



**REQUEST FOR PROPOSALS TO RETAIN RATE CASE CONSULTANTS
RFP #2023-02**

Introduction

To carry out its responsibilities under § 16-2a and § 16-18a of the Connecticut General Statutes (“CGS”), the Office of Consumer Counsel (“OCC”) has determined that it is necessary or desirable to retain one or more consultants in regulatory proceedings before the Public Utility Regulatory Authority (“PURA” or “the Authority”) related to the pending rate application of Connecticut Water Company identified below.

The schedule for this Request for Proposal (“RFP”) seeking proposals from qualified Consultants is as follows:

Release Date	September 26, 2023
Notice of Intent to Bid	October 2, 2023
Deadline for Questions	October 6, 2023
RFP Clarification/Amendments	October 9, 2023
Proposal Due Date	October 13, 2023

Specifically, OCC is seeking proposals for the following docket:

1. Application of Connecticut Water Company to Amend Its Rate Schedule [23-08-32]

The Company filed a Notice of Intent to File a General Rate Case on August 31, 2023. Pursuant to the standards set forth in Regulations of Connecticut State Agencies § 16-1-22(b), the Company is expected to file its amended rate schedule between September 30, 2023 and October 30, 2023.

Section 1 – RFP Process

OCC is requesting a proposal with the intent of having the Consultant available to begin immediately on any resulting engagement in accordance with the timeline to be noticed by PURA in the above docket, with recognition that such timeline will be subject to amendment by PURA. Consultants must be prepared to commit sufficient personnel, time, and effort in order to meet the timetable mutually agreed to between OCC and the selected Consultant.

To facilitate communications, Consultants are encouraged to submit a Notice of Intent to Bid by email to Megan.Sullo@ct.gov no later than 4:00 p.m. on October 2, 2023. The subject line of the email should reference “RFP #2023-02, Request for Proposals to Retain Rate Case Consultants”. The email should provide the name and address of the Respondent Consultant, as well as a contact person’s name, email address, and telephone number.

Documents pertaining to the RFP will be emailed to Respondents who have submitted notices; however, documents will also be posted on OCC’s webpage located at <https://portal.ct.gov/OCC> , and Respondents are responsible for checking the webpage for current materials. Consultants may still submit a proposal by the proposal deadline even if a Notice of Intent to Bid is not provided, but will not receive any additional information or documents by email from OCC.

All questions on this RFP should be directed in writing to Megan.Sullo@ct.gov, not later than October 6, 2023. During the process of evaluating the proposals, OCC reserves the right to request additional information or clarification from any Consultant submitting a proposal, and to permit corrections of errors or omissions without notice to other competing firms.

All Proposals submitted in response to the RFP must be delivered by E-mail to Megan.Sullo@ct.gov by 4:30 p.m. on October 16, 2023. OCC requests that Proposals be electronically submitted in a format that is compatible with Outlook/Office 365, either in Word format or in a high quality, fully searchable pdf file.

Confidential Information. Please note that proposals received by OCC are subject to Connecticut’s Freedom of Information Act (FOIA), General Statutes §1-200, *et seq.* If any part of a Proposal contains information that a Respondent asserts is exempt from public disclosure, the Respondent must specifically identify the exempted text and mark each page of the materials claimed to be exempt from disclosure as “Confidential.” In addition, the Respondent must identify the applicable exemption under Conn. Gen. Stat. § 1-210(b) and explain why the

designated information qualifies for the exemption. The explanation must be stated in terms of (a) the prospective harm to the competitive position of the Respondent that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to Conn. Gen. Stat. § 1-210(b). Respondents should not mark the entire Proposal or entire sections of the Proposal as “Confidential.”

Business Registration. The selected Consultant for this assignment shall be registered with the Connecticut Secretary of State prior to entering into a contract for this engagement.

Registration can be done online at the following website: https://business.ct.gov/New-Business-Registration-System?language=en_US

Costs of Preparing Proposals. Consultants submitting proposals in response to this RFP do so at their own expense. It is understood that the selected Consultant(s) will not include proposal costs, or any other costs incurred prior to selection and execution of the engagement agreement, if any, as reimbursable costs related to the engagement itself.

Section II – Services and Deliverables

Consultant proposals for this engagement shall include, among other items, the Consultant’s experience/qualifications, hourly rate schedules, approach to assisting OCC, and a total cost estimate supported by projected assigned task hours. Consultants shall detail experience with the topics described below and strong consideration will be given to Consultants who have proven success in addressing issues cited in the description of scope below.

Proposals that are not on time and complete will not be considered. Proposals will be reviewed for a clear, logical plan for providing the requested consulting services, and demonstrate experience, skill, and ability to complete the task(s), and analytical and methodological approaches that best advance the interest of consumers (ratepayers) through rate cases.

Consultants will be supervised by technical and legal staff, as delegated by the Consumer Counsel.

OCC is interested in Consultants that demonstrate experience and knowledge in one or more of the following topics:

- Accounting and revenue requirement issues (including but not limited to operating and maintenance expenses), tax analysis (including but not limited to gross earnings tax, Federal income taxes, deferred income taxes, and review of compliance with the Federal Tax Cuts and Jobs Act, December 22, 2017);
- Rate base plant analysis, capital budget, working capital, revenue and customer statistics (current and prospective);
- Cost of capital (rate of return, cost of equity/return on equity, cost of debt, capital structure);

- Sales forecasts;
- Depreciation;
- Capital expenditures budgets, historic plant additions and review of actual to projected plant additions;
- Water system engineering and planning;
- Rate design (including potential evaluation of Low-income Discount Rate; Inclining Block Rates; ; Class Cost of Service)
- Cost of service;
- Cost allocation;
- Information technology, cybersecurity and billing systems;
- Affordability assistance programs;
- Such other matters determined to be within the scope of this proceeding.

In any of the above topic areas and dockets, the Consultant will be expected to provide the following services:

- Conduct research analyzing best practices related to regulated water companies, including benchmarking of policies and procedures with other states and jurisdictions;
- Analysis of the company's filing, testimony, preparation of interrogatories, participation in audits and on-site review of company records and IT systems (as necessary), inspection of company water systems and plant additions (as necessary), and participation in other discovery activities;
- Preparation and submission of direct, rebuttal, and surrebuttal testimony and exhibits;
- Preparation of responses to interrogatories propounded upon OCC by other parties;
- Analysis of the Company's rebuttal testimony;
- Assistance in preparing cross-examination;
- Preparation for and attendance at proceedings (e.g., hearings, oral argument, settlement negotiations, etc....), which are expected to take place in-person in New Britain, Connecticut;
- Technical and drafting assistance for written comments, briefs and reply briefs;
- Analysis and advice regarding PURA's proposed final decision, suggested exceptions, and other participant's or party's exceptions.

Section III. Proposal Submittal Requirements

Consultants may submit proposals for one or more of the specific Topics listed in Section II.

Each Proposal shall include the information provided in the order listed below:

1. Company Profile (at a minimum, please provide: legal name, FEIN, address, contact person, contact information, and authorized official for contract)
2. Executive Summary (brief overview why Respondent should be selected)
3. Consultant Statement of Experience and Qualifications
 - a. Qualifications of key personnel
 - b. Relevant experience on related topics and services
 - c. References (at least 2 and no more than 4)
4. Proposed Work Plan/Project Scope
 - a. Include a concise description of the general approach to be used to achieve the objectives of the docket as they relate to the specific topics (listed above) for which Consultant wishes to be considered.
5. Work Plan/Project Proposed Budget
 - a. Include proposed organization of project team
 - b. Include estimated hours of work per major task, the hourly rate per staff that will work on project, and the estimated total cost
 - c. Include estimated travel expenses per in-person visit/proceeding
6. Conflict of Interest Disclosure
 - a. Each Respondent shall identify any existing engagements, assignments, relationships or employment that the potential Consultant or any person on the project team has that may create a conflict of interest or the appearance of a conflict of interest. In the absence of any conflict of interest, the Respondent must affirm such in the disclosure statement.

Section IV. General Conditions of Retention

a. **Consultant Retention Agreement.** Consultants selected to perform work on any of these assignments shall enter into a Consultant Retention Agreement in the form of the agreement attached as Exhibit A. The Proposals shall identify any specific objections to the form agreement.

b. **Reports.** Consultants shall submit to OCC electronic copies of all final materials prepared for OCC. Any final reports shall be considered public records and shall be made available for public inspection and distribution under FOIA unless OCC directs otherwise in accordance with the law.

c. **Work product and papers.** The Consultant's work products shall be considered public documents and shall be made available for public inspection and distribution as required. If requested, at the conclusion of an assignment, the Consultant shall provide electronic versions of work papers and source documents available to OCC, if requested.

d. Affirmative Action. The Consultant must agree to perform all tasks involved in an engagement resulting from this RFP in accordance with the affirmative action disclosures and commitments pursuant to General Statutes §46a-56, § 4a-60, §4a-60a, § 46a-68e and §46a-68f and with each regulation or relevant order issued by Commission on Human Rights and Opportunities pursuant to these statutes.

e. Legal Compliance. The Consultant shall certify that the performance of the engagement will be in compliance with all federal and Connecticut state statutes, regulations, and other guidelines, including all labor laws and all anti-discrimination legislation.

f. Other Assignments.

Consultants submitting proposals that are selected through this RFP process may be placed on a preferred list of consultants to be chosen by OCC on a direct and as-needed basis for related PURA proceedings as noticed by the Authority. OCC may elect to directly solicit such proposals from time to time, in its sole discretion, either from its preferred list of consultants or from outside of this list, based upon internal assessments of specific agency needs related to a specific PURA proceeding. Upon direct request from OCC, a consultant on the preferred list may promptly submit to OCC for evaluation and approval a detailed projected plan and budget for the prospective assignment containing, but not limited to, a brief statement of the case or matter, a description of the nature and scope of the various phases of the services expected to be performed as prescribed by OCC, an estimate of the time required to successfully complete the assignment, and an estimate of the cost of the work broken down into various phases of the services and/or deliverables expected to be performed. Pursuant to the submittal(s) being evaluated, consultants may be selected for the engagement if their submittal is approved by OCC, or if they agree to modifications to the submittal recommended by OCC. In its discretion OCC may require revisions, supplements and modifications to the plan and budget from time to time. The selected entity will not be compensated for the preparation, amendment or modification of the plan and budget.

Exhibit A - Consultant Retention Agreement Template

Rev. Aug. 2022 (OCC Electronic Format)

STATE OF CONNECTICUT
OFFICE OF CONSUMER COUNSEL

THIS RETENTION AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

ORIGINAL

AMENDMENT

IDENTIFICATION # _____

CONSULTANT	CONSULTANT NAME _____	ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input type="checkbox"/> NO
	CONSULTANT ADDRESS _____	CONSULTANT FEIN/SSN _____

STATE AGENCY	AGENCY NAME AND ADDRESS OFFICE OF CONSUMER COUNSEL 10 Franklin Square, New Britain, Connecticut 06051
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CONTRACT PERIOD	DATE (FROM) _____	THROUGH (TO) _____ Conclusion of Docket No. _____
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CONSULTANT AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

COMPLETE DESCRIPTION OF SERVICE

PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

COST AND SCHEDULE OF PAYMENTS

Affirmations, certifications, and attestations, under penalty of false statement:

- Pursuant to Conn. Gen. Stat. § 4-252 and Executive Order No. 21-2, the State agency official or employee represents that the selection of the most qualified or highest ranked 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.
- The undersigned for Consultant affirms (1) receipt of the summary of State ethics laws developed by the Office of State Ethics and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions. The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.
- The undersigned for Consultant certifies that the company or corporate policy of the Consultant complies with the nondiscrimination agreement and warranty under Conn. Gen. Stat. Section 4a-60(a)(1) and is in effect on the date the affidavit is signed.
- The undersigned for Consultant affirms that it has signed and submitted to OCC the State of Connecticut Gift and Campaign Contribution Certification form.
- In accordance with Conn. Gen. Stat. Section 4a-81, the undersigned for Consultant attests that it has not entered into any written or oral agreement 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.
- In accordance with Conn. Gen. Stat. Section 4-252, the undersigned for Consultant certifies: (1) That no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, corporation 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 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 (3) That the person, firm or corporation is submitting bids or proposals without fraud or collusion with any person.
- The undersigned for Consultant certifies that Consultant has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

ACCEPTANCES AND APPROVALS	STATUTORY AUTHORITY Conn. Gen. Stat. Sec. 16-2, 16-8, 16-8c, and 16-18a	
CONSULTANT (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
AGENCY (AUTHORIZED OFFICIAL)	TITLE	DATE

1. Definitions:

- (a) State. The State of Connecticut, including the Office of Consumer Counsel and any office, department, board, council, commission, institution or other agency of the State.
- (b) Consumer Counsel. The agency head for the Office of Consumer Counsel or the Consumer Counsel's designated agent.
- (c) Parties. The Office of Consumer Counsel (OCC) and the Consultant.
- (d) Consultant Parties. Consultant Parties shall be defined as a Consultant's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Consultant is in privity of oral or written contract and the Consultant intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Consultant Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Consultant" shall also be deemed to include "Consultant Parties", as if such reference had originally specifically included "Consultant Parties" since it is the Parties' intent for the terms "Consultant Parties" to be vested with the same respective rights and obligations as the terms "Consultant."
- (e) Contract. This agreement, as of its Effective Date, between the Consultant and the Office of Consumer Counsel for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Consultant in performing the Contract, 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.
- (i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that OCC classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the OCC; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Consultant, OCC or State.
- (k) Claim. Claim shall mean, 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.

- 2. Whistleblowing. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(k)(1). In accordance with this statute, if an officer, employee or appointing authority of the Consultant takes or threatens to take any personnel action against any employee of the Consultant in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Consultant shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. OCC may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Consultant.
- 3. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy

such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

4. Forum and Choice of Law. The Consultant agrees that the sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Consultant further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings. The parties deem the Contract 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 Contract 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 any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Consultant waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
5. Amendment. Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to: revisions to the maximum Contract payment; the total unit cost of service; the contract's objectives, services, or plan; due dates for reports; completion of objectives or services; and any other Contract revisions determined material by OCC.
6. Termination.
 - (a) This agreement shall remain in full force and effect for the entire term of the contract period stated unless terminated by the Agency. Notwithstanding any provisions in this Contract, the Agency may Terminate the Contract for any reason upon fourteen (14) days notice. The Agency shall notify the Consultant in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Consultant must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, the Agency may Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) Upon receiving the notice from the Agency, the Consultant shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Consultant shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Consultant receives a written request from the Agency for the Records. The Consultant shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Consultant shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Consultant to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Consultant shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of receipt of a final invoice, direct the Electric Distribution Company (EDC)/Local Distribution Company (LDC)/Water Company, as applicable, to reimburse the Consultant for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Consultant to complete. However, the Consultant is not entitled to receive and the Agency is not obligated to tender to the Consultant any payments for anticipated or lost profits. Upon request by the Agency, the Consultant shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Consultant's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Consultant or Consultant Parties or any third party.
 - (g) Upon Termination of the 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 Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
7. Tangible Personal Property.
 - (a) The Consultant on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Consultant and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut

General Statutes for items of tangible personal property sold by the Consultant or by any of its Affiliates in the same manner as if the Consultant and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

- (2) A customer's payment of a use tax to the Consultant or its Affiliates relieves the customer of liability for the use tax;
- (3) The Consultant and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (4) The Consultant and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) Any Consultant or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Consultant represents and warrants that each of its Affiliates has vested in the Consultant plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Consultant on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

8. Indemnification.

- (a) The Consultant shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Consultant or Consultant Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Consultant shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Consultant's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Consultant's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Consultant shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Consultant shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Consultant or any Consultant Parties. The State shall give the Consultant reasonable notice of any such Claims.
- (d) The Consultant's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Consultant is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Consultant shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

9. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

10. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract; (b) the Consultant represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Consultant shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors

or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

11. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Consultant's and Consultant Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Consultant shall maintain, and shall require each of the Consultant Parties to maintain, accurate and complete Records. The Consultant shall make all of its and the Consultant Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Consultant with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Consultant will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Consultant under this Contract. The Consultant will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Consultant in accordance with this Contract's Setoff provision.
- (e) The Consultant shall keep and preserve or cause to be kept and preserved all of its and Consultant Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Consultant shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Consultant shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Consultant shall cooperate with an exit conference.
- (g) The Consultant shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Consultant Party.

12. Campaign Contribution Restriction. For all State contracts as defined in C.G.S. § 9-612 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 expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as **Appendix C**.

13. Confidential Information. The Agency will afford due regard to the Consultant's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Consultant may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Consultant believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Consultant that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, 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. If the Consultant indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, 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 Consultant shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

14. Protection of Confidential Information.

- (a) Consultant and Consultant Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Consultant or Consultant Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Consultant and Consultant Parties shall notify the Agency as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Consultant or Consultant Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Consultant shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Agency, for review and approval. Such credit monitoring or protection plan shall be made available by the Consultant at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the Agency in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Consultants' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Consultant shall incorporate the requirements of this Section in all subcontracts requiring each Consultant Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Consultant's or Consultant Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Consultant as a Business Associate of Covered Entity.
15. Executive Orders. (a) All references in this 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. This contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Client Agency shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments. (b) This 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 are incorporated into and are made a part of the Contract as if they had been fully set forth in it. (c) This 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; (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 Management, Policy ID IT-SDLC-17-04; and (3) Executive Order Nos 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
16. Non-Discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Consultant" includes any successors or assigns of the Consultant;
 - (4) "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.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "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;
 - (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - (8) "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;
 - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise,

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

(10) "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.

- (b)(1) The Consultant agrees and warrants that in the performance of the Contract such Consultant will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Consultant 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 Consultant further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Consultant that such disability prevents performance of the work involved; (2) the Consultant agrees, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Consultant agrees to provide each labor union or representative of workers with which the Consultant has a collective bargaining agreement or other contract or understanding and each vendor with which the Consultant has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Consultant's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Consultant agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f, and 46a-86; and (5) the Consultant 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 Consultant as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Consultant 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 Consultant's good faith efforts shall include, but shall not be limited to, the following factors: The Consultant'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 Consultant shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Consultant 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 Agency and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Consultant 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 C.G.S. §46a-56, as amended; provided if such Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Consultant 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 Consultant 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 Consultant agrees and warrants that in the performance of the Contract such Consultant 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 Consultant agrees to provide each labor union or representative of workers with which such Consultant has a collective bargaining agreement or other contract or understanding and each vendor with which such Consultant 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 Consultant's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Consultant agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and(4) the Consultant 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 Consultant which relate to the provisions of this Section and C.G.S. § 46a-56.
- (h) The Consultant 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 Consultant 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 C.G.S. § 46a-56 as amended; provided, if such Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Consultant 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.

17. Antitrust Provision. Consultant hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Consultant now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
18. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement.
19. Distribution of Materials. The Consultant must obtain written approval from the Office of Consumer Counsel prior to distribution or publication of any printed material prepared under the terms of this Contract. Unless specifically authorized in writing by the State, on a case by case basis, Consultant shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Consultant's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Consultant use the State Seal in any way without the express written consent of the Secretary of State.
20. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by OCC at OCC's sole discretion. In the event of any unapproved change in principal project staff, OCC may terminate this Contract.
21. Further Assurances. 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 Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
22. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
23. Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Consumer Counsel thereto: provided, however, that claims for money due or to become due the Consultant from the Consumer Counsel under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Consumer Counsel.
24. Americans with Disabilities Act. The Consultant shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. OCC may cancel the Contract if the Consultant fails to comply with the Act.
25. Affirmative Action and Sexual Harassment Policies. The Consultant agrees to comply with the Anti-Harassment and Discrimination Policy available on the Department of Energy and Environmental Protection's (DEEP) web site, [2022-DEEP-Anti-Harassment-and-Discrimination-Policy.pdf \(ct.gov\)](#).
26. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Consultant breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Consultant has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Consultant in writing prior to the date that the payment would have been due.
27. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
28. Consultant Guarantee. The Consultant shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his

workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.

29. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. 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.
30. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
32. Access to Contract and State Data The Consultant shall provide to the Agency access to any data, as defined in Conn. Gen. Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Consultant upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.

APPENDIX A

SCOPE OF WORK

[INSERT]

SUBMISSION OF MATERIALS

All correspondence, summaries, reports, work product, and other documents related to work under this contract shall be submitted electronically to:

[INSERT]

In addition, all **invoices, legal notices** and other correspondence related to the terms of this agreement must be copied to:

[INSERT]

APPENDIX B

COST AND SCHEDULE OF PAYMENTS

Consistent with section 16-18a of the Connecticut General Statutes, payment under this agreement shall be made in accordance with the following:

1. The maximum amount payable under this Contract is _____ for the services described in Appendix A. Consultant and OCC agree to reevaluate the workplan upon issuance of an updated procedural schedule for the proceeding, and amend this Contract and maximum payable amount, subject to the limitations of Connecticut General Statutes and as needed, at that time.
2. The Consultant shall submit invoices to OCC for professional services and expenses on a monthly basis. Monthly invoices shall include the billing period and cumulative total of professional fees and expenses incurred as of the date of each invoice. The Consultant shall be compensated directly by the Electric Distribution Companies (EDC)/Local Distribution Company (LDC) for fees based upon work performed, documented, and accepted by the OCC. The final ten percent (10%) of the Contract amount shall be retained until the Consultant has provided all deliverables identified in Appendix A.
3. Upon receipt of a monthly invoice, OCC will review the invoice and submit the invoice to each applicable EDC/LDC with an order to pay the attributable share to the Consultant.
4. Invoices must identify the individual billing services, the number of hours being billed, the specific activities performed on, the hourly billing rates, and the total fees for each individual's work during the billing period.
5. No substitution and/or addition of personnel may occur without OCC's prior written approval. The above hourly rates shall be charged only for actual time spent rendering services required by this Contract. The Consultant shall not charge for any other time expended during travel, overnight stays, or the like associated with the performance of the services.
6. Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation as evidence of the actual cost of such expenses. Such expenses may include, but are not limited to: mileage @ current IRS allowance; costs of travel including airfare which excludes first class and business class airfare, and hotels, and office expenses such as phone calls, copying, postage and package delivery incurred in connection with the service pertaining to this Agreement. All expenses will be reimbursed at cost. Normal expenses including copying, invoice preparation, and other day-to-day ordinary cost-of-doing-business expenses shall be included as part of the Consultant's overhead and not billed separately.
7. Supporting documents should be cross-referenced to form an audit trail capable of being followed by an independent third party if such an inquiry is determined by the State as necessary. Consultant shall maintain accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting.

APPENDIX C

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE
STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION
LIMITATIONS**

Link: <https://biznet.ct.gov/purchase/Info/EXHIBITC.pdf>