



**Request for Proposals
for
LEGAL COUNSEL SERVICES**

January 5, 2026

**State of Connecticut
Office of the Treasurer**

Submission Deadline: February 20, 2026, 5:00 p.m., E.S.T.

***STATE OF CONNECTICUT
OFFICE OF THE TREASURER***

**REQUEST FOR PROPOSALS
FOR
LEGAL COUNSEL SERVICES**

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Section I: Introduction and Purpose of the RFP

The Office of the Treasurer (the “Treasurer” or the “Office”) is created by the Constitution of the State of Connecticut (the “State”). The Treasurer, elected quadrennially, is the chief elected financial officer of the State. The Treasurer is responsible for the safe custody of the property and money belonging to the State by receiving all money, making disbursements as directed by statute, and managing, borrowing, and investing funds. The Treasurer is principal fiduciary of each of the Connecticut Retirement Plans and Trust Funds (the “CRPTF”) and, as such, is responsible for prudently investing the State’s pension and trust fund assets.

The State, acting through the Treasurer pursuant to Connecticut General Statutes Section Sec. 3-11a, hereby requests proposals from qualified firms (each, a “Respondent”) interested in providing one or more of the legal services set forth below in support of the Treasurer’s investment, financial management, and other responsibilities. Specifically, the Treasurer invites proposals for the following legal services (each, a “Legal Counsel Service”):

- A. Securities Monitoring and Litigation Counsel, including:
 - U.S. Class Action Monitoring and Litigation Counsel
 - Non-U.S. Litigation Monitoring and Litigation Counsel
- B. Investment Services Counsel
- C. Corporate Governance Counsel
- D. Fiduciary and Ethics Counsel
- E. Tax Counsel
- F. Bankruptcy Counsel
- G. Compliance Counsel
- H. Insurance Counsel
- I. Non-Securities Class Action Counsel

As more fully described herein, Respondents interested in providing one or more of these Legal Counsel Services may submit proposals relating to one or any combination of the specific services to be considered through this RFP process. The State expects to contract with Respondents as Legal Counsel for five-year terms. The selected Respondents must enter into a professional services agreement with the Treasurer and Office of the Attorney General in accordance with the State’s contracting practices, substantially in the form of Appendix B hereto.

All responses must be submitted by 5:00 p.m. on **February 20, 2026**, Eastern Standard Time via email to: legal.rfp@ct.gov. Proposals should be addressed in accordance with the instructions under Section IV.B below.

Section II: Scope of Services

A. Securities Monitoring and Litigation Counsel (Please note, respondents may apply for both Section II.A.1 (U.S. Class Actions) and Section II.A.2 (Non-U.S. Litigation), or either one.

1. U.S. Class Action Monitoring and Litigation Counsel

U.S. Class Action Monitoring and Litigation Counsel shall monitor potential and pending class action securities litigation (including those actions involving securities purchased on foreign stock exchanges) in connection with Connecticut's transactions and holdings during the relevant time periods and identify potential cases by presenting summaries of cases for consideration to the Treasurer and the Attorney General and shall research, provide legal analysis of the merits of claims the Treasurer may wish to pursue, and suggest appropriate legal action for Connecticut (*e.g.*, opt-out, seek lead plaintiff status, derivative or intervene for a limited purpose). Counsel shall also provide an estimate of Connecticut's damages based on an appropriate methodology, such as LIFO and FIFO. Counsel should be able to fund the prosecution of any action on a contingency fee basis. Should an action be pursued by Connecticut, Counsel shall provide regular updates with respect to any litigation and work closely with the Office of the Treasurer and the Office of the Attorney General to coordinate litigation strategy. Class Action Litigation Counsel shall assist the Treasurer by negotiating, mediating or litigating matters in dispute.

Counsel also shall monitor and identify settled securities litigation for which Connecticut might be an eligible class member to ensure full recovery. Counsel shall schedule periodic meetings and conference calls to discuss case developments and strategies for the prosecution of any ongoing litigation.

Non-Securities Class Action. Counsel may, at the Treasurer's or Attorney General's discretion, be asked to provide legal representation, research, analysis and advice on non-securities class action legal issues or litigation.

2. Non-U.S. Securities Monitoring and Litigation Counsel

Non-U.S. Securities Monitoring and Litigation Counsel shall monitor potential and pending litigation involving securities purchased on foreign stock exchanges in connection with Connecticut's transactions and holdings during the relevant time periods and identify potential cases by presenting summaries of cases for consideration to the Treasurer and the Attorney General. Counsel shall research, provide legal analysis of the merits of claims the Treasurer may wish to pursue, and suggest appropriate legal action for Connecticut (*e.g.*, opt-in, pursue registration of claims). Counsel shall also provide an estimate of Connecticut's damages based on an appropriate methodology that is consistent with the foreign jurisdiction's method to calculate damages or be willing to work with business partners who are familiar with the foreign jurisdiction for purposes of providing Connecticut an estimate of damages. Should an action be pursued by Connecticut, Counsel shall furnish the Treasurer regular updates with respect to any litigation and work closely with the

Treasurer and the Office of the Attorney General to coordinate litigation strategy. Counsel shall assist the Treasurer by negotiating, mediating or litigating matters in dispute. Counsel shall also assist in securing funding for actions pursued by Connecticut where contingency fee legal representation is not available. For any given case, Counsel shall be prepared to disclose the source(s) of the funding. Counsel shall schedule periodic meetings and conference calls to discuss case developments and strategies for the prosecution of any ongoing litigation.

Nothing shall prohibit the Treasurer from engaging separate class and group action monitoring services from other vendors separate and apart from legal services.

B. Investment Services Counsel

Investment Services Counsel shall, on an as-needed basis, provide legal services including, but not limited to, the following:

1. Review and assist with negotiating private investments, including but not limited to, agreements relating to private equity, private credit, real estate, infrastructure, natural resources, hedge funds and other alternative investment strategies. The work will include the review of transactional documents, which can include, limited partnership agreements, private placement memoranda; preparation of side letters and preparation of subscription documents and threshold issue matrix or memorandum.
2. Review amendments and consents to existing agreements and preparation of recommendations for most favored nation elections.
3. Review co-investment and secondaries legal documents.
4. Advise on the legal structure of investment funds, including but not limited to, fund-of-funds, limited liability companies and limited partnerships.
5. Drafting agreements relating to fund-of-funds, investment management agreements, securities lending, and custodial banking agreements.
6. Advise and draft agreements and amendments relating to the State's cash transactions and banking relationships.
7. Drafting, reviewing or preparing comment to legislation or administrative rulemaking directly or indirectly related to the investment of Connecticut assets.
8. On behalf of Connecticut, seeking any necessary opinions, review of no action letters from the SEC, letter rulings or other documentation from the IRS or other federal or state regulatory bodies.
9. Draft and negotiate agreements for public market investments, including but not limited to, International Swaps and Derivative Association master agreements, collateral annexes, futures, forwards and repurchase agreements.
10. Provide formal legal opinions on investment documents.
11. Provide legal counsel as requested for investment-related matters, including any disputes that might arise from Connecticut's investments.
12. Provide legal advice on federal, state and international tax matters related to Connecticut's investments.
13. Prepare research, conduct analysis and provide advice on specific investment issues.

C. Corporate Governance Counsel

Corporate Governance Counsel shall assist the Treasurer, and the Office of the Treasurer's General Counsel and staff in connection with a variety of corporate governance matters. Counsel shall provide legal research, analysis and advice with respect to corporate and securities law connected to the Treasurer's corporate governance initiatives. Services shall include, among other matters, review of and advice regarding shareholder resolutions, review and analysis of corporate bylaws and charters, preparing responses to Securities and Exchange Commission ("SEC") no-action filings adverse to Connecticut and its investments, providing opinions of counsel with respect to state and federal law, and providing advice to the Treasurer, General Counsel, and staff with respect to the interpretation of the rules of the SEC, the New York, American and other Stock Exchanges.

Corporate Governance Counsel may also be asked to provide litigation services as necessary to enforce the Treasurer's corporate governance initiatives. Counsel shall provide summaries of cases for consideration by the Treasurer and the Attorney General and shall research and provide legal analysis of the merits of claims Connecticut may wish to pursue. Counsel shall furnish regular updates with respect to any litigation, work closely with the Office and the Office of the Attorney General to coordinate litigation strategy.

D. Fiduciary and Ethics Counsel

Fiduciary and Ethics Counsel shall provide advice and counsel to the Treasurer with respect to fiduciary and ethical duties in connection with a wide range of matters, including advising the Office on fiduciary responsibility, ethical duties, governance, compliance issues and related organizational mandates, and assisting with developing and implementing ethics and fiduciary training programs. As needed, Counsel will furnish the Treasurer, and as necessary, the Investment Advisory Council, with research and analysis and legal opinions with respect to the fiduciary and ethical duties and matters having an impact upon such duties. Further, Fiduciary and Ethics Counsel shall provide the Treasurer with timely notice of significant changes in fiduciary and ethics law, including changes in best practices with respect to policies and procedures.

Counsel shall review and offer advice in this area concerning new and proposed initiatives of the Office of the Treasurer.

E. Tax Counsel

Tax Counsel shall assist the Office by conducting an analysis and review of the State's investment activities and provide advice and counsel to the Treasurer with respect to avoidance of foreign and domestic taxation of income/gain, especially related to the State's private investments and Unrelated Business Taxable Income ("UBTI"). Tax Counsel shall also provide the Treasurer with timely notice and analysis of significant changes in the law and provide tax opinions on various issues, as needed.

Additionally, Tax Counsel shall advise and assist the Treasurer with respect to all legal aspects related to repatriation of foreign tax withholdings, including engaging third-party tax agents to repatriate taxes paid in foreign jurisdictions, negotiating and sub-contracting for this service, as requested. Tax Counsel may be requested to respond to requests for information from the IRS and other federal agencies or tax authorities.

Tax Counsel may, at the Treasurer's discretion, also be asked to provide legal research, analysis and advice on other tax issues as needed.

F. Bankruptcy Counsel

Bankruptcy Counsel shall provide advice and counsel to assist the Treasurer with respect to financially troubled investments and the State's interests in bankruptcy matters, including: (1) assisting with workouts and in the recovery of assets from bankruptcies; (2) assisting with research, tools, database(s), instruction and analysis concerning a mechanism for analyzing bankruptcy communications received by the Treasurer; (3) legal research, analysis and representation regarding the matters affecting the Second Injury Fund, management of unclaimed property, and other issues related to the duties of the Treasurer; and (4) providing the Treasurer with timely notice and analysis of significant changes in the laws relating to bankruptcy matters.

G. Compliance Counsel

Compliance Counsel shall assist the Treasurer, and the Office's General Counsel and Compliance Officer with respect to the review and assessment of compliance requirements and the design and implementation of internal systems to ensure full compliance with applicable state, federal, local and contractual, statutory, and regulatory obligations. Counsel will provide the Treasurer with timely notice and analysis of significant changes in the law.

H. Insurance Counsel

Insurance Counsel shall assist the Treasurer in 1) reviewing and evaluating the adequacy of insurance policy language and coverage to be obtained and maintained by entities in which the State's Combined Investment Fund or the Short-Term Investment Fund may invest or has been invested, or with which the Office is contracting, and 2) providing legal research, analysis, and advice in other matters arising from the operations and responsibilities of the Office of the Treasurer. Counsel shall make written recommendations with respect to improvements in such language and coverage based on applicable law and the best interests of the State and may be required to assist the Treasurer in negotiating such improvements in language and coverage. Additionally, Insurance Counsel shall assist the Treasurer as necessary in evaluating how best to minimize loss in the case of an event adversely impacting the value of an investment or asset. Where appropriate, Counsel shall assist the Treasurer in negotiating, mediating or litigating matters in seeking to recover applicable insurance proceeds. Counsel shall provide the Treasurer with timely notice and analysis of significant changes in the law during its appointment.

I. Non-Securities Class Action Counsel

Non-Securities Class Action Counsel shall assist the Treasurer in connection with class actions where the State or the Office of the Treasurer may have a claim or otherwise be involved in a class action, including negotiating, arbitrating, mediating or litigating matters in state and federal courts.

Non-Securities Class Action Counsel shall have expertise in class action litigation. Counsel shall research and provided legal analysis of the merits of claims the State may wish to

pursue, including without limitation non-securities class actions. Should the State pursue a claim or action, Counsel shall furnish the Treasurer with regular updates with respect to any litigation and work closely with the Office of the Treasurer and the Office of the Attorney General to coordinate litigation strategy and provide such other assistance as requested by the Treasurer or the Attorney General.

J. Additional scope applicable to each Legal Counsel Service listed above:

- (a) Prepare, write, and provide to the Treasurer and the Attorney General, or their respective designees, all documents and instruments, in electronic, magnetic, paper and any other form, which are necessary or appropriate to carry out said Legal Counsel Services.
- (b) Negotiate and/or engage in mediation, with the approval of the Treasurer and the Attorney General, with any and/or all parties necessary to carry out said Legal Counsel Services.
- (c) 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 Legal Counsel Services in consultation with the Treasurer and the Attorney General, or their respective designees.
- (d) Hire and consult with expert witnesses, consultants, mediators, and investigators as may be reasonably and necessarily required for said Legal Counsel Services and as approved by the Treasurer and the Attorney General subject to the following requirements and limitations:
 - (i) Terms of subcontracts over five thousand dollars (\$5,000.00) must be approved in writing and in advance by the Treasurer or the Attorney General. In requesting approval, the Counsel 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.
 - (ii) Subcontracts or agreements must include terms which are substantially similar to the billing terms in the Compensation and Reimbursement Section of Counsel's Agreement with the State.
 - (iii) Counsel's bills for subcontracted work must include full detailed itemizations of all fees and expenses for the subcontracted work, with appropriate supporting documentation.
- (e) Provide all necessary paralegal and clerical support to carry out said Legal Counsel Services.
- (f) Perform all tasks for said Legal Counsel Services in coordination with the Treasurer and the Attorney General.

Section III: Contract Term

The State expects to award contracts with five-year terms.

Section IV: RFP Procedures

A. RFP Timeline. The following timeline, including the Deadline for Submitting Proposals, shall be at the discretion of the Office of the Treasurer. Dates after the Deadline for Submitting Proposals are target dates only.

| | |
|-------------------------------------|--|
| <i>January 5, 2026</i> | RFP Release |
| <i>January 23, 2026 – 5 PM EST</i> | Deadline for Questions |
| <i>February 6, 2026</i> | Deadline for Responses to Questions |
| <i>February 20, 2026 – 5 PM EST</i> | Deadline for Submitting Proposals |
| <i>Months of March/April, 2026</i> | Meetings/Interviews (see Section IV.C.5) |

B. RFP Proposals. Proposals must be received by **5:00 PM EST on February 20, 2026** via email with attachments and subject line “Legal Counsel Services-RFP 2026” to legal.rfp@ct.gov. The Proposal cover letter should be addressed to:

Doug Dalena, General Counsel
Office of the State Treasurer
165 Capitol Avenue
Hartford, CT 06106

At its sole discretion, the State may extend the deadline if determined appropriate or necessary.

C. RFP Communications

- Communications and Official Agency Contact.** The Official Agency Contact is Kimberly Walton, Executive Assistant, Office of the General Counsel. From the date the Treasurer issues this RFP until the date that it awards the contract(s), interested parties should not contact any employee of the State of Connecticut for additional information concerning this RFP except in writing directed only to the Official Agency Contact via email at legal.rfp@ct.gov.
- Any violation of the above prohibition by such Respondent, its representatives or agents may result in disqualification.
- RFP Questions.** Respondents may submit written questions about the RFP to the Official Agency Contact until 5 P.M. EST on January 23, 2026 via e-mail to: legal.rfp@ct.gov. **Questions will not be accepted over the telephone.**

Anonymous questions will not be answered. The Office reserves the right to provide a combined answer to similar questions and to decline to answer any question. The agency will answer questions only in the form of one or more

addenda to this RFP posted on the agency's website at <https://portal.ct.gov/OTT>, not later than February 6, 2026. Respondents have the responsibility to review that location for any addenda to this RFP.

4. **Respondent's Representatives.** Respondents must designate an authorized representative and one alternate, and shall provide the name, title, address, telephone, and e-mail address for each representative.
5. **Meetings with Respondents.** At its sole discretion, the Office of the Treasurer may convene meetings or interviews with none, some, or all Respondents to gain a fuller understanding of the proposals. The meetings, if any, will be with Respondents best meeting the evaluation criteria factors (see in **Section VII** below) and may also depend on the total number of proposals received. These meetings may be held in person, using electronic means or via conference call, and may involve interviews, presentations, or site visits. If the Office decides such meetings are warranted, the Office will contact Respondents to schedule an appointment. Any such meetings are tentatively scheduled to be held during the months of March and April 2026.

Section V: RFP Submission Requirements

- A. At a minimum, proposals must (a) be submitted by the deadline, (b) follow the Required Format and Content described below and (c) be complete. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.
- B. 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 with optical character recognition.
- C. The RFP requires submission by email, with attachments, addressed as set forth in **Section IV.B** above. Emails must be less than 30MB.
- D. Proposals must: (a) be prepared in electronic form on 8.5 x 11 inch paper using at least 12 point font size; (b) have margins of not less than 1 inch on the top, bottom, and sides of all pages; (c) display the Respondent's name on the header of each page; and (d) display page numbers at the bottom of each page. Any scanned materials should include optical character recognition so they are searchable.
- E. **Respondents must create an account in the Connecticut Department of Administrative Services ("DAS") Business Network ("CT Source") system and complete all required forms.** Any Respondent that does not complete all required forms may be disqualified. The portal for registering is accessible at <https://portal.ct.gov/DAS/CTSsource>. Organizations will have the ability to view, verify and update their information by logging in to their CTSource account prior to submitting responses to an RFP. 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 available at (860) 713-5095 or das.ctsource@ct.gov.

Section VI: Required Format and Content for RFP Submissions

All proposals must follow the required format and address all requirements listed in the prescribed order below, using the prescribed numbering system. ***Failure to follow the required format may result in the disqualification of a proposal.***

A. Cover Letter. Proposals must contain a cover letter signed by a person authorized to bind the Respondent to all commitments made in its proposal and include the following information:

1. Respondent Information
 - i. Name of Respondent
 - ii. Business Location
 - iii. Mailing Address

2. Respondent's Representatives

The Respondent must designate an authorized representative and one alternate who may speak and act on behalf of the Respondent in all dealings with the agency relating to this RFP. Provide the following information for each such individual:

- i. Name and title
- ii. Telephone Number
- iii. Email address

3. A statement that the Respondent has the capability and capacity to provide the services.
4. A statement that the Respondent has read and accepts the State's contract compliance requirements.
5. A statement affirming specifically all representations and warranties set forth in **Section IX.J** (Representations and Warranties Required in Proposals).
6. A statement that the Respondent has thoroughly reviewed the RFP and acknowledges and accepts all RFP conditions.
7. A statement that the Respondent has read and accepts the agency's Professional Services Agreement and conditions in their entirety and without amendment or has submitted proposed revisions for review by the State.

B. Fee Proposal. Proposals must include a fee proposal containing the following:

1. Respondent's proposed hourly fees for the legal services outlined in **Section II** based on level of professional employed (excluding clerical staff, whose time may not be billed). In doing so, please list the normal hourly rates and the rates you propose to charge the State for the full term of the contract, which is expected to be five years. 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.
2. A statement that the Respondent agrees that the billing rates identified above will be fixed for the full term of the contract.
3. A statement indicating whether the Respondent is willing to provide flat rates for specific projects. If the Respondent offers a flat fee rate for any of the services listed in **Section II**, please provide an average range of those rates.
4. Any alternative fee structures to hourly rates, if any, proposed by the Respondent.

C. Legal and Policy Attachments. Complete and include all Legal and Policy Attachments in accordance with the directions provided in **Appendix A** of this RFP. Instructions for accessing the Legal and Policy Attachments are included in **Appendix A**. Failure to submit the Legal and Policy Attachments may result in the Proposal not being reviewed.

D. Firm Questionnaire

1. **Mandatory General Information.** The following items must be included with each proposal. Responses to the items below shall be numbered in the same order as below, listing the question first (including number) followed by Respondent's answer. **Responses to this Subsection must not exceed 15 pages.**
 - a. Provide the Respondent's complete name and primary address.
 - b. Provide the name, title, address, telephone number and email address of a primary and an alternate contact person who is authorized to act for the Respondent for this RFP. Please provide the experience and background for these individuals.
 - c. Provide the resumes or a summary of the work experience with public sector clients, for each primary attorney or other professional that will be assigned to work on the State's account, and the scope of services each attorney or professional will provide to the State.
 - d. Provide information on the number and location of your offices.
 - e. Provide a brief history of your firm, including its main areas of practice.
 - f. Describe any significant changes in the organization of your firm within the last three years.
 - g. Provide a detailed description of the relevant areas of Respondent's practice, in light of the stated evaluation criteria detailed in **Section VII**

below, and the importance of those areas within the firm, and any special resources you provide your clients in these areas.

- h. Provide three client references for whom you have performed services reasonably comparable to those sought in your proposal. Please include, client entity's name and address, contact name, title, phone number and email address and a brief statement of services rendered.
- i. Provide evidence of the Respondent's financial stability. This information may be sent under confidential cover.
- j. Provide the liability coverage for Respondent's professional liability insurance and the limits of coverage with respect to cybersecurity insurance.
- k. Provide a detailed description of the firm's utilization of legal research subscription services, document management systems sufficient to provide seamless, responsive and efficient services to the State.
- l. Provide a detailed description of the firm's cybersecurity and anti-fraud and security measures to ensure the integrity of the firm's database, transfer and storage of electronic information, and protection from unauthorized access.
- m. Discuss any pending complaints or investigations, or any made or concluded within the last five years, to or by any regulatory body or court regarding the conduct of your firm or its predecessors, the firm's management, or any of the individuals assigned to work with the State in providing the Legal Counsel Services.
- n. 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.
- o. State whether the firm owns, 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 the Office of the Treasurer or has the potential to become a vendor and explain.
- p. Describe the Respondent's commitment to the principles of diversity, equity and inclusion that ensures equal opportunity in the workplace, including specific recruiting initiatives, retention and promotion efforts, and ongoing assessment of the Respondent's progress. Discuss the extent to which your workforce, at the attorney level, reflects the diversity of the community/region in which you are located, and efforts you have taken to address potential barriers to equal opportunity in your workforce that may impact representation. In addition, discuss your commitment to upholding and defending these principles from attack, including through litigation or other legal action as necessary.

- q. If you find any term or provision of the proposed draft contract in **Appendix B** unacceptable, identify the term, explain why it is unacceptable, provide a proposed revision, and state whether failure to modify this term would result in your firm's failure to execute a contract.
2. **Optional Legal Services Specific Information.** Respondents have the option of providing the information requested under any of the Parts of this Subsection D. Responses to the items below shall be numbered in the same order as below, listing the question first (including the Part and number) followed by Respondent's answer. **Responses to any individual Part below must not exceed 5 pages.**

Part A: Securities Monitoring and Litigation Counsel

- (a) Describe your understanding of Connecticut constitutional and statutory law relating to its investment program.
- (b) Describe your firm's expertise with asset recovery, including negotiation, mediation, or litigation. Provide such information as it pertains to general litigation and as to class action litigation.
- (c) Provide a representative case listing of matters in which your firm was involved in the past five years. Describe no more than five recent cases on which your firm served as asset recovery counsel. For each case, include the name of the client, amount in dispute or lost, amount recovered and time frame of process.
- (d) Describe your firm's technological capabilities for purposes of interaction with CRPTF's custodian to monitor or evaluate transactional and holdings data.
- (e) Describe your firm's credentials as a litigation funder or ability to work with a litigation funder. As a litigation funder, discuss your strategy for offering clients the best pricing for litigation funding and your role as a fiduciary in any given case.

Part B: Investment Services Counsel

- (a) Describe your firm's experience as investment services counsel for governmental entities or institutional investors.
- (b) Provide a summary of the key strengths and qualifications of your firm to serve as Investment Services Counsel to the State of Connecticut.
- (c) Provide a representative transaction list for private equity, private credit, real assets investment, and/or other alternative investment transactions your firm handled in the past five (5) years. For each transaction, include the parties to the transaction, date and amount of investment, transaction structure, the role your firm played in the transaction and the lead lawyer(s) working on the transaction. The list should include a minimum of five (5) transactions.

- (d) Describe your firm's experience with reviewing co-investment and secondary transactions.
- (e) Describe your firm's experience with derivative transactions.
- (f) Describe your firm's experience with agreements relating to cash and banking transactions.
- (g) Discuss your firm's experience with assisting governmental investors on U.S. and international tax matters.
- (h) Describe your firm's experience assisting governmental investors in drafting policy documents or legislation.

Part C: Corporate Governance Counsel

- (a) Describe your firm's experience advising institutional investors with respect to corporate governance matters.
- (b) Describe your firm's experience responding to requests for SEC no-action letters filed by companies in opposition to shareholder resolutions.
- (c) Describe your firm's experience preparing shareholder resolutions.
- (d) Describe your firm's experience and success in obtaining corporate governance improvements.
- (e) Describe your firm's experience and success in litigation related to corporate governance matters.

Part D: Fiduciary and Ethics Counsel

- (a) Describe your firm's experience advising public pension fund trustees and fiduciaries with respect to fiduciary duties and ethics.
- (b) Describe your understanding of Connecticut constitutional, statutory, and common law regarding fiduciary responsibility with respect to the Connecticut Retirement Plans and Trust Funds.
- (c) Describe your experience assisting public pension funds and investment fiduciaries in drafting codes of ethics, developing fiduciary and ethics training, and training fiduciaries, government officers and employees on best practices for ensuring ethical conduct.
- (d) Describe Respondent's experience providing ethics opinions, investigating and evaluating ethics complaints for public pension funds and governmental agencies.

Part E: Tax Counsel

- (a) Describe your firm's experience advising investors with respect to U.S. tax avoidance.
- (b) Describe your firm's experience advising investors with respect to global tax avoidance.
- (c) Describe your firm's experience advising tax-exempt clients.

- (d) Describe your firm's understanding of the applicability of UBTI to governmental investors.
- (e) State whether your firm is able to contract with a third-party tax agent for purposes of repatriation of taxes paid in foreign jurisdictions.

Part F: Bankruptcy Counsel

- (a) Describe your firm's process for managing and monitoring client interests in multiple bankruptcy matters.
- (b) Describe your firm's experience with respect to winding down troubled investments.
- (c) Describe your firm's experience recovering investor assets in bankruptcies.

Part G: Compliance Counsel

- (a) Describe your firm's experience in advising clients with respect to design, development, and implementation of comprehensive compliance programs.
- (b) Describe your firm's experience advising clients with respect administrative law compliance.
- (c) Describe your firm's experience with drafting legislation.

Part H: Insurance Counsel

- (a) Describe your firm's experience consulting on the adequacy of insurance policy language and coverage maintained by entities in which a client invests.
- (b) Describe your firm's experience assisting governmental investors in negotiating improvements to insurance policy language and coverage.
- (c) Describe your firm's experience in recovering insurance proceeds on behalf of governmental investors.

Part I: Non-Securities Class Action Counsel

- (a) Describe your firm's expertise with non-securities class action litigation, including matters involving comparable public agencies such as treasuries or similar financial agencies.
- (b) Provide a representative case listing of matters in which your firm was involved in the past five years. For each case, include the name of the client, amount in dispute or lost, amount recovered and time frame of process.

Section VII: Evaluation Criteria

Each Respondent will be evaluated based on their written responses to this RFP, additional written information that may be requested by this Office, and possibly, client references and interviews. The goal of the evaluation will be to select (i) at least three (3) separate firms in each of the Securities Monitoring and Litigation Counsel and Investment Counsel scopes and (ii) up to three

(3) separate firms in each of the other scopes, based on the best combination of the factors listed below:

A. Respondent:

1. The Respondent's quality and depth of experience in the proposed scope(s), including serving as counsel to the State of Connecticut, other public agencies or other institutional investors, as demonstrated by representative transactions or matters.
2. Qualifications and experience of the Respondent's primary professionals who will staff the proposed scope(s) of services to the State, and their availability to provide such services.
3. Breadth and depth of experience of other available partners, associates and other professionals, and the firm's resources, organization and approach to accept an unpredictable flow of assignments in the proposed scope(s), and to adequately staff and promptly and vigorously complete them in a timely manner to conclusion.
4. Demonstrated ability to work closely and cooperatively with clients in meetings and negotiation sessions.
5. Results of reference checking.
6. Record of compliance with all applicable ethical rules and rules of professional conduct and with all State and federal laws and policies.
7. The firm's financial resources and commitment to carry out the proposed scope(s) to a successful completion, including any litigation which may result, and all associated fees, costs and expenses.
8. Demonstrated successful utilization of legal research subscription services, document management systems, cybersecurity technology and best practices, and other information technology services sufficient to provide seamless, secure, responsive and efficient services to the State.
9. The Respondent's demonstrated familiarity and experience with Connecticut laws and regulations. A Connecticut presence is considered, but not required.
10. A commitment to the principles of diversity, equity and inclusion that ensures equal opportunity in the workplace, including specific recruiting initiatives, retention and promotion efforts, and ongoing assessment of the Respondent's progress.
11. Absence of significant conflicts of interest. A Respondent will not be considered to have an irreconcilable conflict of interest because the firm or attorneys associated with the Respondent has in the past brought or is currently bringing litigation against the State, whether in court, mediation or arbitration, so long as that litigation does not concern the Respondent's involvement in matters related to and adverse to the State related to any of the described services in this RFP. However, all potential conflicts of interest must be fully described and discussed in the proposal.

B. Cost:

1. Reasonableness of proposed rates and methods of compensation, including the ability to provide the services requested in this RFP under alternative pricing structures (e.g.,

fixed pricing per project). 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.

2. Fees and compensation will be an important factor in the evaluation process. The Treasurer, however, is not required to select the lowest-cost respondent.
3. The State reserves the right to negotiate the final contract terms, including pricing, with any Respondent.

Section VIII: Contract Compliance

A. Nondiscrimination. Pursuant to Conn. Gen. Stat. §§ 4a-60(c)(1), as amended, every contract to which an awarding agency is a party shall include a nondiscrimination affirmation provision certifying that the contractor understands the obligations of Conn. Gen. Stat. §§ 4a-60, as amended, 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.

B. Gifts. 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 VIII.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 VIII.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 VIII.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. **Consultants.** 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, Respondents are notified as follows:

- 1. No state agency may 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 VIII.C.**
- 2. Each contract described in subsection 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 VIII.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. Campaign Contribution Restrictions. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more in a calendar year, the authorized signatory to this Agreement shall represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions (a copy of which is provided via the link in **Appendix A**), and will inform its principals of the contents of the notice.

Section IX: RFP Conditions

A. Confidential Information

Respondents are advised that the Office of the Treasurer is a constitutional Office of the State of Connecticut and its records, including responses to this RFP, are public record.

All responses to this RFP shall become the sole property of the State and will be kept confidential until such time as a contract is executed or negotiations for the award of such contract have ended. Thereafter, submissions are subject to public inspection and disclosure under the State of Connecticut Freedom of Information Act, Connecticut General Statutes Sections 1-200 *et seq.*, as may be amended from time to time ("FOIA").

If a Respondent in good faith believes that any portion of its submission is exempt from public disclosure under FOIA, then, in order to maintain confidentiality, such Respondent (a) should include an explanation containing the precise statutory basis for such exemption from disclosure under FOIA and (b) clearly mark the material claimed to be exempt as "Confidential." The Treasurer will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for any inadvertent or intentional disclosure of such information, materials, or data. Submissions marked as "Confidential" in their entirety will not be honored as such, and the Treasurer will not deny public disclosure of all or any part of such submissions so marked. Only information marked "Confidential" that is accompanied with a precise statutory basis for such exemption under FOIA shall be safeguarded.

By submitting information with portions marked as "Confidential," the Respondent (a) represents that it has a good faith reasonable belief that such information is exempt from disclosure under FOIA pursuant to the precise statutory basis for such exemption, and (b) agrees to reimburse the Treasurer for, and to indemnify, defend and hold harmless the Treasurer, its officers, fiduciaries, employees and agents from and against, any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses

including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever arising from or relating to the Treasurer's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

- B. Equal Opportunity Employer.** The State of Connecticut is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities. The firm(s) to which contracts are awarded shall comply with the Americans with Disabilities Act and any other applicable federal laws and regulations.
- C.** Any product developed under a contract awarded as a result of the RFP, whether acceptable or unacceptable, will become the sole property of the State.
- D.** All responses to the RFP must conform to instruction. Failure to comply with any requirements of this RFP may be considered appropriate cause for rejection of the response.
- E.** Timing and sequence of events resulting from this RFP will ultimately be determined by the Office of the Treasurer. The Office of the Treasurer may amend or cancel this RFP at any time, if the agency deems it to be necessary, appropriate, or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in the Respondent's proposal not being considered.
- F.** The Respondent agrees that the proposal will remain valid for a period of 180 days after the deadline for submission and may be extended beyond that time by mutual agreement. By submitting its proposal, the Respondent warrants that all information provided in response to this RFP is accurate and complete as of the date of submission. The Respondent has an ongoing obligation during the pendency of this RFP to inform the Office of the Treasurer if any information previously provided is no longer true or complete, and to provide updated information. Failure to do so is grounds for disqualification.
- G.** Any costs and expenses incurred by the Respondents in preparing or submitting proposals, including travel expenses incurred to attend the Respondents' meetings or interviews are the sole responsibility of the Respondent.
- H.** No additions or changes to the original proposal will be allowed after submission unless the Office of the Treasurer specifically requests such modification. While changes are not permitted, clarification of proposals may be required by the Office of the Treasurer at the Respondent's sole cost and expense.
- I.** The Treasurer reserves the right to award in part or to reject any and all proposals in whole or in part for misrepresentation, or if a Respondent is in default of any prior State contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The Office of the Treasurer also reserves the right to waive technical defects, irregularities, and omissions if, in its judgment, the best interest of the State will be served.

J. Representation and Warranties required in Proposals:

- 1. In any proposal, the Respondent must represent and warrant that the proposal is not made in connection with any other respondent and is in all respects fair and without

collusion or fraud. The Respondent shall further represent and warrant that the Respondent did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of Office of the Treasurer participated directly in the Respondent's proposal preparation.

2. In any proposal, the Respondent must represent and warrant 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.

3. In any proposal, the Respondent must represent and warrant 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 Office of the Treasurer or the Office of the Attorney General if it is determined that gratuities of any kind were either offered to, or received by, any 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 Office of the Treasurer or the Office of the Attorney General shall not constitute a breach of contract on the part of such office.

K. This RFP is not a contract and, alone, shall not be interpreted as such. Any alleged oral agreement or arrangement made by a firm with any State agency or employee will be disregarded in any State proposal evaluation or associated award. Once the evaluation of the proposals is complete and a firm or firms are selected, the selected proposal(s) and this RFP may then serve as the basis for the contract(s) that will be negotiated and executed between the Office of the Treasurer and the selected firm(s). If the Office and the initial selected firm(s) fail to reach agreement on all issues relative to the contract within a time determined solely by the Treasurer, then the Office may commence and conclude contract negotiations with other proposers.

L. Any contract resulting from this RFP, 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 Office of the Treasurer. 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 Office of the Treasurer.

M. 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.

- N.** The Treasurer reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a respondent and subsequently awarding the contract to another respondent. Such action on the part of the Office of the Treasurer shall not constitute a breach of contract on the part of the agency since the contract with the initial respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the Office of the Treasurer and the Respondent.
- O.** Prior to its engagement by the Office of the Treasurer, the successful Respondent(s) shall furnish the Office of the Treasurer with (a) a current and valid Letter of Good Standing issued by the State of Connecticut Department of Revenue Services, pursuant to Connecticut General Statutes 12-2 and (b) evidence of malpractice coverage at levels acceptable to the Treasurer and the Office of the Attorney General. The failure of the successful Respondent(s) to timely provide both requirements prior to engagement may result in the removal and replacement of the successful Respondent(s).

P. Executive Orders and Other Enactments

- 1. 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 firm will not be relieved of its obligation to perform under the contract if it chooses to contest the applicability of the Enactments or the Treasurer's authority to require compliance with the Enactments.
- 2. 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.
- 3. 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.

Appendix A

Legal and Policy Attachments

In accordance with Connecticut Law and Office of the Treasurer policies, vendors of the Office are required to provide various reports, affidavits and other documents indicating compliance with such laws and policies. The required forms may be found on the Compliance Reporting link:

Compliance Reporting link: <https://portal.ct.gov/OTT/Doing-Business/Compliance-Reporting>

| | |
|-----------------------------------|--|
| Attachment 1A | CHRO Contract Compliance Report Parts I, II, III and V |
| Attachment 1B (Law Firms Only) | CHRO Contract Compliance Report Part IV (EIR - Employer Information Report |
| Attachment 2 | Diversity, Equity and Inclusion and Connecticut Nexus Questionnaire |
| Attachment 3 | Third-Party Fees Affidavit |
| Attachment 4A | Conflict of Interest Certification |
| Attachment 5 | Legal Proceedings and Organization Certification |
| Attachment 6 | Campaign Contribution Affidavit |

Appendix B
Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE STATE OF CONNECTICUT,
ACTING BY ITS ATTORNEY GENERAL AND ITS TREASURER,
AND
[FIRM]**

This Professional Services Agreement (hereinafter, "Agreement") is made by and between the STATE OF CONNECTICUT, acting by its ATTORNEY GENERAL (hereinafter, the "ATTORNEY GENERAL"), William Tong, duly authorized pursuant to Section 3-125 of the Connecticut General Statutes, and its TREASURER (hereinafter, the "TREASURER"), Erick Russell, duly authorized pursuant to Section 3-11a of the Connecticut General Statutes, both with an office at 165 Capitol Avenue, Hartford, CT 06106, and [FIRM NAME], with its principal place of business at [ADDRESS] (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: SCOPE OF SERVICES

1.1 The CONTRACTOR shall provide certain legal services for the TREASURER as described below (collectively referred to as "Services"). The Services to be performed by CONTRACTOR may consist of one or more of the following tasks:

- (a) Representation and legal counsel to the TREASURER: **[SCOPE OF SERVICES – as applicable, all services are contained in the RFP]**
- (b) Prepare, write, and provide to the TREASURER and the ATTORNEY GENERAL, or their respective designees, all documents and instruments, in electronic, magnetic, paper and any other form, which are necessary or appropriate to carry out said Services.
- (c) Negotiate and/or engage in mediation, with the approval of the TREASURER and ATTORNEY GENERAL, and/or their designees, with any and/or all parties. No settlement discussion may be conducted, settlement offer proposed, or settlement entered into without the approval of the TREASURER and the ATTORNEY GENERAL or their respective designees. The TREASURER or the ATTORNEY GENERAL and/or their staff may participate in any settlement negotiation or mediation.
- (d) 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 TREASURER and the ATTORNEY GENERAL and/or their respective designees, including any appeals.
- (e) 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 TREASURER or the ATTORNEY

GENERAL or their respective designees, 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 TREASURER or the ATTORNEY GENERAL or their respective designees. 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.

(f) Provide all necessary expert, technical, paralegal, clerical, document retrieval and analysis and other litigation and legal services support to carry out the Services.

(g) Provide staff, equipment, and expertise to minimize the administrative burdens imposed on the Office of the Treasurer, the Office of the Attorney General, and other State agencies, employees, and officials.

(h) Perform all tasks for said Services under this Agreement in coordination with the TREASURER and the ATTORNEY GENERAL or their respective designees.

SECTION 2: AGREEMENT ADMINISTRATION

2.1 The person in charge of administering this Agreement on behalf of the ATTORNEY GENERAL is **[AAG NAME, TITLE]**, and **his/her** successors in office, whose contact information is as follows:

Office of the Attorney General
165 Capitol Avenue
Hartford, CT 06106
Telephone: (860) 808-**_____**
Email: **_____**

2.2 The person in charge of administering this Agreement on behalf of the TREASURER is Doug Dalena, General Counsel and any successor in office, whose contact information is as follows:

Office of the Treasurer
165 Capital Avenue
Hartford, CT 06106
Telephone: (860) 702-3000
Email: Doug.Dalena@ct.gov

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 TREASURER or the ATTORNEY GENERAL, or their respective designees.

2.5 Within seven (7) days after receiving a request by the TREASURER or the ATTORNEY GENERAL, the CONTRACTOR shall remove from assignment to this Agreement any specified professional or other staff member and, at the TREASURER's or ATTORNEY GENERAL'S request, shall augment the remaining staff with such other staff member(s) as is acceptable to the TREASURER or ATTORNEY GENERAL.

SECTION 3: COMPENSATION AND REIMBURSEMENT

3.1 (a) The TREASURER and ATTORNEY GENERAL agree 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 the TREASURER that an alternative fee arrangement ("AFA") for specified Services will be more advantageous to the TREASURER than use of the hourly rates in this Agreement, the TREASURER and the CONTRACTOR may agree to such AFA for a specified Service, provided that no such

AFA may be agreed to between the TREASURER 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 and the TREASURER 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 and the TREASURER. 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 the TREASURER, 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, the TREASURER or their respective designees 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, with an electronic copy to the Office of the Treasurer, General Counsel, to Doug.Dalena@ct.gov.**
- 3.5. For all Services, the TREASURER will fund the compensation of CONTRACTOR.
- 3.6 The **TREASURER** 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 TREASURER 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 the TREASURER.

- 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 or the TREASURER. 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 the TREASURER on or before the third business day following the date of his written request. The ATTORNEY GENERAL and the TREASURER 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 the TREASURER concerning the administration of this Agreement and/or issues relating to billing. Unless otherwise authorized by the TREASURER, 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 the TREASURER shall make the final determination, in their sole discretion, as to the adequacy of such description.
- 3.9 Absent the consent of the ATTORNEY GENERAL or the TREASURER, 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 or the TREASURER, 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 and the TREASURER shall approve for payment all undisputed fees and costs, as soon as the documentation can properly be processed in accordance with usual State practice.
- 3.12 Maximum payments under this Agreement shall not exceed [WRITTEN AMOUNT] dollars (\$0.00).
- 3.13 The ATTORNEY GENERAL and the TREASURER 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 or the TREASURER, 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 or the TREASURER.

- 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 the TREASURER without the prior written approval of the TREASURER and/or the ATTORNEY GENERAL.
- 3.15 CONTRACTOR shall notify the ATTORNEY GENERAL and the TREASURER 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 the TREASURER. 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 or the TREASURER, through a duly authorized employee, may terminate the Agreement whenever the ATTORNEY GENERAL or the TREASURER makes a written determination that such termination is in the best interests of the State of Connecticut. The ATTORNEY GENERAL or the TREASURER 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 or the TREASURER, 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 or the TREASURER 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 or the TREASURER for purposes of correspondence, or by hand delivery. Upon receiving the notice from the ATTORNEY GENERAL or the TREASURER, 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 and the TREASURER all Records. The Records are deemed to

be the property of the State and CONTRACTOR shall deliver them to the ATTORNEY GENERAL and the TREASURER 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 or the TREASURER 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 or the TREASURER, CONTRACTOR shall cease operations as the ATTORNEY GENERAL or the TREASURER directs in the notice, and take all actions that are necessary or appropriate, or that the ATTORNEY GENERAL or the TREASURER may reasonably direct, for the protection, and preservation of any goods and any other property. Except for any work which ATTORNEY GENERAL or the TREASURER 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 or the TREASURER shall, within forty-five (45) days of the effective date of termination, reimburse CONTRACTOR for its performance rendered and accepted by the ATTORNEY GENERAL or the TREASURER 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 and the TREASURER are not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the ATTORNEY GENERAL or the TREASURER, CONTRACTOR shall assign to the ATTORNEY GENERAL or the TREASURER, or any replacement contractor which the ATTORNEY GENERAL or the TREASURER designates, all subcontracts, purchase orders and other commitments, and deliver to the ATTORNEY GENERAL or the TREASURER 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 or the TREASURER 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 or the TREASURER.
- 4.9 The CONTRACTOR, on sixty (60) days' prior written notice to the ATTORNEY GENERAL and the TREASURER, 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 the TREASURER.
- 5.2 This Agreement will run from its effective date of [DATE] until the tasks defined and confirmed as set forth in Section 1.1 of this Agreement are performed or completed to the satisfaction of the ATTORNEY GENERAL and the TREASURER, or, unless sooner terminated in accordance with the Termination section of this Agreement, five (5) years, with no option to extend beyond the five (5) years.

SECTION 6: SETOFF

- 6.1 In addition to all other remedies that the ATTORNEY GENERAL and the TREASURER may have, the ATTORNEY GENERAL or the TREASURER, 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 State's right of setoff shall not be deemed to be the State's exclusive remedy for the CONTRACTOR'S breach of the Agreement, all of which shall survive any setoffs by the State.

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 or the TREASURER may, in their sole discretion, without more and without any action whatsoever required of the ATTORNEY GENERAL or the TREASURER, 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 or the TREASURER. Accordingly, the ATTORNEY GENERAL or the TREASURER 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 or the TREASURER, 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, the TREASURER or the State of Connecticut, then the ATTORNEY GENERAL or the TREASURER may, in their sole discretion, without more and without any action whatsoever required of the ATTORNEY GENERAL or the TREASURER, treat any such event as a breach, default or failure to perform under the Agreement. Accordingly, the ATTORNEY GENERAL or the TREASURER 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, the TREASURER 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 and the TREASURER 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 and the TREASURER 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 the TREASURER 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 or the TREASURER holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the ATTORNEY GENERAL or the TREASURER, as applicable.
- (r) The CONTRACTOR has accurately completed, truthfully attested or sworn to and executed the compliance forms listed in and attached as exhibits to Appendix A, in compliance with applicable law, and that there have been no changes to such disclosures as of the date of this Agreement.

SECTION 9: STATUS REPORTS AND RECORDS

- 9.1 Upon written or oral request by the ATTORNEY GENERAL, the TREASURER 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, the TREASURER or their designee, shall give to the ATTORNEY GENERAL, the TREASURER or their designee all original documentation, or, in the sole discretion of the ATTORNEY GENERAL, the TREASURER 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 and the TREASURER 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 and the TREASURER, on a form or forms acceptable to the ATTORNEY GENERAL and the TREASURER, a Certificate of Insurance, including amendment(s), fully executed by an insurance company or companies satisfactory to the ATTORNEY GENERAL and the TREASURER 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 Contractor 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) third party Claims arising, directly or indirectly, in connection with the Contract; 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 or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. Contractor'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 Contractor's bid, proposal or any Records, any intellectual property rights that may be included in the deliverables or performance, other proprietary rights of any person or entity, copyrighted or uncopied compositions,

secret processes, patented or unpatented inventions, trade secrets, trademarks, articles or appliances furnished or used in the performance.

- 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 and the TREASURER prior to the effective date of the Agreement. CONTRACTOR shall not begin performance until the delivery of the policy to the ATTORNEY GENERAL and the TREASURER. The ATTORNEY GENERAL and the TREASURER shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the ATTORNEY GENERAL or the TREASURER 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, the TREASURER 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 or the TREASURER.

13.2 The personnel shall not be employees of or have any contractual relationship with the ATTORNEY GENERAL or the TREASURER.

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" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" 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" includes, but is not 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 (1) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (a) exercise operational authority over the daily affairs of the enterprise, (b) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (c) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (d) are members of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability, or (2) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (a) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (b) have the power to direct the management and policies of the enterprise, and (c) are member of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability; and
- x. "public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees where such funding equals one hundred fifty thousand dollars or more.

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

(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, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works 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; the timing and value of bids; 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 in every subcontract entered into in order to fulfill any obligation of a public works contract, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (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) Pursuant to subsection (c) of section 4a-60 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 section. 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 of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more in a calendar year, 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 or TREASURER 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, the TREASURER or their designee.
- 17.2 The ATTORNEY GENERAL and the TREASURER will afford due regard to any request of the CONTRACTOR for the protection of proprietary or confidential information which the ATTORNEY GENERAL or the TREASURER 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 and the TREASURER 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, the TREASURER or the State have any liability for the disclosure of any documents or information in its possession which the ATTORNEY GENERAL or the TREASURER 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, the TREASURER 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 and the TREASURER prior written approval.
- 18.8 The CONTRACTOR shall notify the ATTORNEY GENERAL or the TREASURER 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 or the TREASURER in accordance with the terms of the ATTORNEY GENERAL'S or the TREASURER's written request. The ATTORNEY GENERAL or the TREASURER 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, the TREASURER 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, the TREASURER or any other agency, person, or entity acting on behalf of the ATTORNEY GENERAL, the TREASURER 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, the TREASURER 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, the TREASURER or any State department or agency not already set forth in the Agreement, as amended, modified or superseded; or (iii) subject the ATTORNEY GENERAL, the TREASURER 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 or the TREASURER's determination shall be final and dispositive of the issue. Where the ATTORNEY GENERAL or the TREASURER 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, the TREASURER 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 or the TREASURER 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 or the TREASURER 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 and the TREASURER have relied upon all of the CONTRACTOR'S representations in its proposal, submitted in response to the TREASURER's Request for Proposals concerning this matter and all subsequent information supplied to the ATTORNEY GENERAL or the

TREASURER 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 or the TREASURER may, in their 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 TREASURER's request for proposals or the Agreement shall be construed as a modification, compromise or waiver by the ATTORNEY GENERAL or the TREASURER of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the ATTORNEY GENERAL the TREASURER 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 and the TREASURER access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Agreement and the ATTORNEY GENERAL or the TREASURER that are in the possession or control of CONTRACTOR upon demand and shall provide the data to the ATTORNEY GENERAL or the TREASURER in a format prescribed by the ATTORNEY GENERAL or the TREASURER 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

Date:

By: _____

Name:

Title:

STATE OF CONNECTICUT

Date

By: _____

William Tong

Attorney General

STATE OF CONNECTICUT

Date

By: _____

Erick Russell

Treasurer

Appendix A

State Treasurer Compliance Requirements

In accordance with Connecticut Law and Office of the Treasurer policies, vendors of the Office are required to provide various reports, affidavits and other documents indicating compliance with such laws and policies. The required forms may be found on the Compliance Reporting link:

Compliance Reporting link: <https://portal.ct.gov/OTT/Doing-Business/Compliance-Reporting>

| | |
|---------------|---|
| Attachment 1A | CHRO Contract Compliance Report Parts I, II, III and V |
| Attachment 1B | CHRO Contract Compliance Report Part IV (EIR - Employer Information Report (Law Firms Only) |
| Attachment 2 | Diversity, Equity and Inclusion and Connecticut Nexus Questionnaire |
| Attachment 3 | Third-Party Fees Affidavit |
| Attachment 4A | Conflict of Interest Certification |
| Attachment 5 | Legal Proceedings and Organization Certification |
| Attachment 6 | Campaign Contribution Affidavit |