

**State of Connecticut
Office of the Attorney General**

First Addendum to RFP #2023-05

**Request for Proposals for Consultation Services
Regarding Data Security and/or Privacy**

November 3, 2023

The Office of the Attorney General has received the following questions concerning RFP #2023-05. The questions, along with the responses of the Office of the Attorney General, are as follows:

Clarifying Statement: *The Office of Attorney General, Privacy and Data Security Section (“Privacy Section”), has issued this RFP for consulting on the investigation and civil prosecution of alleged violations of Federal and state privacy and/or data security laws by third parties. This RFP does not relate to the State’s cybersecurity.*

Question 1: Does the state share data with any other states/governments whose data privacy statutes must be considered?

Answer 1: **The Privacy Section may jointly investigate or prosecute matters with other parties such as other states or Federal agencies. All matters would be subject to confidentiality requirements.**

Question 2: Approximately how many incidents of data breaches or potential privacy violations would need to be investigated annually?

Answer 2: **The Privacy Section receives approximately 1,500 data breach notices annually— we initiate investigations where appropriate. Of that number, in the past, approximately 3-6 matters may require a data security consultant per year. The Connecticut Data Privacy Act was effective July 1, 2023 and therefore no baseline exists. We approximate that anywhere from 5-20 matters may require a privacy consultant.**

Question 3: What are the typical sizes and types of datasets that would need to be analyzed (e.g., number of records, types of personal information involved)?

Answer 3: For data security matters, the assigned attorney(s) typically identify documents and data sets to be reviewed. The scope of work is typically to: (a) verify attack vectors; (b) determine adherence to reasonable data security practices; and (c) advise on technical aspects of settlement agreements.

For privacy matters, our initial estimates are that the scope of work will relate to, among other things: (a) review of privacy policies; (b) compliance with opt out and deletion mechanisms; (c) digital advertising and data flows; (d) the execution of roles between controllers and processors; and (e) review of data protection assessments.

Question 4: Does the Attorney General's Office have any existing cybersecurity or risk management programs, technologies, or resources the selected firm could leverage?

Answer 4: No.

Question 5: Would the firm have access to Attorney General systems and data for forensic analysis purposes, or would all work be conducted using client-provided resources?

Answer 5: If necessary, forensic analysis may be conducted by the selected consultant(s). The Office regularly requests and receives copies of forensic reports as part of data breach investigations, so it is more likely that the consultant would be asked to review those materials.

Question 6: Would litigation support, such as acting as an expert witness, be expected, and if so, what types of cases?

Answer 6: Yes – civil matters involving violations of Connecticut's consumer protection and data security laws.

Question 7: Are there any technical skills, certifications, or compliance standards the proposed consultants would be expected to meet?

Answer 7: The consultant(s) should have sufficient education, experience, and/or credentials to be able to provide the services listed in the RFP, including to serve as an expert testifying witness if necessary.

Question 8: What technical controls are already in place to protect data?

Answer 8: Not applicable. This RFP is not related to the State's data security.

Question 9: How many computer systems does the state have in use?

Answer 9: Not applicable. This RFP is not related to the State's data security.

Question 10: What data repositories are in place? Are these repositories hosted on-premises or in the cloud?

Answer 10: Not applicable. This RFP is not related to the State's data security.

Question 11: How many public and private IP addresses are in scope? \

Answer 11: Not applicable. This RFP is not related to the State's data security.

Question 12: Does the state use any homegrown or third-party web applications?

Answer 12: Not applicable. This RFP is not related to the State's data security.

Question 13: How many firms do you anticipate awarding the contract to support the scope of work?

Answer 13: We anticipate that the Office may award multiple contracts to support the scope of work. The number of consultants selected will depend on the Office's review of the proposals submitted.

Question 14: Will the Office of the Attorney General consider proposals that address individual components of the scope of services defined in the RFP?

Answer 14: Yes, the Office will consider proposals that address individual components of the scope of services defined in the RFP.

Question 15: Does the Office of the Attorney General plan to make multiple awards under this RFP?

Answer 15: We anticipate that the Office may award multiple contracts to support the scope of work. The number of consultants selected will depend on the Office's review of the proposals submitted.

Question 16: Is this RFP in response to a data incident(s) and existing litigation or preparatory work for potential future events?

Answer 16: The RFP was issued in response to both our existing workload as well as to prepare for future needs.

Question 17: What is the time for deciding?

Answer 17: The timing of when bids are awarded will depend on the number and scope of bids.

Question 18: When would you anticipate that the work would start?

Answer 18: Once a bid is awarded, the timing of engagement with any consultant(s) will be highly dependent on the nature and type of matters being investigated at that time.

Question 19: Please expand on this RFP statement:

- i. Page 4, paragraph 1: "The total value of contracts awarded pursuant to this RFP shall not exceed THREE HUNDRED THOUSAND dollars (\$300,000)."
- ii. Given the limited information provided in the RFP, what is the flexibility for expanding on the cap of \$300,000?
- iii. If a contractor bids only on the Privacy section of the RFP, what is the ratio applied to the \$300K maximum?

Answer 19: This is our initial estimate of what we expect the overall cost will be. However, this estimate is flexible depending on the work that needs to be done and available funding.

Question 20: Will we receive all other RFP respondent questions and answers being submitted on October 27th?

Answer 20: Yes.

Question 21: As a privately held company, will HSID be excluded from prevailing if information about our hiring practices, etc., are not provided?

- i. Compliance with the Americans with Disabilities Act?
- ii. Affirmative Action and Contract Compliance Reporting?
- iii. Campaign Contribution and Solicitation Ban?

Answer 21: Anyone not willing to comply with the State required contract provisions will be excluded. We will evaluate any other provisions as a part of the evaluation.

Question 22: Is Connecticut OAG willing to negotiate a reasonable limitation of liability section / cap?

Answer 22: No.

Question 23: The Indemnification needs to be subject to the limitation of liability section.

i. Is The OAG willing to negotiate this?

Answer 23: No

Question 24: We would request to strike requirement to add Connecticut OAG as an additional named insured on our general liability policy.

i. Is The OAG willing to consider this?

Answer 24: No.

Question 25: Page 3, 1.b. & 1.c. – Data Security

i. How many documents are there?

a. How many data breach investigations are there that need to be reviewed?

i. Is this for past investigations?

ii. Future investigations?

iii. Both?

Answer 25: The Privacy Section receives approximately 1,500 data breach notices annually. We initiate investigations where appropriate. Of that number, in the past, approximately 3-6 matters have required a data security consultant per year. The scope of work under this RFP will support existing and/or future investigations.

Question 26: Page 3, 1.b. & 1.c. - Overall understanding of the IT environment.

- i. How is the source code managed, and what source control systems are used?
- ii. Can you provide more details about the architecture, including the number of servers, databases, lines of code, APIs, and key technologies used?
- iii. What programming languages, frameworks, and libraries are used in the CT Platforms?
- iv. Are there any specific compliance frameworks or regulations that the state of CT needs to adhere to (e.g., GDPR, CCPA, NIST, ISO)?
- v. How many data centers are in scope?

Answer 26: Not applicable

Question 27: How many litigation matters and the anticipated number of times that testimony may be required during the contract term?

Answer 27: We anticipate that testimony may be required for any matters that result in litigation.

Question 28: a-e. -Is this anticipated to be a single exercise to ensure that the organization is currently meeting its obligations under CTDPA, or since this contract is for a three-year term, what are the future anticipated requirements:

- i. Annual review
- ii. Provide needed advice during the term
- iii. Other

Answer 28: For CTDPA-related matters, this would not be a single exercise. Over the contract term, our initial estimates are that the scope of work will relate to, among other things: (a) review of privacy policies; (b) compliance with opt out and deletion mechanisms; (c) digital advertising and data flows; (d) the execution of roles between controllers and processors; and (e) review of data protection assessments.

Question 29: Training – is this a one-time training event, i.e., train the trainer, or are future training sessions anticipated?

Answer 29: This is not for a one-time training event. Rather, we anticipate that we will ask for training sessions on an as-needed basis depending on the nature of technical issues we are reviewing.

ATTORNEY GENERAL STATE OF CONNECTICUT

Request for Proposals for Consultation Services

RFP # 2023-05

Consultation Regarding Data Security and/or Privacy

The State of Connecticut, Office of the Attorney General, is seeking proposals to provide certain consulting services on data security or privacy matters. **PROPOSALS ARE DUE BY NOVEMBER 17, 2023, at 4:30 p.m. Eastern Time, as detailed in the Request for Proposals.**

This Request for Proposals is available online at <https://portal.ct.gov/AG/RFPs>.

WILLIAM TONG, Attorney General

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

**Consultation Regarding Data Security and/or Privacy Matters
RFP# 2023-05**

The State of Connecticut, Office of the Attorney General (“OAG”) is seeking proposals to provide certain consulting services on data security and/or privacy matters at the direction of the OAG.

SCOPE OF SERVICES

The Attorney General of Connecticut, pursuant to Conn. Gen. Stat. § 3-125, invites proposals from appropriately qualified individuals or entities to provide consulting services to the OAG on data security and/or privacy matters as requested and directed by the Attorney General. Applicants are encouraged to submit proposals to provide consultant services to the OAG on either data security or privacy matters or both. Such services may include the following:

1. **Data Security:** specific tasks may include, but may not be limited to:
 - a. Consultation concerning the office’s enforcement of state data protection laws, including, inter alia, the Connecticut Safeguards Law, Conn. Gen. Stat. §36a-701b, and related statutes;
 - b. Review and analysis of information security policies and procedures and other related materials, including risk assessment materials and penetration test reports, provided as part of our office’s data breach investigations;
 - c. Review and evaluation of forensic reports related to our office’s data breach investigations;
 - d. Examination of software code, computer systems, hard drives, or other media to determine instances or causes of data loss or breach, or data security vulnerabilities or failures, as part of our enforcement efforts; and
 - e. Providing testimony in litigation concerning data security matters.

2. **Privacy:** specific tasks may include, but may not be limited to:
 - a. Consultation concerning the office’s enforcement of consumer data privacy matters under the Connecticut Data Privacy Act (“CTDPA”), Conn. Gen. Stat. § 42-515 et. Seq., and related statutes;
 - b. Reviewing privacy policies and practices for compliance with the CTDPA;
 - c. Review and analysis of data protection assessments pursuant to the CTDPA;
 - d. Providing training on technical issues related to the CTDPA, including online global opt-out tools and signals; and
 - e. Discussing methods for reviewing compliance with the CTDPA, including analysis of privacy policies and procedures.

TERM AND AMOUNT OF CONTRACT

Contracts awarded pursuant to this RFP will have an initial term of three (3) years, with an option to extend, by mutual consent, for up to two (2) additional one (1) year periods for a total of five (5) years, unless otherwise amended. The total value of contracts awarded pursuant to this RFP shall not exceed Three Hundred Thousand dollars (\$300,000). 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 consulting services.

Proposals must be received by the OAG by 4:30 p.m., Eastern Time, on **NOVEMBER 17, 2023**.

An evaluation committee will evaluate the proposals in accordance with the selection criteria set forth in this RFP, which explains other terms and requirements. The selected firm(s) must enter into a contract with the OAG, substantially in the form of the draft contract set out in Appendix A. The OAG encourages minority, women, and veteran owned firms 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 cost.

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

- For all proposals:
 - Ability to provide the services set forth in the Scope of Services above;
 - Depth and quality of experience in assisting government agencies or private parties in understanding the facts, circumstances, and complex technical issues relating to issues of data security and privacy;
 - Depth and quality of experience in assisting government agencies bring technical investigatory matters to a cost-effective conclusion;
 - Demonstrated successful utilization of cybersecurity technology and best practices, and other information technology services and products.
 - Qualifications of personnel, including the experience and availability of the consultants to provide the requested services to the State of Connecticut;
 - Ability to communicate clearly and effectively and present defensible findings and appropriate recommendations to the OAG staff;
 - Demonstrated ability to work closely and cooperatively with clients;
 - Results of reference checks;
 - Reasonableness of rates proposed and demonstrated efficiency in providing sound consultation without unnecessary or excessive charges;
 - Equal employment opportunity record as evidenced by the composition of firm personnel and the firm's affirmative action and equal employment opportunity policies and practices;
 - Workforce diversity, as evidenced by the firm'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; and

All potential conflicts with the State of Connecticut must be fully described and discussed in the proposal.

INSTRUCTIONS TO PROPOSERS

I. Proposals Schedule

Release of RFP: **OCTOBER 13, 2023**

Proposals due: **NOVEMBER 17, 2023**

From the date the OAG issues this RFP until the date that it awards contract(s) to the successful proposer(s), interested parties should not contact any employee of the State of Connecticut for additional information concerning this RFP, except in writing directed only to Eileen Meskill, Deputy Attorney General, via email at Eileen.Meskill@ct.gov and Nicole Hart, Paralegal Specialist at Nicole.Hart@ct.gov. Interested parties should submit questions no later than **OCTOBER 27, 2023**. Answers will be posted by **NOVEMBER 3, 2023**. 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, at <https://portal.ct.gov/AG/RFPs>. 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, OAG IT Manager, by e-mail at Muhannad.Alsaqri@ct.gov.

II. Sealed Proposals

Proposers must submit a copy of their proposal electronically to person(s) below, arriving no later than NOVEMBER 17, 2023, at 4:30 p.m. Eastern Time. Proposals received after that time may not be accepted. All proposals and other communications with the State regarding this RFP must be submitted in writing and must clearly identify this RFP.

Email to Eileen Meskill, Deputy Attorney General at Eileen.Meskill@ct.gov

With a copy to Nicole Hart, Paralegal Specialist at Nicole.Hart@ct.gov

Subject: Proposal to RFP # 2023-05, Consultation Regarding Data Security and/or Privacy

III. Submission of Proposals

- (a) To be considered, all submissions must include the following:
- (1) All information and documents requested by the RFP;
 - (2) A statement affirming specifically all representations and warranties set forth in Section XII (Independent Price Determinations) and Section XIII (Offer of Gratuities), below;

- (3) All documents must be submitted 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;
- (A) The RFP requires submission by email with attachments to Eileen Meskill, Deputy Attorney General at Eileen.Meskill@ct.gov and to Nicole Hart, Paralegal Specialist at Nicole.Hart@ct.gov . Emails must be less than 35MB. Electronic submissions must still comply with all other requirements, including the requirements that “all documents must be submitted 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.”
- (4) Confirmation that an account has been created in the Connecticut Department of Administrative Services (“DAS”) Business Network (“CTSource”) 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 CTSource 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 CTSource system and required documents can be found on DAS’s website at <https://portal.ct.gov/DAS/CTSource/CTSource>.
DAS’s help desk for CTSource related questions is (860) 713-5095.

- (b) Concise answers are encouraged. Responses should be prepared on the electronic version of 8.5 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) State whether your firm owns or operates, or participates in the ownership or operation of, any business entity, affiliate, subsidiary or the like which provides lobbying or any other products or services.
 - (7) Fees.
 - (A) Hourly Fees. Include a detailed and specific fee proposal. You must include a fee proposal with specific hourly rates both for the specific personnel and for each category of person who will work on the assignment (excluding clerical staff, whose time may not be billed). Firms responding to this RFP should be aware that the draft contract does not permit reimbursement of any overhead-related expenses including, but not limited to, photocopying, secretarial work, facsimiles, clerical staff, library staff, proofreading, elementary legal research, meals or in-state transportation or other costs.

- (8) Provide names and contact information of three (3) client references for whom you have performed services reasonably comparable to those sought in this RFP.
- (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.

III. 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.

IV. 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.

V. 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.

VI. 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.

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 will be solicited. Once the evaluation of the proposals is complete and individual(s) or entities are selected, the selected proposal and this RFP may then serve as the basis for the Contract(s) that will be negotiated and executed between the OAG and the selected individual or entity. If the OAG and the initial selected firm(s) 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 postpone or restart this RFP process.
- (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) CONSULTANTS are required to submit a certification form and thereafter annually to update previously submitted certification forms for state contracts. CONSULTANTS 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT to support the CONSULTANT's nondiscrimination agreements and warranties which are included in such CONSULTANT's contract pursuant to said statutes. The applicable certification form must be completed and submitted through the CTSsource 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. The *Agency Vendor Form* can be found <https://portal.ct.gov/DAS/CTSource/CTSource> at [CTSource.ct.gov/purchase/Info/Vendor_Profile_Form_\(SP-26NB\).pdf](https://portal.ct.gov/purchase/Info/Vendor_Profile_Form_(SP-26NB).pdf). Here is a link to the form.

[Fill-in Forms Information for the SP-26NB and W-9 Forms \(You may need to save it to your desktop.\)](#) DAS's help desk for CTSource related questions is (860) 713-5095.

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 and Other Enactments

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 CONSULTANT's request, the OAG shall provide a copy of these orders to the CONSULTANT.

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 CONSULTANTs 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 CONSULTANTs and Prospective State CONSULTANTs of Campaign Contribution and Solicitation Limitations attached hereto as Exhibit 1 to the Request for Proposal.

APPENDIX A
TO REQUEST FOR PROPOSALS 2023-05

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 “CONSULTANT” or “CONTRACTOR”).

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

As assigned by the Attorney General or his designee, the services to be performed by the CONSULTANT include but are not limited to the following (collectively referred to as “Services”):

1. **Data Security:** specific tasks may include, but may not be limited to:
 - a. Review and analysis of information security policies and procedures and other related materials, including risk assessment materials and penetration test reports;
 - b. Review and evaluation of forensic reports related to data breaches;
 - c. Examination of software, computer systems, hard drives, or other media to determine instances or causes of data loss or breach; and
 - d. Providing testimony in litigation concerning data security matters.

2. **Privacy:** specific tasks may include, but may not be limited to:
 - a. Consultation concerning the office’s enforcement of, and compliance with, Public Act 22-15, An Act Concerning Personal Data Privacy and Online Monitoring (the “Act”) and related consumer data privacy matters;
 - b. Reviewing privacy policies and practices for compliance with the Act;
 - c. Review and analysis of data protection assessments;
 - d. Training on technical issues related to the Act, including online global opt-out tools and signals; and
 - e. discussing methods for reviewing compliance with the Act, including analysis of privacy policies and procedures.
 - f. Providing testimony in litigation concerning privacy matters.

SECTION 2: AGREEMENT ADMINISTRATION

2.1 The person in charge of administering this Agreement on behalf of the ATTORNEY GENERAL is Michele S. Lucan, Deputy Associate Attorney General, and her successors in office, whose contact information is as follows:

Office of the Attorney General
Privacy and Data Security Section
165 Capitol Avenue
Hartford, CT 06106
Telephone: (860)808-5440
Email: michele.lucan@ct.gov

2.3 The person in charge of administering this Agreement on behalf of the CONSULTANT is: _____, whose contact information is as follows:

Telephone: _____
Email: _____

2.4 The professional staff members of the CONSULTANT primarily responsible for the performance of this Agreement are _____. The CONSULTANT may not change these individuals without the prior written consent of the ATTORNEY GENERAL.

2.5 Within seven (7) days after receiving a request by the ATTORNEY GENERAL, the CONSULTANT 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 (a) The ATTORNEY GENERAL agrees to compensate the CONSULTANT for Services in accordance with the following hourly rate schedule:

- (a) __[Title]_____ __[rate/hr]_____
- (b) _____

3.2 The above hourly rates shall be charged only for actual time spent rendering such Services; the CONSULTANT shall not “round off” time. The time spent rendering Services shall be billed to the tenth of an hour within any single workday.

3.3 Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the 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, the CONSULTANT must submit a summary memorandum describing how the Service rendered furthered resolution of the matter and the current status of the matter. The ATTORNEY GENERAL or his designee, may, prior to authorizing payment under this Section, require the CONSULTANT 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 electronically to State of Connecticut, Office of the Attorney General, Business Office, to ag.businessoffice@ct.gov.**

- 3.6 The ATTORNEY GENERAL agrees to reimburse the CONSULTANT for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, computerized research (at cost), commercial messenger and delivery services (at cost), expert witnesses, consultants, mediators, investigative services, long distance telephone calls, and transcript or deposition costs. The ATTORNEY GENERAL shall not reimburse the CONSULTANT for any overhead related expenses, including, but not limited to, duplicating, secretarial, facsimile (other than long-distance telephone line charges), clerical staff, library staff, proofreading staff, meals and in-state transportation costs or expenses unless they are otherwise approved by the ATTORNEY GENERAL.
- 3.8 The CONSULTANT shall not be compensated for time spent in consultation with any attorney or other employee of the ATTORNEY GENERAL concerning the administration of this Agreement and/or issues relating to billing. Unless otherwise authorized by the ATTORNEY GENERAL, compensation for communication between or among attorneys and/or staff within the CONSULTANT'S firm is limited to the time and billing rate of the most senior attorney or staff member participating in the communication. These charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details. The ATTORNEY GENERAL shall make the final determination, in their sole discretion, as to the adequacy of such description.
- 3.9 Absent the consent of the ATTORNEY GENERAL or his designee, the CONSULTANT shall not be compensated for the attendance or participation of more than one CONSULTANT representing the State of Connecticut at or during any meeting, conference or proceeding, in person or otherwise, in any forum, in connection with performing the Services. Where more than one CONSULTANT has attended or participated in any such meeting, conference or proceeding without the consent of the ATTORNEY GENERAL or his designee, the CONSULTANT shall be compensated only for the time of the most senior CONSULTANT in attendance or participating.

- 3.11 The ATTORNEY GENERAL shall approve for payment all undisputed fees and costs as soon as the documentation can properly be processed in accordance with usual State practice.
- 3.12 Maximum payments under this Agreement shall not exceed (written amount) (_____).
- 3.13 The ATTORNEY GENERAL shall have the right, without the need of prior notice to the CONSULTANT, to assign the performance of some aspect of the Services to an Associate or Assistant Attorney General where the ATTORNEY GENERAL, in his sole discretion, finds that such an assignment would best serve the interests of the State of Connecticut. This assignment shall not be deemed to be a breach of contract by the ATTORNEY GENERAL.
- 3.14 Compensation and reimbursement provided under this Section constitutes full and complete payment for all costs and expenses incurred or assumed by the CONSULTANT in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by the ATTORNEY GENERAL without the prior written approval of the ATTORNEY GENERAL or his designee.
- 3.15 CONSULTANT shall notify the ATTORNEY GENERAL promptly when total billing is within fifteen percent (15%) of the contract maximum.

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 the CONSULTANT in writing of termination pursuant to this Section, which notice shall specify the effective date of termination and the extent to which the CONSULTANT must complete performance of the Services prior to such date.
- 4.2 Notwithstanding any provisions in this Agreement, the ATTORNEY GENERAL, through a duly authorized employee, may, after making a written determination that the CONSULTANT has breached the Agreement, terminate the Agreement in accordance with the provisions in the breach section of this Agreement.
- 4.3 The ATTORNEY GENERAL shall send the notice of termination via certified mail, return receipt requested, to the CONSULTANT at the most current address which the CONSULTANT has furnished to the ATTORNEY GENERAL for purposes of correspondence, or by hand delivery. Upon receiving the notice from the ATTORNEY GENERAL, the CONSULTANT shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the ATTORNEY GENERAL all Records. The Records are deemed to be the property of the ATTORNEY GENERAL and the CONSULTANT shall deliver them to the ATTORNEY GENERAL no later than thirty (30) days after the termination of the Agreement or fifteen (15) days after the CONSULTANT receives a written request from the

ATTORNEY GENERAL for the Records. The CONSULTANT shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

- 4.4 Upon receipt of a written notice of termination from the ATTORNEY GENERAL, the CONSULTANT shall cease operations as the ATTORNEY GENERAL directs in the notice, and take all actions that are necessary or appropriate, or that the ATTORNEY GENERAL may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the ATTORNEY GENERAL directs the CONSULTANT to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the CONSULTANT shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- 4.5 The ATTORNEY GENERAL shall, within forty-five (45) days of the effective date of termination, reimburse the CONSULTANT for its performance rendered and accepted by the ATTORNEY GENERAL in accordance with this Agreement, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the CONSULTANT to complete. However, the CONSULTANT is not entitled to receive and the ATTORNEY GENERAL is not obligated to tender to the CONSULTANT any payments for anticipated or lost profits. Upon request by the ATTORNEY GENERAL, the CONSULTANT shall assign to the ATTORNEY GENERAL, or any replacement CONSULTANT which the ATTORNEY GENERAL designates, all subcontracts, purchase orders and other commitments, deliver to the ATTORNEY GENERAL all Records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of CONSULTANT's property, equipment, waste material and rubbish related to its performance, all as the ATTORNEY GENERAL may request.
- 4.6 For breach or violation of any of the provisions in the section concerning representations and warranties, the ATTORNEY GENERAL may terminate the Agreement in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the CONSULTANT or CONSULTANT Parties or any third party.
- 4.7 Upon termination of the Agreement, 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.
- 4.8 Termination of the Agreement pursuant to this section shall not be deemed to be a breach of contract by the ATTORNEY GENERAL.

SECTION 5: TIME OF PERFORMANCE

- 5.1 The CONSULTANT 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 the CONSULTANT'S unexcused non-performance under the Agreement and under any other agreement or arrangement that the CONSULTANT has with the State and (ii) any other amounts that are due or may become due from the State to the CONSULTANT, against amounts otherwise due or that may become due to the CONSULTANT under the Agreement, or under any other agreement or arrangement that the CONSULTANT has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the CONSULTANT'S breach of the Agreement, all of which shall survive any setoffs by the State.

SECTION 7: CROSS DEFAULT

- 7.1 If the CONSULTANT 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 the CONSULTANT 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 the CONSULTANT had suffered a breach, default or failure to perform under the Other Agreements.
- 7.2 If the CONSULTANT 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 the

CONSULTANT had suffered a breach, default or failure to perform under the Agreement.

SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 The CONSULTANT represents and warrants to the ATTORNEY GENERAL for itself and for the CONSULTANT Agents, as defined in the Indemnification Section of this Agreement, as applicable, that:
- (a) The CONSULTANT is duly and validly existing 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) The CONSULTANT and CONSULTANT 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) The CONSULTANT and CONSULTANT 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) The CONSULTANT and CONSULTANT 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 the CONSULTANT 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) 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;
- (k) It has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (l) It owes no past due unemployment compensation contributions;
- (m) It is not delinquent in the payment of any taxes owed to the State of Connecticut.
- (n) 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. The CONSULTANT 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.
- (o) During the course of this Agreement, the CONSULTANT 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.
- (p) The CONSULTANT 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, the CONSULTANT 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 The CONSULTANT, 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, the CONSULTANT'S performance of the Services. The CONSULTANT 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, the CONSULTANT shall obtain and maintain at its own cost and expense for the duration of the Agreement, the following insurance:
 - (a) Commercial General Liability: _____ dollars (\$_____) combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent CONSULTANTS, 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: _____ dollars (\$_____) combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the 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 _____dollars (\$_____) each accident, _____ dollars (\$_____) Disease – Policy limit, _____ dollars (\$100,000) each employee.
 - (d) Professional Liability: The CONSULTANT 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 the CONSULTANT against damages and costs resulting from negligent acts, errors, and omissions in the work performed by the CONSULTANT on and after the effective date of, and under the terms of, this Agreement. The CONSULTANT may, at its election, obtain a policy containing a maximum _____ dollars (\$_____) deductible clause, but if so, the CONSULTANT 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, the CONSULTANT 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 The CONSULTANT 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 arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the CONSULTANT or CONSULTANT Parties; 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. The CONSULTANT shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The CONSULTANT's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the CONSULTANT's bid, 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, articles or appliances furnished or used in the performance of the Agreement.

11.2 The CONSULTANT shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

11.3 The CONSULTANT shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the CONSULTANT or any CONSULTANT Parties. The State shall give the CONSULTANT reasonable notice of any such Claims.

11.4 The CONSULTANT's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the CONSULTANT 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.

- 11.5 The CONSULTANT shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The CONSULTANT shall name the State as an additional insured on the policy and shall provide a copy of the policy to the ATTORNEY GENERAL prior to the effective date of the Agreement. The CONSULTANT shall not begin performance until the delivery of the policy to the ATTORNEY GENERAL.

The ATTORNEY GENERAL shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the ATTORNEY GENERAL or the State is contributorily negligent.

- 11.6 This section shall survive the termination, cancellation, or expiration of the Agreement and shall not be limited by reason of any insurance coverage.
- 11.7 As used in this Agreement, 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.
- 11.8 As used in this agreement, the term "CONSULTANT Agents" means the CONSULTANT'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 the CONSULTANT is in privity of oral or written contract and whom the CONSULTANT intends to perform services under the Agreement in any capacity.
- 11.9 As used in this Agreement, the term "Records" means all working papers and such other information and materials as may have been accumulated by the CONSULTANT or CONSULTANT 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.

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

by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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 quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- a. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure 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 the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and

46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

2. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
3. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
4. The Contractor 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. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
5. The Contractor 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.
6. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each

regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

7. The Contractor 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. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
8. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the Contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

SECTION 15: CAMPAIGN CONTRIBUTIONS

- 15.1 For All State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

SECTION 16: EXECUTIVE ORDERS AND OTHER ENACTMENTS

- 16.1
 - a. All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively,

“Enactments”) shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the CONSULTANT is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or the ATTORNEY GENERAL’s authority to require compliance with the enactments

- b. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen 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 this Agreement as if they had been fully set forth in it.
- c. This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

SECTION 17: CONFIDENTIALITY

- 17.1 All of the reports, information, data, and other papers and materials, in whatever form, prepared or assembled by the CONSULTANT under this Agreement are confidential, and the CONSULTANT 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 the CONSULTANT for the protection of proprietary or confidential information which the ATTORNEY GENERAL receives from the CONSULTANT. 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, the CONSULTANT 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 the CONSULTANT 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 the CONSULTANT 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. The CONSULTANT 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). The CONSULTANT 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. The CONSULTANT 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 the CONSULTANT 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 the CONSULTANT, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the CONSULTANT, extraordinary weather conditions, disasters, riots, acts of God, pandemics and other health emergencies, insurrection or war.
- 18.7 The CONSULTANT 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 The CONSULTANT 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 the CONSULTANT. No such change shall relieve the CONSULTANT of any responsibility for the accuracy and completeness of the performance. The CONSULTANT 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 the CONSULTANT shall deliver, a financial statement showing that solvency of the CONSULTANT 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 The CONSULTANT 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. The CONSULTANT shall 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 The CONSULTANT shall continue to perform its obligations under the Agreement while any dispute concerning the Agreement is being resolved.
- 18.12 The CONSULTANT shall be responsible for the entire performance under the Agreement. The CONSULTANT shall be the sole point of contact concerning the management of the Agreement, including performance and payment issues. The CONSULTANT is solely and completely responsible for adherence by the CONSULTANT 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 the CONSULTANT 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 set forth 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 the CONSULTANT has or may in the foreseeable future have a conflict of interest or there exists or may exist in the foreseeable future an appearance of impropriety, the ATTORNEY GENERAL'S determination shall be final and dispositive of the issue. Where the ATTORNEY GENERAL determines that the CONSULTANT'S representation of any client constitutes a conflict of interest, or creates an appearance of impropriety, the CONSULTANT shall, within five (5) days of the posting of notice by the ATTORNEY GENERAL or his designee to the CONSULTANT, 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 the CONSULTANT'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 the CONSULTANT, the CONSULTANT'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 The CONSULTANT acknowledges that the ATTORNEY GENERAL has relied upon all of the CONSULTANT'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 the CONSULTANT. 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 the CONSULTANT the opportunity to cure in accordance with the written notice of such breach sent to the CONSULTANT.

- 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 ATTORNEY GENERAL of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the ATTORNEY GENERAL 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 CONSULTANT shall provide to the ATTORNEY GENERAL access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Agreement and the ATTORNEY GENERAL that are in the possession or control of CONSULTANT upon demand and shall provide the data to the ATTORNEY GENERAL in a format prescribed by the ATTORNEY GENERAL and the State Auditors of Public Accounts at no additional cost.
- 18.20 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order 21-2, promulgated July 1, 2021, CONSULTANT, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
- (1) That no gifts were made by (A) CONSULTANT, (B) any principals and key personnel of CONSULTANT, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the CONSULTANT or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
 - (2) That no such principals and key personnel of CONSULTANT, or agent of CONSULTANT or of such principals and key personnel, knows of any action by CONSULTANT to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of CONSULTANT to provide a gift to any such public official or State employee; and
 - (3) That CONSULTANT is submitted bids or proposals without fraud or collusion with any person.
- 18.21 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

18.22 Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the CONSULTANT represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the CONSULTANT has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a CONSULTANT for the purposes of (A) providing counsel to a CONSULTANT, vendor, CONSULTANT or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "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 as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

CONSULTANT's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the CONSULTANT a former State employee or former public official? YES
NO

If YES: _____

Name of Former State Agency

Termination Date of Employment

- 18.23 All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given under this Agreement shall be in writing and delivered by hand, electronically with evidence of receipt, by U.S. certified mail, return receipt requested, or by recognized overnight courier, 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 in this section.
- 18.24 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.
- 18.25 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.

CONSULTANT

Date

By: _____

STATE OF CONNECTICUT

Date

By: _____
William Tong, Attorney General