

ATTORNEY GENERAL STATE OF CONNECTICUT

Request for Proposals for Services

RFP # 2020-02

**(Representation of State of Connecticut With Regard
To Opioid Investigations and Litigation)**

The State of Connecticut, Office of the Attorney General, is seeking proposals to provide certain legal services related to investigations and possible litigation concerning suspected violations of law in the marketing, sale and distribution of opioid drugs. **PROPOSALS ARE DUE BY Monday, April 13, 2019, at 4:30 p.m. local time, as detailed in the Request for Proposals.**

This Request for Proposals is available online at <https://portal.ct.gov/ag> under the Resources heading.

WILLIAM TONG, Attorney General

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**REQUEST FOR PROPOSALS
BY
THE STATE OF CONNECTICUT
OFFICE OF THE ATTORNEY GENERAL**

**Representation of the State of Connecticut
Opioid Investigations and Litigation**

RFP# 2020-02

The State of Connecticut, Office of the Attorney General (“OAG”) is seeking proposals to provide certain legal services for the State of Connecticut, under the supervision of the Attorney General, with respect to investigations and possible litigation concerning suspected violations of law in the marketing, sale and distribution of opioid drugs. The intention of this Request for Proposals (“RFP”) is to seek substantial legal services pursuant to alternative fee arrangements, in recognition of the opportunity to provide meaningful assistance in litigation of great local and national importance regarding the health and welfare of our citizens.

SCOPE OF SERVICES

The services to be performed by COUNSEL may consist of one or more of the following tasks:

- (a) Representing, assisting, advising, and providing legal counsel to the State of Connecticut in certain aspects of investigation and/or litigation, both ongoing and prospective, concerning suspected violations of law, including but not limited to violations of the Connecticut Unfair Trade Practices Act, in the marketing, sale or, distribution and/or dispensing of prescription opioids by pharmaceutical manufacturers or distributors, pharmacies or other dispensers of prescription opioids, which conduct caused and causes harm to the State of Connecticut and/or consumers by causing or contributing to the opioid epidemic in Connecticut. For examples of cases in which claims have been brought against opioid manufacturers, marketers, pharmacies, distributors and/or dispensers, see *In Re: National Prescription Opiate Litigation* (U.S. District Ct., Northern District of Ohio, Eastern Division, Case No. 17-md-2804), *State of Florida v. Purdue Pharma, L.P., et al.*, (Fla. Cir. Ct., Case No. 2018-CA-001438), *People of the State of New York v. Purdue Pharma, L.P. et al.*, (N.Y. Sup. Ct. Index No.: 400016/2018). Also see *State of Connecticut v. Purdue Pharma, L.P. et al.* (Hartford Superior Court, Docket No. HHD-CV-19-6105325).
- (b) Review, analysis, investigation and research necessary to carry out the Services, including certain aspects of discovery. For example,

at the direction of the ATTORNEY GENERAL, COUNSEL shall review documents according to discovery management protocols established by the ATTORNEY GENERAL and produce reports based on such review. Also, at the direction of the ATTORNEY GENERAL, COUNSEL shall conduct or assist in taking or defending depositions or interviews of fact witnesses and experts and provide applicable legal and factual analysis.

- (c) Preparing, writing, or assisting the ATTORNEY GENERAL in preparing certain documents, including pleadings and legal briefs on discovery motions, dispositive motions, pre- and post-trial motions, and other motions or submissions to the court.
 - (d) Prepare for and provide assistance at trial or other dispute resolution process by preparing fact and expert witnesses and providing applicable legal and factual analysis.
 - (e) Assist the ATTORNEY GENERAL in settlement negotiations by conducting research and preparing materials in aid of a negotiated resolution.
 - (f) Providing all necessary expert, technical, paralegal, clerical, document retrieval and analysis and other litigation support, including ability to use Everlaw and any other discovery management, litigation management or trial management software or information technology that is necessary.
 - (g) Providing staff, equipment, and expertise to minimize the administrative burdens imposed on state employees, officials, and agencies in the course of rendering the Services.
- 1.2 Services to be performed will be more specifically assigned by one or more Statements of Work (“SOW”) provided by OAG from time to time.
- 1.3 Services shall not include oral argument on behalf of the State in court proceedings or engaging with opposing parties in settlement negotiations on behalf of the State.

TERMS OF CONTRACT

Contracts awarded pursuant to this RFP will probably have a term of two (2) years, renewable by mutual agreement and a maximum value to be specified in a completed contract. Any extensions will be only by written amendment to the original Professional Services Agreement (hereinafter referred to as “Contract” or “Agreement”). These awards are not necessarily exclusive. The OAG reserves the right during the terms of

these contracts to solicit and request additional proposals for legal services in the same or other areas of practice.

Work will be assigned under the general terms of a contract substantially in accord with Appendix A attached hereto, by the issuance of more detailed and specific Statements of Work (“SOW”) for specific assignments or projects.

The OAG seeks proposals involving creative alternative fee proposals maximizing the value of the services to the State of Connecticut. For example only, and without ruling out or limiting other possibilities, a proposal could involve one or any combination of the following:

- 1) A flat fee for all work requested by the OAG during the term of the contract, with a maximum not to exceed an amount to be determined over two years;
- 2) Deeply discounted hourly rates for partners, of counsel, associates and paralegals, or a deeply discounted blended hourly rate;
- 3) A fee proposal involving a percentage, perhaps, for example, 2% of any direct financial recovery to the State of Connecticut by settlement and 3% of any direct recovery to the State after trial, and specifying how and over what period of time these figures would be measured, provided that if the payments the state will receive are over time, then the fee to be paid would be paid over the same time. No percentage fee would be paid unless the selected firm had provided substantial and material assistance prior to the settlement or trial judgment;
- 4) A fee proposal involving a combination of a flat fee or hourly rates and a smaller percentage of any direct financial recovery to the State of Connecticut, for example, 1% of any direct financial recovery to the State of Connecticut if by settlement and 2% of any direct recovery to the State after trial, and specifying how and over what period of time these figures would be measured, provided that if the payments the state will receive are over time, then the fee to be paid would be paid over the same time. No percentage fee would be paid unless the selected firm had provided substantial and material assistance prior to the settlement or trial judgment;
- 5) A fee proposal including some elements suggested above plus a results-based incentive fee based upon specified criteria to be determined in a specified way;
- 6) Any other fee proposal maximizing the work and value of the work provided to the OAG and minimizing the cost to the State of Connecticut.

Proposals must be received by the OAG by 4:30 p.m., local time, on Monday, April 13, 2020. The Attorney General may invite some firms to attend an interview shortly thereafter. During interviews and otherwise during the selection process, the Attorney General may invite and engage in further negotiations with certain proposers about any and all aspects of their initial proposals. An evaluation committee will evaluate the proposals and the results of any further negotiations or discussions in accordance with the selection criteria set forth in this RFP, which explains other terms and requirements.

The selected consultant must enter into a contract with the OAG, substantially in the form of the draft contract set out in Appendix A. The Attorney General strongly encourages minority, women-owned and disadvantaged businesses to apply.

All communication with the OAG must be undertaken only as specified in this RFP.

SELECTION CRITERIA

The evaluation committee will evaluate firms on the basis of their written responses to this RFP, additional written information that may be requested by the OAG and, possibly, oral interviews. The goal of the evaluation will be to select the firm or firms which provide(s) the best combination of qualifications, relevant experience and value.

The evaluation committee will also consider the following non-exclusive factors in making its determination:

- The value of the services offered in relation to the proposed cost of the services.
- Depth and quality of experience in conducting complex investigations and litigation, particularly with respect to the pharmaceutical industry.
- Significant knowledge of federal and state health care programs.
- Significant knowledge of the opioid epidemic, and the factors that have contributed to the epidemic.
- Significant experience in conducting or assisting multi-state investigations and litigation.
- The firm's financial resources and commitment to carry out this undertaking, including any litigation which may result, and all associated fees, costs and expenses, to a successful completion.
- Ability to fully participate in all necessary discovery and litigation tasks both within and outside the State of Connecticut.
- Working relationship with federal and/or state governmental entities involved in regulatory oversight of and/or enforcement concerning pharmaceutical manufacturing and distribution.
- Access to or ability to access databases or other repositories of documentary material related to healthcare goods and services, including, but not limited to, pharmaceutical manufacturing and distribution.
- Ability to muster sufficient resources to respond to significant motion practice and discovery demands propounded by potential defendants.
- Qualifications of personnel, including the experience and availability of the lead

attorneys and the breadth and depth of other partners, associates and other professionals available to provide services to the State.

- Demonstrated ability to work closely and cooperatively with clients.
- Team organization and approach, including the ability of the firm or firms to adequately staff and promptly and vigorously pursue the litigation to conclusion.
- Qualifications and number of staff who will be assigned to this matter, including the percentage of their time to be devote to this matter.
- Ability and commitment to minimize the administrative burdens imposed on State employees, officials and agencies in this undertaking, specifically including any litigation that may result.
- If not already admitted to the Connecticut Bar, the ability to obtain pro hac vice admission to the Connecticut Superior Court and arrangements for local counsel in Connecticut and any other jurisdiction that may be necessary.
- Results of reference checking.
- Reasonableness of rates and method of compensation proposed and demonstrated efficiency in providing sound advice and counsel without unnecessary or excessive charges. Among substantially equally qualified proposers, rates and efficiency will weigh heavily in making a selection.
- Workforce diversity, as evidenced by the contractor's current workforce diversity and its explanation of its current diversity and any plans or efforts it describes to improve or broaden its diversity.
- Record of compliance with all applicable ethical rules and rules of professional conduct.
- Detailed discussion of any potential conflicts, including representation of entities that have been sued or discussed publicly by state attorney generals or plaintiff class counsel as possible targets of lawsuits related to opioids and the opioid epidemic.
- The proposing firm will not be considered to have an irreconcilable conflict of interest because the firm or attorneys associated with the firm have in the past brought or are currently bringing litigation against the State of Connecticut, whether in court, mediation or arbitration, so long as that litigation does not concern the firm's involvement in matters related to: (a) pharmaceutical manufacturing and distribution; (b) the Attorney General, the Comptroller, the Office of Policy & Management, the Department of Social Services, the Department of Consumer Protection, the Department of Public Health, and/or the Department of Mental Health and Addiction Services; (c) any other state agency that regulates and/or transacts business concerning healthcare goods and

services, including, but not limited to, the pharmaceutical industry or health care providers with authority to prescribe goods and/or services provided by the pharmaceutical industry; and (d) any other state agency which reimburses, directly or indirectly, for healthcare goods and services including, but not limited to, goods and services provided by the pharmaceutical industry or health care providers with authority to prescribe goods and/or services provided by the pharmaceutical industry. All potential conflicts with the State of Connecticut must be fully described and discussed in the proposal.

Firms that are qualified to provide many but not all of the listed services will be considered.

INSTRUCTIONS TO PROPOSERS

I. Proposals Schedule

Release of RFP: **Tuesday, March 10, 2020**

Proposals due: **Monday, April 13, 2020**

From the date the OAG issues this RFP until the date that it awards the contract to the successful proposer, interested parties should not contact any employee of the State of Connecticut for additional information concerning this RFP, except in writing directed only to Joseph Rubin, Assistant Deputy Attorney General, at Connecticut Office of the Attorney General, 165 Capitol Avenue, Hartford, CT 06106, or via email at joseph.rubin@ct.gov. Interested parties should submit questions no later than **March 30, 2020**. Answers will be posted by **April 6, 2020**. Late questions may not receive answers. The OAG will answer questions only in the form of one or more addenda to this RFP posted on its website, <http://portal.ct.gov/ag>, at the Request for Proposals button on the right hand side. Proposers have the responsibility to review that location for any addenda to this RFP.

For technical questions only, concerning issues or problems with access to or downloading of this RFP and associated information from the website, proposers may contact Muhannad Alsaqri by email at muhannad.alsaqri@ct.gov.

II. Sealed Proposals

Proposers must submit an original and four (4) copies of their proposals in a SEALED envelope or carton, clearly marked with **RFP #2020-02**, the date it is due, and the name and address of the firm. **Proposers may send the proposal by courier or overnight delivery service or deliver it in person to the address below, arriving no later than Monday, April 13, 2020, at 4:30 p.m. local time. Because of certain delivery issues, proposals sent by U.S. Postal Service must arrive before 4:30 p.m. on the day prior to the due date.** Proposals will not be publicly opened on the due date. Proposals received after that time may not be accepted. Postmark dates will not be considered as the basis for meeting any submission deadline. All proposals and other communications

with the State regarding this RFP must be submitted in writing in sealed envelopes or cartons which clearly identify this RFP. Any material received that does not conform to this provision will be opened as general mail, which may not ensure the proposer's intent or that the materials arrive timely.

Joseph Rubin, Assistant Deputy Attorney General
RFP #2020-02
Connecticut Office of the Attorney General
165 Capitol Avenue, Hartford, CT 06106

III. Submission of Proposals

- (a) To be considered, all submissions must include all the following:
- (1) All information and documents requested by the RFP;
 - (2) A statement affirming specifically all of the representations and warranties set forth in Section XII (Independent Price Determinations) and Section XIII (Offer of Gratuities), below;
 - (3) Five (5) paper copies of all required or supporting documents, and five (5) copies of a CD, DVD or USB drive containing all documents in a format compatible with Microsoft Word, current version, and affording the user the capability of searching its contents; except that the signature pages and required or necessary forms not conveniently available in Microsoft Word may be provided in PDF format; and
 - (4) Confirmation that an account has been created in the Connecticut Department of Administrative Services ("DAS") Business Network ("BizNet") system showing that all required forms have been completed and uploaded. The required forms may include, but may not be limited to: *Ethic Affidavits and Certifications Form 1 (Gift and Campaign Contribution)*; *Form 5 (Consulting Agreement)*; *Form 6 (Affirmation of Receipt of State Ethics Laws Summary)*; and *Form 7 (Iran Certification)*; *Commission on Human Rights & Opportunities' Nondiscrimination Certification and Workplace Analysis Affirmative Action Report/ Employment Information Forms*. These documents are included in your BizNet account as fillable forms. Copies of these completed forms do not need to be submitted with your proposal. Any proposer that does not make the certifications required may be disqualified. Information regarding the DAS BizNet system can be found at <https://portal.ct.gov/DAS/Procurement/Contracting/DAS-Procurement-BizNet-Accounts>

- (b) Concise answers are encouraged. Responses should be prepared on 8½ x 11 inch paper using at least 12 point type with standard margins.
- (c) The submission of proposals shall constitute, without any further act required of the proposers or the OAG, acceptance of the requirements, administrative stipulations and all of the terms and conditions of this RFP. Proposals must reflect compliance with such requirements. Failure of the proposal to so comply may result in the OAG's rejection of the proposal. The OAG will reject any proposal that deviates materially from the specifications, terms or conditions of this RFP. Proposers submitting proposals with any minor or immaterial deviations must identify and fully justify such deviations in order for the OAG to consider their proposal.
- (d) No additions or changes to any proposal will be allowed after the proposal due date, unless the OAG specifically requests such modification. The OAG may, at his option, seek proposer retraction and/or clarification of any discrepancy or contradiction found during the review of proposals.
- (e) Information Required in the Proposal:
 - (1) Name the primary individuals who would work with the State, and explain their experience, relevant background and anticipated duties. Include brief resumes for each.
 - (2) Explain the firm's qualifications in light of the stated criteria detailed above.
 - (3) Disclose any past or present assignments, relationships or other employment that your firm or any employee of your firm has or has had that may create a conflict of interest or the appearance of a conflict of interest in serving as counsel for the State in this matter.
 - (4) If you find any term or provision of the proposed draft contract in Appendix A unacceptable, identify the term, explain why it is unacceptable, and state whether failure to modify this term would result in your firm's failure to execute a contract in this matter.
 - (5) Discuss any pending complaints or investigations, or any made or concluded within the past five (5) years, to or by any regulatory body or court regarding the conduct of your firm or its predecessors, or any of its present or former attorneys or employees.
 - (6) Provide names and contact information of three (3) client references for whom you have performed services reasonably comparable to those sought in this RFP.

- (7) Describe all options you propose for compensation and reimbursement to the firm, as would be set forth in Section 3 of the draft contract in Appendix A. As stated above, the OAG seeks proposals for substantial legal services at a highly discounted rate, in recognition of the opportunity to provide meaningful assistance in litigation of great local and national importance regarding the health and welfare of Connecticut's citizens.
- (f) Conformity and Completeness of Proposals: To be considered acceptable, proposals must be complete and conform to all material RFP instructions and conditions. The OAG, 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.
- (g) Stability of Proposed Fees: Any fee proposals must be valid for the entire duration of the Contract. The total cost of this contract will not exceed an amount to be determined and the duration of the contract will not exceed 3 years subject to possible extension by amendment.

IV. Amendment or Cancellation of this RFP

The OAG 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.

V. Presentation of Supporting Evidence

Proposers must be prepared to provide evidence of experience, performance, ability, financial resources or other factors as the OAG deems to be necessary or appropriate concerning the performance capabilities represented in their proposals.

VI. Misrepresentation or Default

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

VII. Errors

The OAG reserves the right to correct clerical or administrative errors that may be made during the evaluation of proposals or during the negotiation of the contract and to change the contract award accordingly. In addition, the OAG reserves the right to re-evaluate proposals and the award of the contract in light of information either not previously known or otherwise not properly having been taken into account prior to contract award. In any case, this may include, in extreme circumstances, revoking the awarding of the contract already made to a firm and subsequently awarding the contract

to another firm.

Such action on the part of the OAG shall not constitute a breach of contract on the part of the OAG since the contract with the initial firm would be deemed void and of no effect as if no contract ever existed between the OAG and such firm.

The OAG may waive minor irregularities found in proposals or allow the proposer to correct them, depending on which is in the best interest of the state. "Minor irregularities" means typographical errors, informalities that are matters of form rather than substance and evident from the proposal itself, and insignificant mistakes that can be waived or corrected without prejudice to other proposers, as determined in the discretion of the OAG.

VII. Ownership of Proposals

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

IX. Validation of Proposals

The proposal must be signed by an authorized official and shall be a binding commitment which the OAG may incorporate, in whole or in part, by reference or otherwise, into the Contract.

X. Execution of Contract

- (a) 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 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 OAG and the selected firm. If the OAG and the initial selected firm fail to reach agreement on all issues relative to the Contract within a time determined solely by the OAG, then the OAG may commence and conclude contract negotiations with other proposers. The OAG may decide at any time to start this RFP process again.
- (b) Section 4-252 of the Connecticut General Statutes requires that this RFP include a notice of the certification requirements for large state contracts described in this statute. Accordingly, pursuant to this statute, firms are notified as follows:
 - (1) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this Section X(b) shall have the meanings set forth in this statute.

- (2) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this Section X(b). Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.
- (3) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:
 - (A) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (i) such person, firm, corporation, (ii) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (iii) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (I) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (II) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;
 - (B) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and
 - (C) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.
- (4) Contractors are required to submit a certification form and thereafter annually to update previously submitted certification forms for state contracts. Contractors must use the most current

Gift and Campaign Contribution Certification form. (See Section III(4))

- (5) This Section X(b) is set forth here only for purposes of providing notice of the requirements of Conn. Gen. Stat. § 4-252. Accordingly, it is neither intended nor should it be interpreted or relied upon to be a complete and full reiteration of the statute's contents. Any interpretation or understanding of the statute's requirements or content by any party must come only from reading the full text of the statute itself.
- (c) Section 4a-81 of the Connecticut General Statutes requires that this RFP include a notice of the consulting affidavit requirements described in the statute. Accordingly, pursuant to the statute, vendors are notified as follows:
- (1) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (2) of this section.
 - (2) The chief official of the vendor awarded a contract described in Section X(c)(1) or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (i) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (ii) 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 or requests for information or (iii) 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 Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted.

- (3) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement.
 - (4) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated.
 - (5) The Connecticut Office of Policy and Management has provided OPM Ethics Form 5 to satisfy the requirements of this statute. (See Section III(4) above.)
 - (6) This Section X(c) is set forth here only for purposes of providing notice of the requirements of the Conn. Gen. Stat. § 4a-81. Accordingly, it is neither intended nor should it be interpreted or relied upon to be a complete and full reiteration of the statute's contents. Any interpretation or understanding of the statute's requirements or content by any party must come only from reading the full text of the statute itself.
- (d) Pursuant to Conn. Gen. Stat. §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, every contractor is required to provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the contractor's nondiscrimination agreements and warranties which are included in such contractor's contract pursuant to said statutes. The applicable certification form must be completed and submitted through the BizNet system, as explained in Section III(4), above.
 - (e) In addition, an [IRS W-9](#) and State of Connecticut [Agency Vendor forms](#) must be completed and attached to the proposal. Copies of previously submitted IRS W-9 and/or Agency Vendor forms may be resubmitted if the information contained on the forms is still current.

XI. Oral Agreement or Arrangements

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

XII. Independent Price Determinations

In the proposals, 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 fees and costs quoted have not been knowingly disclosed by the firm prior to the deadline for submission of proposals directly or indirectly to any other organization or to any competitor; and
- (c) No attempt has been made, or will be made, by the firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

XIII. Offer of Gratuities

In the proposals, firms must represent 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 OAG if it is determined that gratuities of any kind were either offered to, or received by, any of state officials or employees from the firm, the law firm's agent(s), representatives(s) or employees(s). Such action on the part of the OAG shall not constitute a breach of contract on the part of the OAG.

XIV. 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 firm therein or thereto may not be sublet, sold, transferred, assigned or otherwise disposed of to any person or entity without the prior written consent of the OAG. No person or entity, other than the firm to which the contract was awarded, is permitted to perform work pursuant to the Contract without the prior written approval of the OAG.

XV. Freedom of Information

The OAG 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, 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 reasons 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. The OAG has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The firm has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the OAG have any liability for the disclosure of any documents or information in its possession which the OAG believes are required to be disclosed pursuant to the FOIA or other requirements of law.

XVI. Conformance with Federal, State and Other Requirements

In the Contract, the 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.

XVII. Executive Orders

The Contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the contract as if they had been fully set forth in it. At the contractor's request, the OAG shall provide a copy of these orders to the contractor.

XVIII. Americans with Disabilities Act

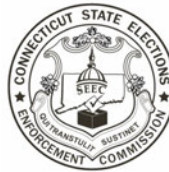
The firm(s) to which contracts are awarded shall comply with the Americans with Disabilities Act and any other applicable federal laws and regulations.

XIX. Affirmative Action and Contract Compliance Reporting

Firms are advised that in addition to evaluating their qualifications, experience, capabilities, competitiveness of cost and conformance to this RFP specification, weight may also be given to firms which demonstrate a commitment to affirmative action by full compliance with the CHRO regulations.

XX. Campaign Contribution and Solicitation Ban

For all State contracts as defined in Conn. Gen. Stat. § 9-612 having a value in a calendar year of fifty thousand dollars (\$50,000) or more or a combination or series of such agreements or contracts having a value of one hundred thousand dollars (\$100,000) or more, the authorized signatory to the proposal in response to this RFP expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice as set forth in the *Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations* attached hereto as Exhibit 1 to the Request for Proposals.



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

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes § 9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

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

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

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. “Solicit” does not include (i) making a contribution that is otherwise permitted under this chapter, (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office, (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this subdivision, or (v) mere attendance at a fundraiser.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

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

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ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix

TITLE

COMPANY NAME

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

APPENDIX A
TO REQUEST FOR PROPOSALS #2020-02

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

This Agreement is made by and between the STATE OF CONNECTICUT, acting by its ATTORNEY GENERAL, William Tong, duly authorized pursuant to Section 3-125 of the Connecticut General Statutes, with an office at 165 Capitol Avenue, Hartford, CT 06106 and _____, acting by _____, with its principal place of business at _____ (hereinafter referred to as the “COUNSEL”).

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

- 1.1 The services to be performed by COUNSEL shall consist of the following, collectively referred to as “Services:”
 - (a) Representing, assisting, advising, and providing legal counsel to the State of Connecticut in certain aspects of investigation and/or litigation, both ongoing and prospective, concerning suspected violations of law, including but not limited to violations of the Connecticut Unfair Trade Practices Act, in the marketing, sale or, distribution and/or dispensing of prescription opioids by pharmaceutical manufacturers or distributors, pharmacies and/or other dispensers of prescription opioids, which conduct caused and causes harm the State of Connecticut and/or consumers by causing or contributing to the opioid epidemic in Connecticut. For examples of cases in which claims have been brought against opioid manufacturers marketers, pharmacies, distributors and/or dispensers, see *In Re: National Prescription Opiate Litigation* (U.S. District Ct., Northern District of Ohio, Eastern Division, Case No. 17-md-2804), *State of Florida v. Purdue Pharma, L.P, et al*, (Fla. Cir. Ct., Case No. 2018-CA-001438), *People of the State of New York v. Purdue Pharma, L.P. et al*, (N.Y. Sup. Ct. Index No.: 400016/2018). Also see *State of Connecticut v. Purdue Pharma, L.P. et al*. (Hartford Superior Court, Docket No. HHD-CV-19-6105325).

- (b) Review, analysis, investigation and research necessary to carry out the Services, including certain aspects of discovery. For example, at the direction of the ATTORNEY GENERAL, COUNSEL shall review documents according to discovery management protocols established by the ATTORNEY GENERAL and produce reports based on such review. Also, at the direction of the ATTORNEY GENERAL, COUNSEL shall conduct or assist in taking or defending depositions or interviews of fact witnesses and experts and conduct appropriate factual and legal analysis.
 - (c) Preparing, writing, or assisting the ATTORNEY GENERAL in preparing certain documents, including pleadings and legal briefs on discovery motions, dispositive motions, pre- and post-trial motions, and other motions or submissions to the court.
 - (d) Preparing for and providing assistance at trial or other dispute resolution process by preparing fact and expert witnesses and providing appropriate factual and legal analysis.
 - (e) Assisting the ATTORNEY GENERAL in settlement negotiations by conducting research and preparing materials in aid of a negotiated resolution.
 - (f) Providing all necessary expert, technical, paralegal, clerical, document retrieval and analysis and other litigation support, including ability to use Everlaw and any other discovery management, litigation management or trial management software or information technology that is necessary.
 - (g) Providing staff, equipment, and expertise to minimize the administrative burdens imposed on state employees, officials, and agencies in the course of rendering the Services.
- 1.2 Services to be performed will be more specifically assigned by one or more Statements of Work (“SOW”) provided by OAG from time to time.
- 1.3 Services shall not include oral argument on behalf of the State in court proceedings or engaging with opposing parties in settlement negotiations on behalf of the State.

SECTION 2: AGREEMENT ADMINISTRATION

- 2.1 The person in charge of administering this Agreement on behalf of the ATTORNEY GENERAL is _____, Assistant Attorney General, and his/her successors in office, whose contact information is as follows:

Office of the Attorney General
165 Capitol Avenue
Hartford, CT 06106
Telephone: _____
E-mail: _____

- 2.2 The person in charge of administering this Agreement on behalf of COUNSEL is: _____, whose contact information is as follows:

Telephone: _____
E-mail: _____

- 2.3 The professional staff members of COUNSEL primarily responsible for the performance of this Agreement are _____. COUNSEL may not change these individuals without the prior written consent of the ATTORNEY GENERAL.
- 2.4 Within seven (7) days after receiving a request by the ATTORNEY GENERAL, COUNSEL shall remove from assignment to this Agreement any specified professional or other staff member and, at the ATTORNEY GENERAL'S request, shall augment the remaining staff with such other staff member(s) as is acceptable to the ATTORNEY GENERAL.

SECTION 3: COMPENSATION AND REIMBURSEMENT

- 3.1 [To be determined]3.2[If applicable] Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the ATTORNEY GENERAL, the Assistant Attorney General. 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 shall 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 COUNSEL to submit such additional accounting and information as he deems to be necessary or appropriate. The CONSULTANT shall not be compensated for any time spent preparing any billing documentation including, but not limited to such documentation and accompanying memoranda required by this Section and the Status Reports and Records Section of this Agreement. **All bills must be sent to Attorney General – Business Office, 165 Capitol Avenue, Hartford, CT 06106.**

- 3.3 [If applicable] Within twenty (20) days of receiving a request for the provision of Services hereunder, COUNSEL shall submit to the ATTORNEY GENERAL 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 Agreement, 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, COUNSEL shall submit to the ATTORNEY GENERAL 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 this Section, COUNSEL shall consult with the ATTORNEY GENERAL or his designee, for the purpose of: (i) revising the Services; (ii) revising the maximum compensation amount; (iii) revising the billing rates; (iv) agreeing on some combination thereof; or (v) agreeing on other action permitted under this Agreement or any agreed-upon amendment. The ATTORNEY GENERAL, in their sole discretion, may require revisions, supplements and modifications of the projected plan and budget from time to time. The CONSULTANT will not be compensated for the preparation, amendment, or modification of the projected plan and budget.

SECTION 4: TERMINATION

- 4.1 Notwithstanding any provisions in this Agreement, the ATTORNEY GENERAL, through a duly authorized employee, may terminate the Agreement whenever the ATTORNEY GENERAL makes a written determination that such termination is in the best interests of the State. The ATTORNEY GENERAL shall notify COUNSEL in writing of termination pursuant to this Section, which notice shall specify the

effective date of termination and the extent to which COUNSEL must complete performance of the Services prior to such date.

- 4.2 Upon termination of the Agreement, for any reason, including the expiration of this contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.
- 4.3 Termination of the Agreement pursuant to this Section shall not be deemed to be a breach of contract by the ATTORNEY GENERAL.
- 4.4 Upon receipt of written notification from the ATTORNEY GENERAL of termination or expiration of this contract, 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 Records, as that term is defined in the Indemnification section of this Agreement, are deemed to be the property of the State. COUNSEL shall assemble and deliver to the ATTORNEY GENERAL all Records 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 in a non-proprietary format no later than the fifteenth day following the receipt of the above-written notice, together with a detailed hourly description of the Services performed and expenses reasonably incurred.
- 4.5 COUNSEL, on sixty (60) days' prior written notice to the ATTORNEY GENERAL, may terminate this Agreement.
- 4.6 If COUNSEL terminates this Agreement, COUNSEL shall not be entitled to any compensation for Services that are rendered or payment for expenses that are incurred subsequent to the effective date of termination.

SECTION 5: TIME OF PERFORMANCE

- 5.1 COUNSEL shall perform the Services at such times and in such sequence as may be reasonably directed by the ATTORNEY GENERAL.
- 5.2 This Agreement will run from its effective date until the tasks defined and confirmed as set forth in Section 1.1 of this Agreement are performed or completed to the satisfaction of the ATTORNEY GENERAL, or unless sooner terminated in accordance with the Termination section of this

Agreement, but in no event beyond __ (#) years, unless otherwise amended.

SECTION 6: SETOFF

- 6.1 In addition to all other remedies that the ATTORNEY GENERAL may have, the ATTORNEY GENERAL, in his sole discretion, may setoff (i) any costs or expenses that the State incurs resulting from COUNSEL'S unexcused non-performance under the Agreement and under any other agreement or arrangement that COUNSEL has with the State and (ii) any other amounts that are due or may become due from the State to COUNSEL, against amounts otherwise due or that may become due to COUNSEL under the Agreement, or under any other agreement or arrangement that COUNSEL has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for COUNSEL'S breach of the Agreement, all of which shall survive any setoffs by the State.

SECTION 7: CROSS DEFAULT

- 7.1 If COUNSEL breaches, defaults or in any way fails to perform satisfactorily under the Agreement, then the ATTORNEY GENERAL may, in his sole discretion, without more and without any action whatsoever required of the ATTORNEY GENERAL, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that COUNSEL has with the ATTORNEY GENERAL. Accordingly, the ATTORNEY GENERAL may then exercise at his sole option any and all of its rights or remedies provided for in the Agreement or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the ATTORNEY GENERAL, as if COUNSEL had suffered a breach, default or failure to perform under the Other Agreements.
- 7.2 If COUNSEL breaches, defaults or in any way fails to perform satisfactorily under any or all Other Agreements with the ATTORNEY GENERAL or the State, then the ATTORNEY GENERAL may, in his sole discretion, without more and without any action whatsoever required of the ATTORNEY GENERAL, treat any such event as a breach, default or failure to perform under the Agreement. Accordingly, the ATTORNEY GENERAL may then exercise at his sole option any and all of its rights or remedies provided for in the Other Agreements or the Agreement, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the ATTORNEY GENERAL or the State, as if COUNSEL had suffered a breach, default or failure to perform under the Agreement.

SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 COUNSEL represents and warrants to the ATTORNEY GENERAL for itself and for the Contractor Agents, as defined in the Indemnification Section of this Agreement, as applicable, that:
- (a) COUNSEL duly and validly exists under the laws of its state of organization and is authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, it has taken all necessary action to authorize the execution, delivery and performance of the proposal and the Agreement and has the power and authority to execute, deliver and perform its obligations under the Agreement;
 - (b) It will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations under and pursuant to the Agreement, including, but not limited to Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics;
 - (c) The execution, delivery and performance of the Agreement 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 the State; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) COUNSEL and Contractor Agents have not, within the three (3) years preceding the Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (f) COUNSEL and Contractor Agents are not presently indicted or, to the best of their knowledge, under investigation for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

- (g) COUNSEL and Contractor Agents have not within the three (3) years preceding the Agreement had one or more contracts with any governmental entity terminated for cause;
- (h) To the best of its knowledge, there are no Claims, as defined in the Indemnification Section of this Agreement, involving COUNSEL that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement;
- (i) It shall disclose, to the best of its knowledge, to the ATTORNEY GENERAL in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims;
- (j) Its participation in the request for proposal process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (k) The proposal was not made in connection or concert with any other person, entity or proposer submitting a proposal and is in all respects fair and without collusion or fraud;
- (l) It has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (m) It owes no past due unemployment compensation contributions;
- (n) It is not delinquent in the payment of any taxes owed to the State of Connecticut.
- (o) It 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. COUNSEL shall keep all confidential or privileged the Records in secured areas and shall take reasonable precautions to protect the Records from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.
- (p) During the course of this Agreement, 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.

- (q) COUNSEL will not knowingly enter into or retain any business relationships or enterprise in which an employee 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.

SECTION 9: STATUS REPORTS AND RECORDS

- 9.1 Upon written or oral request by the ATTORNEY GENERAL or his designee, COUNSEL will promptly report on the status of the Services performed, including, but not limited to, problems, strategy, analysis and the like.
- 9.2 The above-described reports shall be provided in writing or orally, as directed by the person requiring a work status report.
- 9.3 COUNSEL, upon the request of the ATTORNEY GENERAL or his designee, shall give to the ATTORNEY GENERAL or his designee 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, COUNSEL'S performance of the Services. COUNSEL shall otherwise maintain all original documentation, or copies thereof in the manner specified in the Representations and Warranties section of this Agreement, for a period of at least six (6) years after the termination of this Agreement.

SECTION 10: INSURANCE

- 10.1 Before commencing performance of the Services, COUNSEL shall obtain and maintain at its own cost and expense for the duration of the Agreement, the following insurance:
 - (a) Commercial General Liability: One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work covered by this Agreement or the general aggregate limit shall be twice the occurrence limit.
 - (b) Automobile Liability: One million dollars (\$1,000,000) combined single limit per accident for bodily injury. Coverage extends to

owned, hired and non-owned automobiles. If COUNSEL does not own an automobile, but one is used in the performance of the Services, then only hired and non-owned coverage is required. If a vehicle is not used in the performance of the Services, then automobile coverage is not required.

- (c) Workers' Compensation and Employers Liability: Coverage in compliance with applicable workers compensation laws. Coverage shall include Employer's Liability with minimum limits of one hundred thousand dollars (\$100,000) each accident, five hundred thousand dollars (\$500,000) Disease – Policy limit, one hundred thousand dollars (\$100,000) each employee.
- (d) Professional Liability: 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 _____ dollars (\$_____) with a deductible not to exceed _____ (\$_____). This policy shall insure COUNSEL against damages and costs resulting from negligent acts, errors, and omissions in the work performed by COUNSEL on and after the effective date of, and under the terms of, this Agreement. COUNSEL may, at its election, obtain a policy containing a maximum _____ dollars (\$_____) deductible clause, but if so, COUNSEL shall be liable, as stated above herein, to the extent of the deductible amount.

10.2 No later than thirty (30) days after the effective date of this Agreement, 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 the Status Reports and Records Section of this Agreement, which policy or policies shall be in accordance with the terms of the Certificate of Insurance.

SECTION 11: INDEMNIFICATION

11.1 COUNSEL shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims, as defined below, arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of COUNSEL or Contractor Agents, as defined below; and (2) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. COUNSEL shall use attorneys and contractors reasonably acceptable to the State in carrying out its obligations under this

Section. COUNSEL'S obligations under this Section to indemnify, defend and hold harmless the State against Claims includes Claims concerning the confidentiality of any part or all of the proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions or articles furnished or used in the performance of the Agreement.

- 11.2 COUNSEL shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of COUNSEL or any Contractor Agents. The State shall give COUNSEL reasonable notice of any such Claims.
- 11.3 COUNSEL'S duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where COUNSEL is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- 11.4 The rights provided in this Section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- 11.5 This section shall survive the Termination, Cancellation or Expiration of the Agreement, and shall not be limited by reason of any insurance coverage.
- 11.6 The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- 11.7 The term "Contractor Agents" means COUNSEL'S members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom COUNSEL is in privity of oral or written contract and whom COUNSEL intends to perform services under the Agreement in any capacity.
- 11.8 The term "Records" means all working papers and such other information and materials as may have been accumulated by COUNSEL or Contractor Agents in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

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

SECTION 12: CHANGES TO THIS AGREEMENT

- 12.1 Any and all amendments, changes, extensions, revisions or discharges of this Agreement, in whole or in part, on one or more occasions, must be in writing and executed by all the parties to this Agreement in order to be enforceable.

SECTION 13: REQUIRED PERSONNEL/OFFICE

- 13.1 On or before the effective date of this Agreement, 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.
- 13.2 The personnel shall not be employees of or have any contractual relationship with the ATTORNEY GENERAL.
- 13.3 All the Services shall be performed by 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 14: NONDISCRIMINATION

- 14.1 (a) For purposes of this Section, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - iii. "Counsel" and "counsel" include any successors or assigns of Counsel;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of

- the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and
 - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- (b) (1) Counsel agrees and warrants that in the performance of the Contract 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Counsel that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Counsel that such disability prevents performance of the work involved; (2) Counsel agrees, in all solicitations or advertisements for employees placed by or on behalf of Counsel, to state that it is an “affirmative action equal opportunity employer” in accordance with regulations adopted by the Commission; (3) Counsel agrees to provide each labor union or representative of workers with which Counsel has a collective bargaining Agreement or other contract or understanding and each vendor with which Counsel has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of Counsel’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Counsel agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f; and (5) 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 Counsel as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, Counsel agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (c) Determination of Counsel’s good faith efforts shall include, but shall not be limited to, the following factors: 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.

- (d) Counsel shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) Counsel shall include the provisions of subsection (b) 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. 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 Conn. Gen. Stat. § 46a-56; 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, 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.
- (f) 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.
- (g) (1) Counsel agrees and warrants that in the performance of the Contract such Counsel 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) 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 on Human Rights and Opportunities advising the labor union or workers' representative of Counsel's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) Counsel agrees to comply with each provision of this section and with each regulation or relevant order

issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and (4) 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 Counsel which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.

- (h) Counsel shall include the provisions of the foregoing paragraph 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. 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 Conn. Gen. Stat. § 46a-56; 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, 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.

SECTION 15: CAMPAIGN CONTRIBUTIONS

- 15.1 For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of fifty thousand dollars (\$50,000) or more or a combination or series of such agreements or contracts having a value of one hundred thousand dollars (\$100,000) or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached hereto as Exhibit 1 to the Professional Services Agreement.

SECTION 16: APPLICABLE EXECUTIVE ORDERS OF THE GOVERNOR

- 16.1 This Contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the

Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At COUNSEL'S request, the OAG shall provide a copy of these orders to COUNSEL.

SECTION 17: CONFIDENTIALITY

- 17.1 All of the reports, information, data, and other papers and materials, in whatever form, prepared or assembled by COUNSEL under this Agreement are confidential, and 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.
- 17.2 The ATTORNEY GENERAL will afford due regard to any request of COUNSEL for the protection of proprietary or confidential information which the ATTORNEY GENERAL receives from COUNSEL. However, all materials associated with the Agreement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, COUNSEL may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that COUNSEL believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of COUNSEL 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. To the extent that any other provision or part of the Agreement, especially including the Records, conflicts or is in any way inconsistent with this Section, this Section controls and shall apply and the conflicting provision or part shall not be given effect. The ATTORNEY GENERAL shall not have any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. COUNSEL shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the ATTORNEY GENERAL or the State have any liability for the disclosure of any documents or information in its possession which the

ATTORNEY GENERAL believes are required to be disclosed pursuant to the FOIA or other requirements of law.

SECTION 18: MISCELLANEOUS

- 18.1 The sole and exclusive means for the presentation of any Claim, as defined in the Indemnification Section of this Agreement, against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State). COUNSEL shall not initiate any legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
- 18.2 The Agreement shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that Chapter 53 of the Connecticut General Statutes does not apply and to the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. COUNSEL waives any objection which it may now have or will have to the laying of venue of any Claims, as defined in the Indemnification Section of this Agreement, in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- 18.3 The parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Agreement.
- 18.4 This Agreement incorporates all the understandings of the parties and supersedes any and all agreements relating to the Services and reached by the parties prior to the effective date of this Agreement, whether oral or written.
- 18.5 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.

- 18.6 The ATTORNEY GENERAL and COUNSEL shall not be excused from their obligation to perform in accordance with the Agreement except in the case of force majeure events and as otherwise provided for in the Agreement. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. "Force majeure events" means events that materially affect the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to COUNSEL, failure of or inadequate permanent power, unavoidable casualties, fire not caused by COUNSEL, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- 18.7 COUNSEL shall not refer to services provided to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the ATTORNEY GENERAL'S prior written approval.
- 18.8 COUNSEL shall notify the ATTORNEY GENERAL in writing no later than ten (10) days from the effective date of any change in (i) its certificate of incorporation or other organizational document, or (ii) a controlling interest in the ownership of COUNSEL. No such change shall relieve COUNSEL of any responsibility for the accuracy and completeness of the performance. COUNSEL shall deliver such documents to the ATTORNEY GENERAL in accordance with the terms of the ATTORNEY GENERAL'S written request. The ATTORNEY GENERAL may also require, and COUNSEL shall deliver, a financial statement showing that solvency of COUNSEL is maintained.
- 18.9 The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Agreement, in order to give full effect to the Agreement and to carry out the intent of the Agreement.
- 18.10 COUNSEL shall maintain accurate Records and shall make all of the Records available at all reasonable hours for audit and inspection by the State. This includes, but is not limited to 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 the Representations and Warranties Section, and made available for at least six years after the termination of this Agreement and shall be made available and furnished upon request to the ATTORNEY GENERAL or his designee on or before the tenth business day following the date of the written request. 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.

- 18.11 COUNSEL shall continue to perform its obligations under the Agreement while any dispute concerning the Agreement is being resolved.
- 18.12 COUNSEL shall be responsible for the entire performance under the Agreement. COUNSEL shall be the sole point of contact concerning the management of the Agreement, including performance and payment issues. COUNSEL is solely and completely responsible for adherence by the Contractor Agents to all applicable provisions of the Agreement.
- 18.13 The waiver of a term or condition by the ATTORNEY GENERAL or his designee shall not (i) entitle 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 State department or agency 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 Claims.
- 18.14 If a disagreement arises between the parties to this Agreement as to whether or not 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 COUNSEL'S representation of any client constitutes a conflict of interest, or creates an appearance of impropriety, COUNSEL shall, within five (5) days of the posting of notice by the ATTORNEY GENERAL or his designee to 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 the Termination Section of this Agreement.
- 18.15 Unless the ATTORNEY GENERAL designates otherwise in writing, all Records generated or collected by COUNSEL, the Contractor's Agent or any subcontractor, in the scope of their work under this Agreement are the exclusive property of the State of Connecticut and no one else shall have any right, including but not limited to, intellectual property, copyright and trademark rights, in those Records.
- 18.16 COUNSEL acknowledges that the ATTORNEY GENERAL has relied upon all of COUNSEL'S representations in its proposal, submitted in response to the ATTORNEY GENERAL'S Request for Proposals concerning this

matter and all subsequent information supplied to the ATTORNEY GENERAL in writing thereafter, as the basis for entering into this Agreement with COUNSEL. Any material misrepresentation, omission, mistake or error in those submittals shall be deemed to be a breach of this Agreement, which the ATTORNEY GENERAL may, in his sole discretion, waive or afford COUNSEL the opportunity to cure in accordance with the written notice of such breach sent to COUNSEL.

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

18.18 The parties acknowledge and agree that nothing in the ATTORNEY GENERAL’S request for proposals or the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this Section conflicts with any other section, this Section shall govern.

18.19 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 express delivery service, in either case addressed to the persons identified in the Agreement Administration Section of this Agreement, 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. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Agreement (for the purpose of this Section collectively called “Notices”) shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested, or, placed with a recognized, express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the ATTORNEY GENERAL:

Attention: _____

If to COUNSEL:

Attention: _____

18.20 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.

18.21 Time is of the essence in this Agreement.

18.22 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 two (2) counterparts of this Agreement.

FIRM

_____ By: _____

STATE OF CONNECTICUT

_____ By: _____
Date William Tong
Attorney General



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

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

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

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

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

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

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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