provision.

(b) For purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

7. The Board shall issue recommendations regarding the disqualification or suspension of contractors from bidding or proposing on state contracts to the extent required or permitted in accordance with applicable law. State contracting agencies shall consider such recommendations and act to the extent required or permitted in accordance with applicable law.

8. In accordance with section 1-225 of the Connecticut General Statutes, all public meetings of state agencies shall be posted on that agency’s website.

9. Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay.

10. (a) Notwithstanding the contract value listed in sections 4-250 and 4-251 of the Connecticut General Statutes, all procurements between state agencies and private entities with a value of \$50,000 or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said sections. Certifications by agency officials or employees required by section 4-252 of the Connecticut General Statutes shall not be affected by this section.

(b) Any procurement currently in progress that has not yet resulted in a fully executed contract can continue to proceed to contract without the required contract provision that was set forth in Section 11 of Executive Order 7A, provided that the gift affidavit required in subsection (a) of this Section is submitted in accordance with section 4-251 of the Connecticut General Statutes.

11. No state agency may expend funds for any contract for legal services between the Attorney General and any person, firm or corporation that is entered into on or after January 1, 2006, and that will or that can reasonably be expected to result in attorney's fees, including, but not limited to, contingent fees paid to such person, firm or corporation in the amount of fifty thousand dollars or more, unless such contract has been subject to requests



for proposals or requests for qualifications and awarded according to a competitive selection process.

12. Any provision of this Executive Order which is deemed to be invalid, illegal or unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such invalidity, illegality or unenforceability, without invalidating the remaining provisions of this Executive Order or affecting the validity or enforceability of any provision of this Executive Order applied to circumstances other than those as to which it is held invalid, illegal or unenforceable. This Executive Order shall be interpreted and construed, to fullest extent possible, to be consistent with, and not in conflict with any applicable statute, regulation, decision of a court of competent jurisdiction or other source of applicable law.

13. Executive Order Nos. 7 and 7A are hereby repealed in their entirety and are replaced with the text hereof.

This Executive Order shall be effective upon signing except for section 10(a) which shall take effect on January 1, 2006.

Dated at Hartford, Connecticut, this 16th day of November 2005.

M. Jodi Rell

Governor

By Her Excellency's Command:

Susan Bysiewicz

Secretary of the State

Employment Information Form 801

**UConn Health Center**  
**COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES**  
**WORKFORCE ANALYSIS AFFIRMATIVE ACTION REPORT**

BIDDER/CONTRACTOR	CONTACT PERSON:	DATE:
ADDRESS	PHONE NUMBER	CONTRACT AWARD NUMBER

**Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the numbers on all lines and in all columns.**

JOB CATEGORIES	OVERALL TOTALS (Sum of all Columns, A thru F Male and Female)	A WHITE (NOT OF HISPANIC ORIGIN)		B BLACK (NOT OF HISPANIC ORIGIN)		C HISPANIC		D ASIAN OR PACIFIC ISLANDER		E AMER. INDIAN OR ALASKAN NATIVE	
		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
Officials and Managers											
Professionals											
Technicians											
Sale Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											
Do you use minority businesses as subcontractors or suppliers?						<input type="checkbox"/> YES	<input type="checkbox"/> NO	Explain:			
If CT based, do you post all employment openings with the State of Connecticut Employment Service?						<input type="checkbox"/> YES	<input type="checkbox"/> NO	Explain:			
Do you implement a written Affirmative Action Plan?						<input type="checkbox"/> YES	<input type="checkbox"/> NO	Explain:			
<b><u>DESCRIBE YOUR RECRUITMENT, HIRING, TRAINING AND PROMOTION ANTI DISCRIMINATION PRACTICES</u></b>											

Revised 6/01