State of Connecticut
Office of the Attorney General

First Addendum to RFP #2025-01

Request for Proposals for Legal Services

Representation of the Connecticut Technical Education and Career System Related to Labor Negotiations

April 16, 2025

RFP #2025-01, Representation of the Connecticut Technical Education and Career System ("CTECS") related to Labor Negotiations is CANCELLED. This RFP may be revisited in the future.

ATTORNEY GENERAL

STATE OF CONNECTICUT

Request for Proposals for Legal Services

RFP # 2025-01

Representation of the Connecticut Technical Education and Career System (CTECS)

The State of Connecticut, Office of the Attorney General, is seeking proposals to provide certain legal services involving representation of the Connecticut Technical Education and Career System in Labor Negotiations matters.

PROPOSALS MUST BE RECEIVED BY MAY 15, 2025, 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

Legal Representation of the State of Connecticut,
Connecticut Technical Education and Career System

RFP# 2025-01

The State of Connecticut, Office of the Attorney General ("OAG"), is seeking proposals to provide certain legal services for the Connecticut Technical Education and Career System ("CTECS").

SCOPE OF SERVICES

The Attorney General of Connecticut (the "ATTORNEY GENERAL"), pursuant to Conn. Gen. Stat. § 3-125, invites proposals from appropriately qualified firms to provide legal counsel to CTECS with respect to labor negotiations. The OAG seeks significant expertise in collective bargaining agreements for teachers and educational administrators in the state of Connecticut.

The scope of the legal services (the "Services") to be provided include, without limitation, the following:

(a) Assist CTECS with all phases of collective bargaining including preparation, gathering of pertinent information, development of proposals, training of the negotiation teams, development of coordinated bargaining strategies and representing CTECS in all aspects of negotiations with both the teachers' and administrators' unions;

(b) Consult with and make recommendations to CTECS on matters relating to collective bargaining issues generally;

(c) Review, analyze, investigate and conduct research necessary to carry out services;

(d) Negotiate and/or engage in mediation and/or arbitration, with the approval of CTECS, with any and/or all parties necessary to carry out said Services;

(e) Provide written monthly status reports in a format agreed to by CTECS which shall include a summary and status of all matters and details of work completed with breakdown of billable hours by tenths of an hour;

(f) Designate an appropriate Administrator, as identified in Section XXXII. A., as the contact person for CTECS with respect to all matters in this Agreement, and should there be a change, the Contractor shall notify CTECS within ten (10) business days of such change; and

(g) Prepare, write, and provide to the ATTORNEY GENERAL or his designee all documents and instruments, in electronic, magnetic, paper and any other form, which are necessary or appropriate to carry out said Services.

(h) Negotiate and/or engage in mediation, with the approval of the ATTORNEY GENERAL, with any and/or all parties necessary to carry out said Services.

(i) Make all court and agency appearances and filings and represent the State in all related actions, pending or threatened, suits, claims, investigations, legal, administrative, mediation or arbitration proceedings, whether at law or in equity, in any forum (collectively, "Actions") as determined to be necessary and/or appropriate for said Services in consultation with the ATTORNEY GENERAL and/or his designee.

(j) Hire and consult with expert witnesses, consultants, mediators, and investigators as may be reasonably and necessarily required for said Services with advanced approval by the ATTORNEY GENERAL and CTECS subject to the following requirements and limitations:

Terms of subcontracts over five thousand dollars ($5,000.00) must be approved in writing and in advance by the ATTORNEY GENERAL. In requesting approval, the CONTRACTOR must include the following information:

(A) Why it is necessary to hire a subcontractor;
(B) How the proposed subcontractor was selected;
(C) Proposed rates and reimbursements for the subcontractor; and
(D) Comparison of these rates to those of other qualified subcontractors.

Subcontracts or agreements must include terms which are substantially similar to the billing terms in the Compensation and Reimbursement Section of this Agreement.

The CONTRACTOR'S bills for subcontracted work must include full detailed itemizations of all fees and expenses for the subcontracted work, with appropriate supporting documentation.

(k) Provide all necessary paralegal and clerical support to carry out said Services.

(l) Perform all tasks for said Services under this Agreement in coordination with the ATTORNEY GENERAL and CTECS.

TERM AND AMOUNT OF CONTRACT

A Contract 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 one (1) additional one (1) year period for a total of four (4) years, unless otherwise amended. Any extensions only will be by written amendment to the original Professional Services Agreement (hereinafter referred to as "Contract" or "Agreement"). The total maximum value of the contract awarded pursuant to this RFP will not exceed One Hundred Seventy-Five Thousand dollars ($175,000). The OAG reserves the right during the term of the contract to increase the total maximum value in the future by written amendment to the original Contract. This award is not necessarily exclusive. The OAG reserves the right during the term of these contracts to solicit and request additional proposals for legal services in the same or other areas of practice.

Proposals must be received by the OAG by 4:30 p.m., Eastern Time on May 15, 2025.

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

- Depth and quality of experience negotiating successor collective bargaining agreements for teachers and administrators in the State of Connecticut; This includes qualifications of personnel, including the experience and availability of the lead attorney(s) and the breadth and depth of experience of other partners, associates and other professionals available to provide the requested services.
- Depth and quality of experience in providing general legal advice on school law matters, particularly as it relates to labor relations;
- Results of reference checks;
- Demonstrated commitment to affirmative action, workplace diversity and equal opportunity for employees;
- Record of compliance with all applicable ethical rules and rules of professional conduct;
- Reasonableness of rates proposed, and demonstrated efficiency in providing sound advice and counsel without unnecessary or excessive charges;
- Anticipated / approximated cost of services;
- Results of interviews, if any;
- Ability to muster sufficient resources to respond to significant motion practice and discovery demands propounded by potential defendants;
- Demonstrated ability to work closely and cooperatively with clients in meetings and negotiation sessions;
- Team organization and approach, including the ability of the firm or firms to adequately staff and promptly and vigorously pursue litigation to conclusion;

- Ability and commitment to minimize the administrative burdens imposed on State employees, officials, and agencies in this undertaking, specifically including any litigation that may result;
- Reasonableness of proposed rates and method of compensation and demonstrated efficiency in providing sound advice and counsel without unnecessary or excessive charges and demonstrated ability to reduce fees and billed time through efficient and effective methods and practices. Among substantially equally qualified proposers, rates and efficiency will weigh heavily in making a selection;
- Workforce diversity, as evidenced by the firm current workforce diversity, its explanation of its current diversity and any plans or efforts it describes to improve or broaden its diversity; and
- Demonstrated successful utilization of legal research subscription services, document management systems, cybersecurity technology and best practices, and other information technology services and products.

The proposing firm will not be considered to have an irreconcilable conflict of interest because the firm or attorneys associated with the firm have in the past brought or are currently bringing litigation against the State, whether in court, mediation or arbitration, so long as that litigation does not concern the firm's involvement in matters related to and adverse to the State related to any of the described services sought in this RFP. However, all potential conflicts with the State must be fully described and discussed in the proposal.

INSTRUCTIONS TO PROPOSERS

I. Proposals Schedule

Release of RFP: **APRIL 3, 2025**
Proposals Due: **MAY 15, 2025**

From the date the OAG issues this RFP until the date that it awards the contract(s) to the successful proposer, interested parties should not contact any employee of the State of Connecticut for additional information concerning this RFP, except in writing directed only to Eileen Meskill, Deputy Attorney General, via email at Eileen.Meskill@ct.gov and Nicole Hart, Paralegal Specialist, via email at Nicole.Hart@ct.gov . Interested parties should submit questions no later than **April 17, 2025**. Answers will be posted by **May 1, 2025.** 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 May 15, 2025, 4:30pm 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 in response to RFP # 2025-01 -
***Representation* of the Connecticut Technical Education and Career System (CTECS) re: Labor Negotiations**

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@ct.gov and to 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 include but may not be limited to: Ethic Affidavits and Certifications Form 1 (Gift and Campaign Contribution). Form 1 can be found at https://portal.ct.gov/-/media/OPM/Fin-General/OPM-Form1CampaignContributionCertification-8-18-Final.pdf 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/Services/For-Agencies-and-Municipalities/Procurement 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, CTECS 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) Discuss the extent to which your workforce, at the attorney level, at the other professional staff level, and at the other support staff level, reflects or does not reflect the diversity of your community and its surrounding area. To the extent that your workforce does not fully reflect the diversity of your community, discuss and explain the actions, if any, you have taken and are taking to achieve staffing that is more reflective of the diversity of your community and the results of those efforts.

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

(8) Include detailed and specific fee proposal. You must include a fee proposal with specific hourly rates for each category or person who will work on the assignment, including paralegals, but excluding clerical staff, whose time may not be billed. Also, include a list and description of any alternative fee arrangements your firm offers that would or could be applicable to some or all of the work for this RFP.

(9) 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. If so, state whether that related business entity is a vendor to CTECS or has the potential to become a vendor and explain.

(10) 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, electronic research portal charges, meals or in-State transportation or other costs.

(B) Small Business Express. Include a flat rate per transaction fee proposal for preparation and review of transactional documents and related legal services for grants or loans under the Small Business Express Program. (See description of the program above in footnote 1 on page 5 above). Also include, as an alternative, hourly rates for services related to this program.

(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.

IV. Amendment or Cancellation of this RFP

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

V. Presentation of Supporting Evidence

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

VI. Misrepresentation or Default

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

VII. Errors

The OAG reserves the right to correct clerical or administrative errors that may be made during the evaluation of proposals or during the negotiation of the contract and to change the contract award accordingly. In addition, the OAG reserves the right to re-evaluate proposals and the award of the contract in light of information either not

previously known or otherwise not properly having been taken into account prior to contract award. In any case, this may include, in extreme circumstances, revoking the awarding of the contract already made to a firm and subsequently awarding the contract to another firm.

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

The OAG may waive minor irregularities found in proposals or allow the proposer to correct them, depending on which is in the best interest of the State. “Minor irregularities” means typographical errors, matters of form rather than substance or 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.

VIII Ownership of Proposals

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

IX. 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 a firm or firms 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 firm(s). 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 IX(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 contract contains the representation described in this Section IX(b).

(3) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall represent:

(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) This Section IX(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 representation 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 such contract includes the representation set forth in subsection (2) of this section.

(2) Each contract described in Section (1) above shall include a representation whether any consulting agreement has been entered into in connection with such contract. Such representation shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (i) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (ii) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (iii) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such contract is executed.

(3) Such representation shall be made to the best knowledge and belief of the person signing the contract and shall be subject to the penalties of false statement as provided in Section 53a-157b of the Connecticut General Statutes.

(4) If such representation indicates that a consulting agreement has been entered into in connection with any such contract, such representation shall include or attach the following information for each consulting agreement listed: 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) This Section IX(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(c)(1) and 4a-60a(c)(1), as amended, every contract with a contractor who has one or more contracts with an awarding agency or is a party to a municipal public works contract or a contract for a quasi-public agency project shall include a nondiscrimination affirmation provision certifying that the contractor understands the obligations of Conn. Gen. Stat. §§ 4a-60 and 4a-60a and 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 those sections. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by (A) initialing the nondiscrimination affirmation provision in the body of the contract, (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations, or (C) signing the contract.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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 § 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.

XV. 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.

XVI. Executive Orders and Other Enactments

(a) All references in the Contract 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 Contract at any time during its term, or that may be made applicable to the Contract during its term. The Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor will not be relieved of its obligation to perform under the Contract if it chooses to contest the applicability of the Enactments or the OAG’s authority to require compliance with the Enactments.

(b) The Contract 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 will be incorporated into and made a part of the Contract as if they had been fully set forth in it.

(c) The Contract 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 will be deemed to be incorporated into and made a part of the Contract as if fully set forth in it.

XVII. 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.

XVIII. 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.

XIX. Campaign Contribution Restriction

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 the contract shall represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice**.**

APPENDIX A

TO REQUEST FOR PROPOSALS 2025-01

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

This Professional Services Agreement (hereinafter, "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 (hereinafter referred to as the "ATTORNEY GENERAL"), and _____, acting by _____, with its principal place of business at _____ (hereinafter referred to as the "CONTRACTOR" or "FIRM").

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: <u>SCOPE OF SERVICES</u>

1.1 The CONTRACTOR shall provide certain legal services regarding Connecticut Technical Education and Career System ("CTECS") in labor negotiation matters (collectively referred to as "Services"). The Services to be performed by CONTRACTOR may consist of one or more of the following tasks:

(a) Assist CTECS with all phases of collective bargaining including preparation, gathering of pertinent information, development of proposals, training of the negotiation teams, development of coordinated bargaining strategies and representing CTECS in all aspects of negotiations with both the teachers' and administrators' unions;

(b) Consult with and make recommendations to CTECS on matters relating to collective bargaining issues generally;

(c) Review, analyze, investigate and conduct research necessary to carry out services;

(d) Negotiate and/or engage in mediation and/or arbitration, with the approval of CTECS, with any and/or all parties necessary to carry out said Services;

(e) Provide written monthly status reports in a format agreed to by CTECS which shall include a summary and status of all matters and details of work completed with breakdown of billable hours by tenths of an hour;

(f) Designate an appropriate Administrator, as identified in Section XXXII. A., as the contact person for CTECS with respect to all matters in this Agreement, and should there be a change, the Contractor shall notify CTECS within ten (10) business days of such change; and

(g) Prepare, write, and provide to the ATTORNEY GENERAL or his designee all documents and instruments, in electronic, magnetic, paper and any other form, which are necessary or appropriate to carry out said Services.

(h) Negotiate and/or engage in mediation, with the approval of the ATTORNEY GENERAL, with any and/or all parties necessary to carry out said Services.

(i) Make all court and agency appearances and filings and represent the State in all related actions, pending or threatened, suits, claims, investigations, legal, administrative, mediation or arbitration proceedings, whether at law or in equity, in any forum (collectively, "Actions") as determined to be necessary and/or appropriate for said Services in consultation with the ATTORNEY GENERAL and/or his designee.

(j) Hire and consult with expert witnesses, consultants, mediators, and investigators as may be reasonably and necessarily required for said Services with advanced approval by the ATTORNEY GENERAL and CTECS subject to the following requirements and limitations:

(k) Provide all necessary paralegal and clerical support to carry out said Services.

(l) Perform all tasks for said Services under this Agreement in coordination with the ATTORNEY GENERAL and CTECS.

(m) Prepare, write, and provide to the ATTORNEY GENERAL or his designee and the DEPARTMENT all documents and instruments, in electronic, magnetic, paper and any other form, which are necessary or appropriate to carry out said Services.

(n) Negotiate and/or engage in mediation, with the approval of the ATTORNEY GENERAL, and/or his designee, with any and/or all parties. No settlement discussion may be conducted, settlement offer proposed, or settlement entered into without the approval of the ATTORNEY GENERAL or his designee. The ATTORNEY GENERAL and/or his staff may participate in any settlement negotiation or mediation.

(o) Make all court and agency appearances and filings and represent the State in all related actions, pending or threatened, suits, claims, investigations, legal, administrative, mediation or arbitration proceedings, whether at law or in equity, in any forum (collectively, "Actions") as determined to be necessary and/or appropriate for said Services in consultation with and subject to the approval of the ATTORNEY GENERAL and/or his designee, including any appeals.

(p) Hire and consult with subcontractors, including expert witnesses, consultants, mediators, and investigators as may be reasonably and necessarily required for said Services and as approved by the ATTORNEY GENERAL or his designee, subject to the following requirements and limitations:

(1) Terms of subcontracts over five thousand dollars ($5,000.00) must be approved in writing and in advance by the ATTORNEY GENERAL or his designee. In requesting approval, the CONTRACTOR must include the following information:

a. Why it is necessary to hire a subcontractor;

b. How the proposed subcontractor was selected;

c. Proposed rates and reimbursements for the subcontractor; and

d. Comparison of these rates to those of other qualified subcontractors.

(2) Subcontracts or agreements must include terms which are substantially similar to the billing terms in the Compensation and Reimbursement Section of this Agreement.

(3) The CONTRACTOR'S bills for subcontracted work must include full detailed itemizations of all fees and expenses for the subcontracted work, with appropriate supporting documentation.

(q) Provide all necessary expert, technical, paralegal, clerical, document retrieval and analysis and other litigation and legal services support.

(r) Provide staff, equipment, and expertise to minimize the administrative burdens imposed on CTECS, OAG, and other State agencies, employees, and officials.

(s) Perform all tasks for said Services under this Agreement in coordination with the ATTORNEY GENERAL.

SECTION 2: AGREEMENT ADMINISTRATION

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

Office of the Attorney General
165 Capitol Avenue
Hartford, CT 06106
Telephone: (860) 808-5210
Email: Patricia.McCooey@ct.gov

2.2 The person in charge of administering this Agreement on behalf of CTECS is Kelly LaCluyze, Staff Attorney, and her successors in office, whose contact information is as follows:

CTECS
39 Woodland Street
Hartford, CT 06105
Telephone: (860) 807-2194
Email: Kelly.LaCluyze@cttech.org

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

Name:
Address:
Telephone:
Email:

2.4 The professional staff member of the CONTRACTOR primarily responsible for the performance of this Agreement is _____. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR for Services relating to, in accordance with the following hourly rate schedule:

(a) Partners _____

(b) Associates _____

(c) Paralegals _____

3.2 Alternative Fee Arrangements: Upon a determination by CTECS that an alternative fee arrangement ("AFA") for specified Services will be more advantageous to CTECS than use of the hourly rates in this Agreement, CTECS and the CONTRACTOR may agree to such AFA for a specified Service, provided that no such AFA may be agreed to between CTECS and the CONTRACTOR unless the agreement is in writing, for each specific assignment, and approved in advance by the ATTORNEY GENERAL. AFA may include, but are not limited to, a fixed fee, a not to exceed fee, a blended hourly rate, a volume discount or other arrangement.

3.3 The above hourly rates shall be charged only for actual time spent rendering such Services; the CONTRACTOR shall not "round off" time. The time spent rendering Services shall be billed to the tenth of an hour within any single workday. The ATTORNEY GENERAL shall not be charged for any other time expended by the CONTRACTOR during travel, overnight stays, or the like associated with the performance of the Services.

3.4 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 or CTECS, CONTRACTOR 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 may, prior to authorizing payment under this Section, require the CONTRACTOR to submit such additional accounting and information as he deems to be necessary or appropriate. The CONTRACTOR 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 Technology Commercialization Services, to ag.businessoffice@ct.gov.**

3.5. For all Services, CTECS will fund the compensation of CONTRACTOR.

3.6 The CTECS agrees to reimburse the CONTRACTOR 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 CTECS shall not reimburse the CONTRACTOR for any overhead related expenses, including, but not limited to, duplicating, secretarial, facsimile (other than long-distance telephone line charges), electronic research portal charges, clerical staff, library staff, proofreading staff, meals and in-State transportation costs or expenses unless they are otherwise approved by CTECS.

3.7 The CONTRACTOR shall not be compensated for time spent on background or elementary legal research or any legal training without the prior written consent of the ATTORNEY GENERAL. Charges for legal research must be accompanied by a detailed description setting forth the purpose of the research and summarizing its nature. Any written material produced as a result of such research shall be

available to the ATTORNEY GENERAL or CTECS on or before the third business day following the date of his written request. The ATTORNEY GENERAL shall have the final decision in all disputes between the parties to this Agreement under this subsection.

3.8 The CONTRACTOR shall not be compensated for time spent in consultation with any attorney or other employee of the ATTORNEY GENERAL or CTECS concerning the administration of this Agreement and/or issues relating to billing. Unless otherwise authorized by CTECS, compensation for communication between or among attorneys and/or staff within the CONTRACTOR'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 and CTECS 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, the CONTRACTOR shall not be compensated for the attendance or participation of more than one attorney 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 attorney has attended or participated in any such meeting, conference or proceeding without the consent of the ATTORNEY GENERAL, the CONTRACTOR shall be compensated only for the time of the most senior attorney in attendance or participating.

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

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 One Hundred Seventy-Five Thousand dollars ($175,000.00).

3.13 The ATTORNEY GENERAL shall have the right, without the need of prior notice to the CONTRACTOR, 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 CONTRACTOR in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by CTECS without the prior written approval of CTECS and/or the ATTORNEY GENERAL.

3.15 CONTRACTOR shall notify the ATTORNEY GENERAL and CTECS promptly when total billing is within fifteen percent (15%) of the contract maximum.

3.16 CONTRACTOR agrees that any billable work shall be discontinued if billing reaches the contract maximum, absent explicit written approval of both the ATTORNEY GENERAL and CTECS. CONTRACTOR acknowledges and agrees that failure to abide by this provision will result in waiver of any right to payment for billings or expenses in excess of 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 of Connecticut. The ATTORNEY GENERAL shall notify the CONTRACTOR in writing of termination pursuant to this Section, which notice shall specify the effective date of termination and the extent to which the CONTRACTOR 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 CONTRACTOR has breached the Agreement, terminate the Agreement by notifying the CONTRACTOR in writing of the termination pursuant to this Section, which notice shall specify the effective date of the termination.

4.3 The ATTORNEY GENERAL shall send the notice of termination via certified mail, return receipt requested, to CONTRACTOR at the most current address which CONTRACTOR has furnished to the ATTORNEY GENERAL for purposes of correspondence, or by hand delivery. Upon receiving the notice from the ATTORNEY GENERAL, CONTRACTOR 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 CONTRACTOR shall deliver them to the ATTORNEY GENERAL no later than thirty (30) days after the termination of the Agreement or fifteen (15) days after CONTRACTOR receives a written request from the ATTORNEY GENERAL for the Records. CONTRACTOR 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, CONTRACTOR 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 any goods and any other property. Except for any work which ATTORNEY GENERAL directs CONTRACTOR to Perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR to complete. However, CONTRACTOR is not entitled to receive and the ATTORNEY GENERAL is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the ATTORNEY GENERAL, CONTRACTOR shall assign to the ATTORNEY GENERAL, or any replacement contractor which the ATTORNEY GENERAL designates, all subcontracts, purchase orders and other commitments, and deliver to the ATTORNEY GENERAL all Records and other information pertaining to its performance.

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 CONTRACTOR or CONTRACTOR Agents or any third party.

4.7 Upon termination of the Agreement, for any reason, including the expiration of this contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.

4.8 Termination of the Agreement pursuant to this Section shall not be deemed to be a breach of contract by the ATTORNEY GENERAL.

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

4.10 If the CONTRACTOR terminates this Agreement, the CONTRACTOR shall not be entitled to any compensation for Services that are rendered or payment for expenses that are incurred subsequent to the effective date of termination.

SECTION 5: TIME OF PERFORMANCE; TERM OF AGREEMENT

5.1 The CONTRACTOR shall perform the Services at such times and in such sequence as may be reasonably directed by the ATTORNEY GENERAL and CTECS.

5.2 This Agreement will run from its effective date (the date upon which it has been signed by both parties) 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 four (4) years, unless otherwise amended by mutual written agreement between the ATTORNEY GENERAL and the CONTRACTOR.

SECTION 6: SETOFF

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

SECTION 7: CROSS DEFAULT

7.1 If the CONTRACTOR breaches, defaults or in any way fails to perform satisfactorily under the Agreement, then the ATTORNEY GENERAL may, in their 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 CONTRACTOR has with the ATTORNEY GENERAL. Accordingly, the ATTORNEY GENERAL may then exercise at their 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 CONTRACTOR had suffered a breach, default or failure to perform under the Other Agreements.

7.2 If the CONTRACTOR breaches, defaults or in any way fails to perform satisfactorily under any or all Other Agreements with the ATTORNEY GENERAL or the State of Connecticut, then the ATTORNEY GENERAL may, in their 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 their 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 of Connecticut, as if the CONTRACTOR had suffered a breach, default or failure to perform under the Agreement.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 The CONTRACTOR represents and warrants to the ATTORNEY GENERAL for itself and for the Contractor Agents, as defined in the Indemnification Section of this Agreement, as applicable, that:

(a) The CONTRACTOR 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 CONTRACTOR and Contractor Agents have not, within the three (3) years preceding the Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(f) The CONTRACTOR and Contractor Agents are not presently indicted or, to the best of their knowledge, under investigation for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

(g) The CONTRACTOR and Contractor Agents have not within the three (3) years preceding the Agreement had one or more contracts with any governmental entity terminated for cause;

(h) To the best of its knowledge, there are no Claims, as defined in the Indemnification Section of this Agreement, involving the CONTRACTOR 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 its businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims;

(j) Its participation in the request for proposal process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

(k) The proposal was not made in connection or concert with any other person, entity or proposer submitting a proposal and is in all respects fair and without collusion or fraud;

(l) It has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

(m) It owes no past due unemployment compensation contributions;

(n) It is not delinquent in the payment of any taxes owed to the State of Connecticut.

(o) It shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties and responsibilities pursuant to this Agreement other than in

connection with the performance of those duties and responsibilities. The CONTRACTOR shall keep all confidential or privileged the Records in secured areas and shall take reasonable precautions to protect the Records from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.

(p) During the course of this Agreement, the CONTRACTOR shall not represent any other client if such representation will materially affect its duties or obligations to the State of Connecticut or the ATTORNEY GENERAL or create an appearance of impropriety.

(q) The CONTRACTOR 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 their designee, the CONTRACTOR 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 CONTRACTOR, upon the request of the ATTORNEY GENERAL or their designee, shall give to the ATTORNEY GENERAL or their designee all original documentation, or, in the sole discretion of the ATTORNEY GENERAL or their designee, copies thereof, filed in the course of, or arising out of, the CONTRACTOR'S performance of the Services. The CONTRACTOR 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 CONTRACTOR shall obtain and maintain at its own cost and expense for the duration of the Agreement, the following insurance:

(a) Commercial General Liability: One million dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work covered by this Agreement or the general aggregate limit shall be twice the occurrence limit.

(b) Automobile Liability: One million dollars ($1,000,000) combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If 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 one hundred thousand dollars ($100,000) each accident, five hundred thousand dollars ($500,000) Disease – Policy limit, one hundred thousand dollars ($100,000) each employee.

(d) Professional Liability: The CONTRACTOR 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 _____ ($_____) with a deductible not to exceed _____ dollars ($_____). This policy shall insure the CONTRACTOR against damages and costs resulting from negligent acts, errors, and omissions in the work performed by the CONTRACTOR on and after the effective date of, and under the terms of, this Agreement. The CONTRACTOR may, at its election, obtain a policy containing a maximum of _____ ($_____) deductible clause, but if so, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall indemnify, defend and hold harmless the State of Connecticut (the "State") and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims, as defined below, arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the CONTRACTOR or Contractor Agents, as defined below; and (2) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The CONTRACTOR shall use attorneys and contractors reasonably acceptable to the State in carrying out its obligations under this Section. The CONTRACTOR'S obligations under this Section to indemnify, defend and hold harmless the State against Claims includes Claims concerning the confidentiality of any part or all of the proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions or articles furnished or used in the performance of the Agreement.

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

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

11.4 The CONTRACTOR'S duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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 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 The term "Contractor Agents" means the CONTRACTOR'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 CONTRACTOR is in privity of oral or written contract and whom the CONTRACTOR intends to perform services under the Agreement in any capacity.

11.9 The term "Records" means all working papers and such other information and materials as may have been accumulated by the CONTRACTOR or Contractor Agents in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

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

SECTION 12: CHANGES TO THIS AGREEMENT

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

SECTION 13: REQUIRED PERSONNEL/OFFICE

13.1 On or before the effective date of this Agreement, the CONTRACTOR 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 CONTRACTOR 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 Contractor or contractor;
iv. “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally

associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and

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

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

(b) (1) 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, status as a victim of domestic violence, 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 insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, 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 Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant

to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f; and (5) 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 Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

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

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

(e) The Contractor shall include the provisions of subsection (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 Conn. Gen. Stat. § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The 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.

(g) (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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 46a-56.

(h) 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 Conn. Gen. Stat. § 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.

(i) 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 Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

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 CONTRACTOR 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 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 CONTRACTOR under this Agreement are confidential, and the CONTRACTOR 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 their designee.

17.2 The ATTORNEY GENERAL will afford due regard to any request of the CONTRACTOR for the protection of proprietary or confidential information which the ATTORNEY GENERAL receives from the CONTRACTOR. 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the CONTRACTOR, extraordinary weather conditions, disasters, riots, acts of God, pandemics and other health emergencies, insurrection, or war.

18.7 The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. No such change shall relieve the CONTRACTOR of any responsibility for the accuracy and completeness of the performance. The CONTRACTOR 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 CONTRACTOR shall deliver, a financial statement showing that solvency of the CONTRACTOR 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 CONTRACTOR 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 their designee on or before the tenth business day following the date of the written request. The CONTRACTOR 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 CONTRACTOR shall continue to perform its obligations under the Agreement while any dispute concerning the Agreement is being resolved.

18.12 The CONTRACTOR shall be responsible for the entire performance under the Agreement. The CONTRACTOR shall be the sole point of contact concerning the management of the Agreement, including performance and payment issues. The CONTRACTOR is solely and completely responsible for adherence by the Contractor Agents to all applicable provisions of the Agreement.

18.13 The waiver of a term or condition by the ATTORNEY GENERAL or their designee shall not (i) entitle the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'S representation of any client constitutes a conflict of interest, or creates an appearance of impropriety, the CONTRACTOR shall, within five (5) days of the posting of notice by the ATTORNEY GENERAL or their designee to the CONTRACTOR, 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 CONTRACTOR'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 CONTRACTOR, the Contractor's Agent or any subcontractor, in the scope of their work under this Agreement are the exclusive property of the State of Connecticut and no one else shall have any right, including but not limited to, intellectual property, copyright and trademark rights, in those Records.

18.16 The CONTRACTOR acknowledges that the ATTORNEY GENERAL has relied upon all of the CONTRACTOR'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 CONTRACTOR. 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 CONTRACTOR the opportunity to cure in accordance with the written notice of such breach sent to the CONTRACTOR.

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 CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR, 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) CONTRACTOR, (B) any principals and key personnel of CONTRACTOR, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor 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 CONTRACTOR, or agent of CONTRACTOR or of such principals and key personnel, knows of any action by CONTRACTOR to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of CONTRACTOR to provide a gift to any such public official or State employee; and

(3) That CONTRACTOR 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 Contractor 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 Contractor 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 contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such 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 (if any) 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 this Agreement as of the dates set forth below.

FIRM

_____ By: _____
Date:

STATE OF CONNECTICUT

_____ By: _____
Date William Tong
Attorney General