State of Connecticut
Office of the Attorney General
Fifth Addendum to RFP #2013-04
(Consultant re Data Security and Data Privacy including Technical or Technological Issues and Computer Forensics and Investigations)
November 26, 2012

The Office of the Attorney General has received the following questions concerning RFP #2013-04. The questions, along with the responses of the Attorney General, are as follows:

1. Question: With regards to the OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary, BizNet indicates that this form should be used for contracts valued at over $500,000. Is this form still required for the RFP?

   Answer: Yes.

2. Question: May USB thumb drives replace the CD-ROM requirement for providing copies of the proposal?

   Answer: No.

State of Connecticut
Office of the Attorney General
Fourth Addendum to RFP No. #2013-04
(Consultant re Data Security and Data Privacy including Technical or Technological Issues and Computer Forensics and Investigations)
November 16, 2012

The Office of the Attorney General has received the following questions concerning RFP #2013-04. The questions, along with the responses of the Office of the Attorney General, are as follows:

1. Question: What/Who is your current resource for forensic investigations?

   Answer: We do not have a current outside contractor for work of this nature.

2. Question: What is the estimated case load for the chosen vendor?

   Answer: It is difficult to estimate because the facts and circumstances of each matter vary greatly. We have about ten open investigations in which the consultant services contemplated by the RFP could be used if an agreement were currently in place.

3. Question: What is the subject matter regarding most cases handled?

   Answer: The cases we handle where consultant services are expected to be used typically, but not exclusively, involve data security breaches in businesses or other entities.

4. Question: Will specialized evidence storage be required?

   Answer: It is possible that certain evidence will need to be segregated and stored in a physically and technologically secure environment.

5. Question: How will the vendor take possession of the devices to be analyzed? From the AG or remote sites?

   Answer: Devices to be analyzed may be located at either the AG's office or remote sites.

6. Question: Do you anticipate services being needed outside the scope of this RFP more directly related to document review and production?

   Answer: We do not anticipate any services being needed outside the scope of this RFP.

State of Connecticut
Office of the Attorney General
Third Addendum to RFP No. #2013-04
(Consultant re Data Security and Data Privacy including Technical or Technological Issues and Computer Forensics and Investigations)
November 15, 2012

The Office of the Attorney General has received the following question concerning RFP #2013-04. The question, along with the response of the Office of the Attorney General, is as follows:

1. Question: On page 8 of the RFP document, in section "E. Information Required in the Proposal," item 1, it says "Include brief resumes for each attorney." Does this mean that valid responses for this RFP must come from law firms and/or attorneys?

Answer: No. The reference on page 8 of the RFP in Section E, Item 1, to attorneys is incorrect. The sentence in question should read "Include brief resumes for each individual." We apologize for the error.

State of Connecticut
Office of the Attorney General
Second Addendum to RFP No. #2013-04
(Consultant re Data Security and Data Privacy including Technical or Technological Issues and Computer Forensics and Investigations)
November 14, 2012

The Office of the Attorney General has received the following questions concerning RFP #2013-04. The questions, along with the response of the Office of the Attorney General, are as follows:

1. Question: Could you consider revising the due date for this RFP from November 23, 2012 to November 30, 2012, in light of the intervening holiday?

Answer: In order to encourage maximum participation, the due date for this RFP is hereby extended to November 30, 2012.

2. Question: Our expertise is in security and compliance with RACF in the z/OS mainframe environment. Is your department utilizing the State of CT RACF mainframe. If so, is your RFP meant to include the mainframe exposure?

Answer: This RFP is intended to solicit proposals from firms to serve as a consultant to the State in investigations or litigation involving other entities, as becomes necessary in the future. This RFP is not seeking proposals to review any State owned or operated systems or technologies.

State of Connecticut
Office of the Attorney General
First Addendum to RFP No. #2013-04
(Consultant re Data Security and Data Privacy including Technical or Technological Issues and Computer Forensics and Investigations)
November 13, 2012

The Office of the Attorney General has received the following question concerning RFP #2013-04. The question, along with the response of the Office of the Attorney General, is as follows:

1. Question: We're a national company that may be submitting an RFP response for Computer Forensics services. We do have local operations in Boston and Manhattan. Will the State of Connecticut consider vendors that do not have a local office in your state that can provide services from 2-2.5 hours away?

Answer: Yes, we will fully consider out-of-state vendors. The services will probably require little if any time at our offices.

A T T O R N E Y G E N E R A L

STATE OF CONNECTICUT

Request for Proposals for Services – RFP # 2013-04 (Consultant Regarding Data Security and, Data Privacy, including Technical or Technological Issues and Computer Forensics and Investigations)

The State of Connecticut, Office of the Attorney General, is seeking proposals to provide certain consulting and advisory services involving consulting with the Office of the Attorney General in matters involving data security or privacy, including technical or technological issues and computer forensics and investigations. PROPOSALS ARE DUE BY November 23, 2012, at 4:30 p.m. local time.

This RFP is available online at www.ct.gov/ag, by clicking on the Request for Proposal button on the right hand side.

GEORGE JEPSEN, Attorney General

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REQUEST FOR PROPOSALS (RFP)
BY
THE STATE OF CONNECTICUT
OFFICE OF THE ATTORNEY GENERAL

Consultant Regarding Data Security, Data Privacy, including Technical or Technological Issues and Computer Forensics and Investigations
RFP #2013-04

The State of Connecticut, Office of the Attorney General is seeking proposals to provide certain consulting services concerning technical or technological aspects of investigations or lawsuits involving data security or privacy at the direction of the Office of the Attorney General.

SCOPE OF SERVICES

The Attorney General of Connecticut, George Jepsen, pursuant to Conn. Gen. Stat. § 3-125, invites proposals from appropriately qualified consultants or consulting firms to provide consulting services to support the Attorney General ("CTAG") by providing advice and analysis on matters involving data security or privacy as requested and directed by CTAG. Such matters may include examinations of computers, tablets, smartphones or other equipment, software, hardware or software code. Specific tasks may include: examination of hard drives or other media to determine instances or causes of data loss or breach or review and evaluation of forensic investigation reports prepared by third parties. Testimony, consultation or advice may also be requested with regard to expert or other reports or responses provided to CTAG by entities in response to requests from CTAG, whether formal or informal.

The maximum compensation under this contract will not exceed $250,000, and the duration of the contract will not exceed two years.

Proposals must be received by the Office of the Attorney General by 4:30 p.m., local time, on November 23, 2012. The Attorney General may invite some consultants to attend an interview shortly thereafter.

An evaluation committee will evaluate the proposals in accordance with the selection criteria set forth in this RFP, which explains other terms and requirements. The selected consultant must enter into a contract with the Office of the Attorney General, substantially in the form of the draft contract set out in Appendix A. The Attorney General encourages minority, women-owned and disadvantaged businesses to apply.

All communication with the Attorney General's Office must be undertaken only as specified in this RFP.

SELECTION CRITERIA

The evaluation committee will evaluate proposals in accordance with the selection criteria set forth in this RFP, additional written information requested by the Office of the Attorney General and, possibly, oral interviews. The goal of the evaluation will be to select the consultant which provides the best combination of qualifications and costs, and provides reasonable rates and demonstrated efficiency in providing counsel. The evaluation committee will also consider the following non-exclusive factors in making that determination:

- Depth and quality of experience in software code analysis, examination and analysis of computers or computer equipment, software and hardware.
- Depth and quality of experience in assisting government agencies or private parties in understanding the facts, circumstances, and complex technical issues relating to issues of data security and privacy.
- Depth and quality of experience in bringing technical investigatory matters or examinations to a cost-effective conclusion.
- Qualifications of personnel, including the experience and availability of the consultants to provide the requested services to the State.
- Ability to communicate clearly and effectively and present defensible findings and appropriate recommendations to the CTAG staff.
- Results of reference checking.
- Reasonableness of rates proposed, and demonstrated efficiency in providing sound advice and counsel without unnecessary or excessive charges.
- Equal employment opportunity record as evidenced by the composition of firm personnel and the firm's affirmative action and equal employment opportunity policies and practices.
- Record of compliance with all applicable ethical rules and rules of professional conduct.
- All potential conflicts with the State of Connecticut in current or post services to other clients must be fully described and discussed in the proposal.

INSTRUCTIONS TO PROPOSERS

Proposal Schedule

Release of RFP:	October 19, 2012
Proposals due:	November 23, 2012

I. From the date the Office of the Attorney General issues this RFP until the date that it awards the Contract to the successful proposer, interested

parties should not contact any employee of the State of Connecticut for additional information concerning this RFP, except in writing directed only to Associate Attorney General Joseph Rubin, at Office of the Attorney General, 55 Elm Street, Hartford, CT 06106, or via email at Joseph.Rubin@ct.gov. Interested parties should submit questions no later than November 14, 2012. Answers will be posted by November 19, 2012. Late questions may not receive answers. The Office of the Attorney General will answer questions only in the form of one or more addenda to this RFP, and post them on its website, www.ct.gov/ag, by clicking on the Request for Proposal button on the right hand side. Proposers have the responsibility to review that location for any addenda to this RFP.

For technical questions only, concerning issues or problems with access to or downloading of this RFP and associated information from the website, proposers may contact Scott Eliasson by e-mail at scott.eliasson@ct.gov.

II. Sealed Proposals

Proposers must submit an original and four copies of their proposals in a SEALED envelope or carton, clearly marked with RFP #2013-04, the date it is due, and the name and address of the consultant. **Proposers may send the proposal by courier or overnight delivery service or deliver it in person to the address below, arriving no later than November 23, 2012, at 4:30 p.m. local time. Because of certain delivery issues, proposals sent by U.S. Postal Service must arrive before 4:30 p.m. on the day prior to the due date.** Proposers may mail their proposal or deliver it in person to the address below, arriving no later than November 23, 2012**,** at **4:30 p.m. local time.** Proposals will not be publicly opened on the due date. Proposals received after that time will not be accepted and will be sent back unopened. Postmark dates will not be considered as the basis for meeting any submission deadline. All proposals and other communications with the State regarding this RFP must be submitted in writing in sealed envelopes or cartons which clearly identify this RFP. Any material received that does not conform to this provision will be opened as general mail, which may not ensure the proposer's intent or that the materials arrive timely.

State of Connecticut
Office of the Attorney General
Attn: Associate Attorney General Joseph Rubin
RFP #2013-04
55 Elm Street
Hartford, CT 06106

III. Submission of Proposals

A. To be considered, all submissions must include all of the following:

1. Responses to the questions asked;
2. All information and completed forms attached to this RFP;
3. A statement affirming specifically all of the representations and warranties set forth in Special Terms and Conditions numbers 12 (Independent Price Determinations) and 13 (Offer of Gratuities), below; and
4. The following completed forms:

Agency Vendor Form (SP-26NB) and the W-9 form are available at http://www.das.state.ct.us/Purchase/Info/Vendor_Profile_Form_(SP-26NB).pdf;

5. Five paper copies of all required or supporting documents, and five copies of a CD-ROM containing all documents in a format compatible with Microsoft Word, current version, and affording the user the capability of searching its contents; except the signature pages and required or necessary forms not conveniently available in Microsoft Word may be provided in PDF format;
6. Additional required forms as described below must be submitted to or on file with the Biznet system by the deadline for submission of proposals. Paper or electronic copies need not be provided with the submission to the Attorney General's office.

A. INTRODUCTION TO BIZNET

The Connecticut Office of the Attorney General is adhering to the new requirement of the Connecticut Department of Administrative Services ("DAS") that all firms seeking to do business with the State create a business profile, or account, on the DAS Business Network ("BizNet") system. Firms are responsible for updating firm information on a continuous basis as changes occur.

Firms create an account on BizNet by using the following link: https://www.biznet.ct.gov/AccountMaint/Login.aspx. Once your firm creates an account, login and select "CT Procurement" and then "Company Information" for access. If you experience difficulty establishing or otherwise managing your firm's account, please call DAS at 860-713-5095.

DAS has implemented the requirement to create a BizNet account in accordance with Public Act 11-229, enacted to make doing business with the State of Connecticut more business friendly. One benefit to using BizNet is that it will eliminate certain redundancies, such as the former requirement to complete and submit forms even though the forms had been recently submitted in response to another Request for Proposals.

In addition to eliminating redundancy, BizNet has automated the completion and submission of the Ethics Affidavits and Non-Discrimination forms. Firms must now upload these forms electronically to their BizNet account and update them on an annual basis, rather than submitting paper copies with each proposal. Firms will have the ability to view, verify and update their information, by logging in to their BizNet account, prior to submitting responses to an RFP.

For information about **how to upload** the Ethics Affidavits and Non-Discrimination forms please access the following page: **http://das.ct.gov/images/1090/Upload%20Instructions.pdf**

B. ETHICS AFFIDAVITS

THE FOLLOWING ETHICS FORMS MUST BE SIGNED, DATED, NOTARIZED, UPLOADED OR UPDATED ON BIZNET. TO OBTAIN THESE FORMS, YOU MUST LOGIN TO BIZNET AND FOLLOW THE INSTRUCTIONS REFERENCED ABOVE.

1. OPM Ethics Form 1 – Gift & Campaign Contribution Certification
2. OPM Ethics Form 5 – Consulting Agreement Affidavit
3. OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary

For information about **how to complete** these forms, please access the Office of Policy & Management's website by using the following link: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038

C. NON-DISCRIMINATION FORMS–

CHOOSE ONE (1) OF THE FORMS LISTED BELOW THAT APPLIES TO YOUR BUSINESS. COMPLETE AND UPLOAD OR UPDATE THE FORM ON BIZNET ANNUALLY. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN TO BIZNET AND FOLLOW THE INSTRUCTIONS REFERENCED ABOVE.

1. Form A – Representation by Individual (Regardless of Value)
2. Form B – Representation by Entity (Valued at $50,000 or less)
3. Form C – Affidavit by Entity (RECOMMENDED) (Valued at $50,00 or more)
4. Form D – New Resolution by Entity
5. Form E – Prior Resolution by Entity

For information about **how to complete** these forms, including which form your firm should complete, please access the Office of Policy & Management's website by using the following link: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

D. COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO) WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT/EMPLOYMENT INFORMATION FORM.

For information about **how to complete** these forms you may contact Richard Campbell at richard.campbell@ct.gov for assistance.

THE CHRO FORM MUST BE SIGNED, DATED AND UPLOADED OR UPDATED ON BIZNET. TO OBTAIN THIS FORM, YOU MUST LOGIN TO BIZNET AND FOLLOW THE INSTRUCTIONS REFERENCED ABOVE.

B. Concise answers are encouraged. Responses should be prepared on 8 ½ x 11 inch paper using at least 12 point type with standard margins.

C. The submission of proposals shall constitute, without any further act required of the proposers or the Attorney General, acceptance of the requirements, administrative stipulations and all of the terms and conditions of this RFP. Proposals must reflect compliance with such requirements. Failure of the proposal to so comply may result in the Attorney General's rejection of the proposal. The Attorney General will reject any proposal that deviates materially from the specifications, terms or conditions of this RFP. Proposers submitting proposals with any minor or immaterial deviations must identify and fully justify such deviations in order for the Attorney General to consider their proposal.

D. No additions or changes to any proposal will be allowed after the proposal due date, unless the Attorney General specifically requests such modification. The Attorney General may, at his option, seek proposer retraction and/or clarification of any discrepancy or contradiction found during the review of proposals.

E. **Information Required in the Proposal**

1. Name the primary individuals who would work with the State, and explain their experience, relevant background and anticipated duties. Include brief resumes for each attorney. The members of the proposed team are to be the only people from the proposer's firm who will work on these matters, unless the Attorney General subsequently gives written approval for other named individuals to work on the matters.

2. Explain the firm's qualifications in light of the stated Selection Criteria detailed above.

3. Disclose any past or present assignments, relationships or other employment that your firm or any employee of your firm has or has had that may create a conflict of interest or the appearance of a conflict of interest in serving as a consultant for the State in this matter.

4. If you find any term or provision of the proposed draft contract in Appendix A unacceptable, identify the term, explain why it is unacceptable, and state whether failure to modify this term would result in your firm's failure to execute a contract in this matter.

5. Discuss any pending complaints or investigations, or any made or concluded within the past five years, to or by any regulatory

body or court regarding the conduct of your firm or its predecessors, or any of its present or former members, employees and associates.

6. Include a detailed and specific fee proposal. You must include a fee proposal with specific hourly rates for each category of person who will work on the assignment (excluding clerical staff, whose time may not be billed).

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

F. Conformity and Completeness of Proposals

To be considered acceptable, proposals must be complete and conform to all material RFP instructions and conditions. The Attorney General's Office, in its sole discretion, may reject in whole or in part any proposal if in its judgment the best interests of the State will be served.

G. Stability of Proposed Fees

Any fee proposals must be valid for the entire duration of the Contract. The total cost of this contract should not exceed $250,000.00, and the duration of the contract will not exceed two years.

IV. Amendment or Cancellation of this RFP

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

V. Proposers' Presentation of Supporting Evidence

Consultants must be prepared to provide evidence of experience, performance, ability, financial resources or other items as the Attorney General's Office deems to be necessary or appropriate concerning the performance capabilities represented in their proposals.

VI. Proposers' Misrepresentation or Default

The Attorney General's Office may reject the proposal and void any award resulting from this RFP to a consultant which makes any material misrepresentation in its proposal or other submittal in connection with this RFP.

VII. Errors

The Attorney General's Office reserves the right to correct clerical or administrative errors that may be made during the evaluation of proposals or during the negotiation of the contract and to change the Contract award accordingly. In addition, the Attorney General's Office reserves the right to re-evaluate proposals and the award of the Contract in light of information either not previously known or otherwise not properly having been taken into account prior to Contract award. In any case, this

may include, in extreme circumstances, revoking the awarding of the Contract already made to a consultant and subsequently awarding the Contract to another consultant.

Such action on the part of the Attorney General's Office shall not constitute a breach of contract on the part of the Attorney General's Office since the Contract with the initial consultant would be deemed void and of no effect as if no contract ever existed between the Attorney General's Office and such consultant.

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

VIII. Ownership of Proposals

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

IX. Validation of Proposals

The proposal must be signed by an authorized official and shall be a binding commitment which the Attorney General's Office may incorporate, in whole or in part, by reference or otherwise, into the Contract. The proposal must also include evidence that the person submitting the proposal has the requisite power and authority to submit and deliver the proposal and subsequently to enter into, execute and deliver and perform on behalf of the consultant the Contract.

X. Execution of Contract and Related Requirements

(a) This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. Once the evaluation of the proposals is complete and a consultant is selected, the selected proposal and this RFP may then serve as the basis for the Contract that will be negotiated and executed between the Attorney General's Office and the selected consultant. If the Attorney General's Office and the initial selected consultant fail to reach agreement on all issues relative to the Contract within a time determined solely by the Attorney General, then the Attorney General's Office may commence and conclude contract negotiations with other proposers. The Attorney General's Office may decide at any time to start this RFP process again.

(b) Conn. Gen. Stat. § 4-252 requires that this RFP include a notice of the certification requirements 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 10(b) shall have the meanings set forth in this statute.

(2) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications

described in this section 10(b). Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(3) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(A) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (i) such person, firm, corporation, (ii) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (iii) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (I) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (II) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(B) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(C) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(4) Any bidder or proposer that does not make the certifications required under section 10(b)(3) shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(c) Section 4a-81 of the Connecticut General Statutes requires that this RFP include a notice of the consulting affidavit requirements described in the statute. Accordingly, pursuant to the statute, vendors are notified as follows:

(1) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (2) of this section.

(2) The chief official of the vendor awarded a contract described in section 10(c)(1) or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if

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

(3) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement.

(4) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated.

(5) The Office of Policy and Management has provided OPM Ethics Form 5 to satisfy the requirements of this statute. Accordingly, the consultant must deliver this Form 5, attached as Appendix E, together with its proposal and then deliver an updated Form 5 dated the date that the consultant executes the Contract. Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

(6) If a vendor refuses to submit the affidavit required under section 10(c)(2), then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

(7) This section 10(c) is set forth here only for purposes of providing notice of the requirements of the Act. Accordingly, it is neither intended nor should it be interpreted nor relied upon to be a complete and full reiteration of the Act’s contents. Any interpretation or understanding of the Act’s requirements or content by any party must come only from reading the full text of the Act itself.

(d) Pursuant to Governor M. Jodi Rell’s Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell’s Executive Order No. 7C, paragraph 10(a), contractors executing state contracts with a value to the State of $50,000 or more in a calendar or fiscal year shall execute a **Gift and Campaign Contribution Certification (OPM Ethics Form 1)** contemporaneously with the contract certifying that between the planning and start date and the execution date, neither the contract signatory nor any principals nor key personnel of the contractor who participated directly , extensively and substantially in the preparation of the proposal or in the negotiation of the contract gave a contribution to candidates for statewide public office or the General Assembly. The consultant must execute the Contract and this Form 1 through the

BizNet system as explained in Section III, above, and update the form at least annually. Contractors are then required to submit a contract certification (annually to update previously submitted certification forms for state contracts. Contractors must use the Gift and Campaign (OPM Ethics Form 1) for this purpose, attached as Appendix B.

(e) Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142, every contractor is required to provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the contractor's nondiscrimination agreements and warranties which are included in such contractor's contract pursuant to said statutes. The applicable certification form must be completed and submitted through the BizNet system, as explained in Section III, above, and updated at least annually.

XI. Oral Agreement or Arrangements

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

XII. Independent Price Determinations

In the proposals, consultants must warrant, represent, and certify that the following requirements have been met in connection with this RFP:

a) The fees and costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.

b) Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the consultant 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 consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

XIII. Offer of Gratuities

The consultant must represent that no elected or appointed official or employee of the State of Connecticut has, or will, benefit financially or materially from the Contract. The Contract may be terminated by the Attorney General's Office if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the consultant, the consultant's agent(s), representatives(s) or employees(s). Such action on the part of the Attorney General's Office shall not constitute a breach of contract on the part of the Attorney General's Office.

XIV. Subletting or Assigning of Contract

The Contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the consultant 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 Attorney General's Office. No person or entity, other than the consultant to which the Contract was awarded, is permitted to perform work without the prior written approval of the Attorney General's Office.

XV. Freedom of Information

The Office of the Attorney General is a public agency and its records, including responses to this RFP, are public records. *See* Conn. Gen. Stat. §§1-200, et seq., and especially §1-210(b)(4) and §1-210(b)(5)(B). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, all materials associated with this RFP are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all applicable rules, regulations and administrative decisions. If a firm is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state generally in the proposal that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a firm believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to the FOIA. Firms should not request that their entire proposal, nor the majority of the proposal, be confidential. Any submitted proposal, once execution of a contract is complete, and any completed contract will be considered public information. The Attorney General's Office has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The contractor has 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's Office have any liability for the disclosure of any documents or information in its possession which the Attorney General's Office believes are required to be disclosed pursuant to the FOIA or other requirements of law.

XVI. Conformance with Federal, State and Other Requirements

In the Contract, the consultant will represent and warrant that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all Federal, State, municipal or other governmental department, commission, board, bureau, agency or instrumentality, codes, statutes, acts, ordinances, judgments, decrees, injunctions and regulations.

XVII. Executive Orders

The Contract shall be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973 and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, in accordance with its terms and conditions.

XVIII. Americans with Disabilities Act

The proposer shall comply with the Americans with Disabilities Act and any other applicable federal laws and regulations.

XIX. Affirmative Action and Contract Compliance Reporting

Proposers are advised that in addition to evaluating their qualifications, experience, capabilities, competitiveness of cost and conformance to this RFP specifications, weight may also be given to proposers which demonstrate a commitment to affirmative action by full compliance with the Commission on Human Rights and Opportunities regulations.

XX. Campaign Contribution and Solicitation Ban

With regard to a State contract, as defined in Public Act No. 07-1, having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to the proposal in response to this RFP expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

APPENDIX A
TO REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE STATE OF CONNECTICUT,
ACTING BY ITS ATTORNEY GENERAL,
A N D

_____

This Agreement, to be effective on its final and complete execution, is made by and between the STATE OF CONNECTICUT, acting by its ATTORNEY GENERAL, George Jepsen, duly authorized pursuant to Section 3-125 of the Connecticut General Statutes, with an office at 55 Elm Street, Hartford, CT 06106 and _____, acting by _____, with its principal place of business at_____.

In consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

SECTION 1: SCOPE OF SERVICES

1.1 The services to be performed by the CONSULTANT shall consist of the following, collectively referred to as "Services":

(a) Serve as CONSULTANT and expert witness in _____ in connection with _____.

(b) Review, analysis, investigation and research necessary to carry out the Services.

(c) Providing all clerical support.

(d) Performing all tasks under this Agreement in coordination with the ATTORNEY GENERAL.

SECTION 2: AGREEMENT ADMINISTRATION

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

Office of the Attorney General
_____
Hartford, CT _____
Telephone: (860) 808-____
Fax: (860) 808-_____
email:_____ @ct.gov

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

_____
_____
Telephone: _____
Fax: _____
e-mail: _____

2.3 The professional staff member of CONSULTANT primarily responsible for the performance of this Agreement is _____. The CONSULTANT may not change this assignment without the prior written consent of the ATTORNEY GENERAL.

2.4 Within seven days after receiving a request by the ATTORNEY GENERAL, the CONSULTANT shall remove from assignment to this Agreement any specified professional or other staff and, at the ATTORNEY GENERAL'S request, shall augment the remaining staff with such other staff as is acceptable to the ATTORNEY GENERAL.

SECTION 3: <u>COMPENSATION AND REIMBURSEMENT</u>

3.1 The ATTORNEY GENERAL agrees to compensate the CONSULTANT for Services solely in accordance with the following hourly rate schedule:

(a) _____ _____

(b) _____ _____

(c) _____ _____

(d) _____ _____

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

3.2 Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the ATTORNEY GENERAL, the Assistant Attorney General. Billings are to be on a monthly basis. The billings must contain, at a minimum, a detailed description of the work performed, the date of performance, the actual time spent performing the work, the name and position of the person(s) rendering the Service and the rate charged for that Service. The monthly bill must also be accompanied by a summary of time and charges billed for itemized on the invoice.

The ATTORNEY GENERAL or his designee may, prior to authorizing payment under this Section, require the CONSULTANT to submit such additional accounting and information as he deems to be necessary or appropriate. The CONSULTANT shall not be compensated for any time spent preparing any billing documentation, including but not limited to such documentation and accompanying memoranda required by this Section and the Status Reports and Records Section of this Agreement. All bills must be sent to **Office of the Attorney General-Business Office, 55 Elm Street-4th Floor Annex, Hartford, Connecticut 06106-1774.**

3.3 The ATTORNEY GENERAL agrees to reimburse the CONSULTANT for actual, necessary and reasonable out-of-pocket disbursements and expenses, including, computerized research (at cost), commercial messenger and delivery services (at cost), and long distance telephone calls. The ATTORNEY GENERAL shall not reimburse the CONSULTANT for any overhead related expenses, including, but not limited to, duplicating, secretarial, facsimile (other than long-distance telephone line charges), clerical staff, library staff, proofreading staff, meals and in-state transportation costs or expenses unless they are otherwise approved by the ATTORNEYGENERAL. The CONSULTANT shall be reimbursed for reasonable expenses for transportation, specifically excluding first class airfare, parking and reasonable lodging and meals associated with interstate travel as approved in advance by the ATTORNEY GENERAL or his designee.

3.4 The CONSULTANT shall not be compensated for time spent in consultation with any attorney or other employee of the ATTORNEY GENERAL concerning the administration of this Agreement and/or issues relating to billing. Unless otherwise authorized by the ATTORNEY GENERAL, compensation for communication between or among staff within the CONSULTANT'S firm is limited to the time and billing rate of the most senior staff member participating in the communication. These charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details. The ATTORNEY GENERAL shall make the final determination, in their sole discretion, as to the adequacy of such description.

3.5 Absent the consent of the ATTORNEY GENERAL or his designee, the CONSULTANT shall not be compensated for the attendance or participation of more than one staff member 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 staff member has attended or participated in any such meeting, conference or proceeding without the consent of the ATTORNEY GENERAL or his designee, the CONSULTANT shall be compensated only for the time of the most senior staff member in attendance or participating.

3.6 The ATTORNEY GENERAL shall approve for payment all undisputed fees and costs, as soon as the documentation can properly be processed in accordance with usual State practice.

3.7 Maximum payments under this Agreement shall not exceed Two Hundred Fifty Thousand dollars ($250,000.00).

3.8 Compensation and reimbursement provided under this Section constitutes full and complete payment for all costs and expenses incurred or assumed by the CONSULTANT in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by the ATTORNEY GENERAL without the prior written approval of the ATTORNEY GENERAL or his designee.

SECTION 4: TERMINATION

4.1 Notwithstanding any provisions in this Agreement, the ATTORNEY GENERAL, through a duly authorized employee, may terminate the Agreement whenever the ATTORNEY GENERAL makes a written determination that such termination is in the best interests of the State. The ATTORNEY GENERAL shall notify the CONSULTANT in writing of termination pursuant to this Section, which notice shall specify the effective date of termination and the extent to which the CONSULTANT must complete performance of the Services prior to such date.

4.2 Upon receipt of a written notice of termination from the ATTORNEY GENERAL, the CONSULTANT shall cease operations as directed by the ATTORNEY GENERAL in the notice, and take all actions that are necessary or appropriate, or that the ATTORNEY GENERAL may reasonably direct, for the protection and preservation of the Records, as that term is defined in the Indemnification Section of this Agreement. Except for any work which the ATTORNEY GENERAL directs the CONSULTANT to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the CONSULTANT shall terminate or conclude all existing subcontracts.

4.3 In the case of any termination, the ATTORNEY GENERAL shall, within forty-five (45) days of final billing after the effective date of termination, pay the CONSULTANT for its performance rendered and accepted by the ATTORNEY GENERAL, in addition to all actual and reasonable costs incurred after notice of termination in completing those portions of the Services which the CONSULTANT was required to complete by the notice. However, the CONSULTANT is not entitled to receive and the ATTORNEY GENERAL is not obligated to tender to the CONSULTANT any payments for anticipated or lost profits.

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

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

4.6 Upon receipt of written notification from the ATTORNEY GENERAL of termination, the CONSULTANT shall immediately cease to perform the Services unless otherwise directed by the ATTORNEY GENERAL or to the extent necessary to prevent the State from failing to make timely filings or otherwise failing to comply with court orders or the law. The Records are deemed to be the property of the State. The CONSULTANT shall assemble and deliver to the ATTORNEY GENERAL all Records in electronic, magnetic, paper or any other form, that may be in his possession or custody, and shall transmit the same to the ATTORNEY GENERAL or his designee as soon as possible in a non-proprietary format no later than the fifteenth day following the receipt of the above written notice, together with a detailed hourly description of the Services performed and expenses reasonably incurred.

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

4.8 On the effective date of CONSULTANT's termination, the CONSULTANT shall immediately cease to perform the Services except to the extent necessary to prevent the State from failing to make timely filings or otherwise failing to comply with court orders or the law. The Records are deemed to be the property of the State. The CONSULTANT shall assemble and deliver to the ATTORNEY GENERAL all Records in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall deliver the same to the ATTORNEY GENERAL or his designee as soon as possible in a non-proprietary format, such as, but not limited to, ASCII or .TXT, but no later than the fifteenth day following the transmittal of the written notice, together with a description of the cost of the Services performed and expenses reasonably incurred.

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

SECTION 5: TIME OF PERFORMANCE

5.1 The CONSULTANT shall perform the Services at such times and in such sequence as may be reasonably directed by the ATTORNEYGENERAL.

5.2 This Agreement will run from its effective date until the tasks set forth in the Scope of Services Section of this Agreement are performed or completed to the satisfaction of the ATTORNEY GENERAL, or unless sooner terminated in accordance with the Termination and Cancellation Sections of this Agreement, but in no event beyond two years, unless otherwise amended.

SECTION 6: SETOFF

6.1 In addition to all other remedies that the ATTORNEY GENERAL may have, the ATTORNEY GENERAL, in his sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the CONSULTANT's unexcused non-performance under the Agreement and under any other agreement or arrangement that the CONSULTANT has with the State and (2) any other amounts that are due or may become due from the State to the CONSULTANT, against amounts otherwise due or that may become due to the CONSULTANT under the Agreement, or under any other agreement or arrangement that the CONSULTANT has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the CONSULTANT's breach of the Agreement, all of which shall survive any setoffs by the State.

SECTION 7: CROSS DEFAULT

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

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

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

(a) the CONSULTANT is duly and validly existing under the laws of its state of organization and is authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, it has taken all necessary action to authorize the execution, delivery and performance of the proposal and the Agreement and has the power and authority to execute, deliver and perform its obligations under the Agreement;

(b) it will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations under and pursuant to the Agreement, including, but not limited to Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics;

(c) the execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) 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) CONSULTANT and CONSULTANT Agents have not, within the three 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) CONSULTANT and CONSULTANT Agents are not presently indicted or, to the best of their knowledge, under investigation for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

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

(h) to the best of its knowledge, there are no Claims, as defined in the Indemnification Section of this Agreement, involving the CONSULTANT that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement;

(i) it shall disclose, to the best of its knowledge, to the ATTORNEY GENERAL in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims;

(j) 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 CONSULTANT shall keep all confidential or privileged the Records in secured areas and shall take reasonable precautions to protect the Records from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.

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

(q) The CONSULTANT will not knowingly enter into or retain any business relationships or enterprise in which an employee of the office of the Attorney General holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the ATTORNEY GENERAL.

SECTION 9:

9.1 The CONSULTANT shall otherwise maintain all original documentation, or copies thereof in the manner specified in the Representation and Warranties Section of this Agreement, for a period of six (6) years after the termination of this Agreement.

SECTION 10: <u>INDEMNIFICATION</u>

10.1 The CONSULTANT shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the CONSULTANT or CONSULTANT Agents, as defined below; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The CONSULTANT shall use COUNSEL reasonably acceptable to the State in carrying out its obligations under this Section. The CONSULTANT's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions or

articles furnished or used in the performance of the Agreement.

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

10.3 The CONSULTANT'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 CONSULTANT is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

10.4 The rights provided in this Section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

10.5 This section shall survive the Termination, Cancellation or Expiration of the Agreement, and shall not be limited by reason of any insurance coverage.

10.6 The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

10.7 The term "CONSULTANT Agents" means the CONSULTANT's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the CONSULTANT is in privity of oral or written contract and the CONSULTANT intends for such other person or entity to perform under the Agreement in any capacity.

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

10.9 The CONSULTANT shall not use, raise, or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any Claims against the CONSULTANT arising out of the work performed under this

Agreement, or as a defense in any Claims, unless specifically authorized to do so in writing by the ATTORNEY GENERAL or his designee.

SECTION 12: CHANGES TO THIS AGREEMENT

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

SECTION 13: REQUIRED PERSONNEL/OFFICE

13.1 On or before the effective date of this Agreement, the CONSULTANT shall have secured, and shall maintain during the term of this Agreement, all at its sole cost and expense (i) such appropriately skilled and competent personnel and supporting staff in adequate numbers; and (ii) such equipment as are reasonably necessary or appropriate to fully perform the Services to the satisfaction of the ATTORNEY GENERAL.

13.2 The personnel shall not be employees of or have any contractual relationship with the Office of the Attorney General.

13.3 All the Services shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under law to perform the applicable Services.

SECTION 14: NONDISCRIMINATION

14.1 (a) For purposes of this Section, the following terms are defined as follows:

i. "Commission" means the Commission on Human Rights and Opportunities;

ii. "Contract" and "contract" 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" shall include, but not be limited to, those

reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

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

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

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

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or

understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with 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) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a

contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with 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.

SECTION 15: CERTAIN STATE ETHICS REQUIREMENTS

15.1 For all State contracts as defined in P.A. 07-01 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contributions and solicitation prohibitions, and will inform its principals of the contents of the notice.

15.2 Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), the CONSULTANT must submit a contract certification annually to update previously submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (OPM Ethics Form 1) for this purpose, attached as Appendix B. The first of these OPM Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and then every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of the Agreement in order for the CONSULTANT to satisfy its obligation to submit the last certification.

SECTION 16: APPLICABLE EXECUTIVE ORDERS OF THE GOVERNOR

16.1 The CONSULTANT shall comply, to the extent applicable, with 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 and Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the CONSULTANT'S request, the ATTORNEY GENERAL shall provide a copy of these orders to the CONSULTANT. .

SECTION 17: CONFIDENTIALITY

17.1 All of the reports, information, data, and other papers and materials, in whatever form, prepared or assembled by the CONSULTANT under this Agreement are confidential, and the CONSULTANT shall not make them available to any individual or organization, other than in connection with the performance of those duties and responsibilities, without the prior written approval of the ATTORNEY GENERAL or his designee.

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

SECTION 18: MISCELLANEOUS

18.1 The sole and exclusive means for the presentation of any Claim, as defined in the Indemnification Section of this Agreement, against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State). The CONSULTANT shall not initiate any legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

18.2 The Agreement shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that Chapter 53 of the Connecticut General Statutes does not apply and to the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The 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 reached by the parties prior to the effective date of this Agreement, whether oral or written.

18.5 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, but only if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

18.6 The ATTORNEY GENERAL and the CONSULTANT shall not be excused from their obligation to perform in accordance with the Agreement except in the case of force majeure events and as otherwise provided for in the Agreement. In the case of

any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. "Force majeure events" means events that materially affect the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the CONSULTANT, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the CONSULTANT, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

18.7 The CONSULTANT shall not refer to services provided to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the ATTORNEY GENERAL's prior written approval.

18.8 The CONSULTANT shall notify the ATTORNEY GENERAL in writing no later than ten (10) days from the effective date of any change in (1) its certificate of incorporation or other organizational document, or (2) a controlling interest in the ownership of the CONSULTANT. No such change shall relieve the CONSULTANT of any responsibility for the accuracy and completeness of the performance. The CONSULTANT shall deliver such documents to the ATTORNEY GENERAL in accordance with the terms of the ATTORNEY GENERAL's written request. The ATTORNEY GENERAL may also require, and the CONSULTANT shall deliver, a financial statement showing that solvency of the CONSULTANT is maintained.

18.9 The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Agreement, in order to give full effect to the Agreement and to carry out the intent of the Agreement.

18.10 The CONSULTANT shall maintain accurate Records and shall make all of the Records available at all reasonable hours for audit and inspection by the State. This includes, but is not limited to accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting. Such records and accounts shall be kept in the manner specified in the Representations and Warranties Section, and made available for six years after the termination of this Agreement and shall be made available and furnished upon request to the ATTORNEY GENERAL or his designee on or before the tenth business day following the date of the written request. The CONSULTANT will cooperate fully with any and all audit or review of billing by the ATTORNEY GENERAL or any other agency, person, or entity acting on behalf of the ATTORNEY GENERAL or the STATE, and shall, upon request, provide billing in a format which will facilitate audit or review.

18.11 The CONSULTANT shall continue to perform its obligations under the Agreement while any dispute concerning the Agreement is being resolved.

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

18.12 The waiver of a term or condition by the ATTORNEY GENERAL or his designee shall not (i) entitle the CONSULTANT to any future waivers of the same or different terms or conditions; (ii) impose any duties, obligations or responsibilities on the ATTORNEY GENERAL or any Department not already in the Agreement, as amended, modified or superseded; or (iii) subject the ATTORNEY GENERAL or the State of Connecticut or any department or agency thereof to any Claims.

18.13 If a disagreement arises between the parties to this Agreement as to whether or not the CONSULTANT has or may in the foreseeable future have a conflict of interest or there exists or may exist in the foreseeable future an appearance of impropriety, the ATTORNEY GENERAL'S determination shall be final and dispositive of the issue. Where the ATTORNEY GENERAL determines that the CONSULTANT'S representation of any client constitutes a conflict of interest, or creates an appearance of impropriety, the CONSULTANT shall, within five days of the posting of notice by the ATTORNEY GENERAL or his designee to the CONSULTANT, withdraw from the representation of the client, unless such a withdrawal is barred by law or order of a court of competent jurisdiction or the ATTORNEY GENERAL waives such conflict. Nothing in this subsection shall be construed as restricting or otherwise limiting CONSULTANT'S rights under the Termination and Cancellation Section of this Agreement.

18.14 Unless the ATTORNEY GENERAL designates otherwise in writing, all Records generated or collected by the CONSULTANT, the CONSULTANT'S agent or any subcontractor, in the scope of their work under this Agreement are the exclusive property of the State of Connecticut and no one else shall have any right, including but not limited to, intellectual property, copyright and trademark rights, in those Records.

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

18.16 Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by any express delivery service, in either case addressed to the persons

identified in the Agreement Administration Section of this Agreement, or in each case to such other person and/or address as either party may from time to time designate by giving notice in writing to the other party. Telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Agreement (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested, or, placed with a recognized, express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the ATTORNEY GENERAL:

State of Connecticut Office of the Attorney General
_____
Hartford, CT _____
Attention: _____, Assistant Attorney General

If to the CONSULTANT:

_____
_____
_____
_____
Attention: _____

18.17 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.

18.18 Time is of the essence in this Agreement.

18.19 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 five (5) counterparts of this Agreement.

_____ By: _____
Date

STATE OF CONNECTICUT

_____ By: _____
Date George Jepsen
Attorney General