

	Contract Signature Page		Arizona Department of Administration State Procurement Office
	Contract No.: CTR072505		
	Description: Outside Legal Counsel for ADOA		

Contract Signature Page

The Undersigned hereby offers and agrees to provide Outside Legal Counsel Services in compliance with all terms, conditions, and specifications in the Contract.

Coppersmith Brockelman PLC			 Andy Gaona (Jun 21, 2024 13:35 PDT)	
Company Name			Signature of Person Authorized to Sign Offer	
2800 N. Central Ave. Ste. 1900, Phoenix, Arizona 85004			D. Andrew Gaona	
Company Address			Printed Name	
Phoenix	AZ	85004	Partner	
City	State	Zip	Title	
agaona@cblawyers.com			(602) 381-5486	
Contact Email Address			Phone Number	Fax Number

CERTIFICATION: By signature in the above, Contractor certifies that it:

1. Will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Orders 2023-09, 2023-01, 2009-9 or A.R.S. §§ 41-1461 through -1465;
2. Has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract; failure to provide a valid signature affirming the stipulations required by this clause may void the Contract;
3. Has not signed the Contract with a false statement, which will void the Contract and may subject Contractor to legal penalties under law;
4. Complies with A.R.S. § 18-132 when offering electronics or information technology products, services, or maintenance;
5. Did not and will not involve collusion or other anti-competitive practices; and
6. Is not debarred from, or otherwise prohibited from, participating in any contract awarded by any federal entity, or state or local government.

CONTRACT EXECUTION BY PROCUREMENT AUTHORITY

Counsel is now bound to sell the Services listed in the attached Contract, including all terms, conditions, and specifications as stated herein.

The Contract shall henceforth be referred to as Contract No. CTR072505

The effective date of the Contract is June 21, 2024

Counsel is cautioned not to commence any billable work or to provide any Service under this Contract until Contractor receives an Order or written notice to proceed from the State.

State of Arizona Contract Executed this 21st day of June 20 24



Authorized Procurement Officer signature
Kim Shelley, CPPB
Sr. Statewide Compliance Manager

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CONTRACTOR IS STRONGLY ENCOURAGED TO READ THE ENTIRE CONTRACT.

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	Scope of Work		Arizona Department of Administration State Procurement Office
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Scope of Work

1. Services

This contract is a single-agency contract for the sole use of the Arizona Department of Administration (ADOA) to provide Outside Legal Counsel services.

2. Legal Authority

In accordance with Arizona Administrative Code (A.A.C.) R2-7-E303, Competition Impracticable Procurements, and the CI Determination signed 6/21/2024, State establishes this contract with **Coppersmith Brockelman PLC** to provide the Services described herein.

Pursuant 41-192(E), the Department may employ Outside Legal Counsel if the Attorney General determines they are disqualified from providing judicial or quasi-judicial legal representation or legal services on behalf of that agency in relation to any matter. ADOA is seeking outside legal representation with **Coppersmith Brockelman** to support litigation claims related to the Transfer of Opioid-earmarked funds.

3. Definitions

3.1. ADOA: Arizona Department of Administration

3.2. Attachment: Attachment means any document titled "Attachment" incorporated into the Contract.

3.3. Counsel: The firm identified on the Contract Signature Page who has entered into the Contract with the State. In this Contract, it is **Coppersmith Brockelman**.

3.4. Documents: Documents shall include all correspondence, evaluations, depositions, interrogatories, reports, pleadings, memoranda, briefs, information and any other similar documents or material prepared or used in connection with Services in the pursuit of this matter.

3.5. Deliverable: Deliverable shall refer to any report or other work product produced by the Counsel for the Office of the Attorney General.

3.6. May: Indicates something that is not mandatory but permissible

3.7. Shall, Must: Indicates a mandatory requirement; Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

3.8. Should, Will: Indicates something that is recommended but not mandatory

3.9. State: Within this Contract, "State" is defined to mean ADOA. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each Eligible Agency who has issued the Order, which in this Contract, is ADOA.

3.10. State Indemnitees: Collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

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4. Counsel's Personnel

Counsel shall employ suitably trained and skilled professional personnel to perform the Service. Prior to changing any key personnel, Counsel shall obtain the approval of the State. Any replacement personnel shall have capabilities at least equal to those of personnel they replaced for performance of the Services and hourly rate shall not exceed the hourly rate of the personnel being replaced. Counsel shall bear the costs associated with any and all such changes and said costs shall not be reimbursed by the State. While the State recognizes that staffing changes may be necessary from time to time, the State will not pay for the "downtime" or learning time that may result from such a staffing change. The State does not believe it appropriate to pay legal fees for the training of Counsel's personnel. Counsel has been retained because of its expertise. The time Counsel spends educating junior lawyers in the substantive law applicable to the matter assigned may not be included in Counsel's billings. Unless otherwise agreed, the State expects that only one attorney from Counsel's firm will attend meetings, depositions, and arguments, although a second person may be needed for trials and major hearings or meetings.

4.1. Lead Counsel

The Lead Counsel for the outside counsel team shall be considered key personnel as defined in this Contract. The Counsel shall provide the Lead Counsel's complete address, e-mail address and telephone number. The Lead Counsel shall be the company representative to whom all correspondence, official notices, and requests related to the project shall be addressed.

4.2. Other Key Personnel

Any other individual who will perform crucial duties to directly support the person offered as the Lead Counsel shall be considered key personnel. The role and crucial duties this individual will perform shall be identified.

5. Privileged Communications

All confidential communications between ADOA, any State of Arizona officer, employee or agent ("Arizona") and Counsel, whether oral or written, and all Documentation, whether prepared by Counsel or supplied by Arizona shall be considered privileged communications and shall not, except as required by law, be communicated by Counsel to any public agency, insurance company, rating organization, Counsel, vendor, or consultant, whether or not connected in any manner with Arizona or Counsel, without the prior written consent of the State. If such communications are approved in writing, or if such communications are required to be disclosed by law, Counsel shall provide the State two (2) copies of each written communication and/or two (2) copies of summaries of each oral communication. If such communication is required by law, Counsel shall provide the State written notice as to the time, place, and manner of such disclosure as well as a written summary of any information likely to be disclosed by such disclosure, and Counsel's position thereon.

6. General

These guidelines shall serve as the basis upon which Counsel shall provide investigation services, legal advice and opinions to the State under this Contract. Services rendered by Counsel shall be furnished in accordance with these terms unless the State has clearly granted an exception based on specific facts or circumstances.

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7. Assigned Attorneys

The State expects the assigned attorney to complete the project unless extenuating circumstances arise. Replacement shall require State's approval.

8. Case Management

- 8.1. The State expects to be kept advised of progress on any substantial matter.
- 8.2. Counsel will provide the State a written quarterly report of progress on assigned case/matter as well as a report when significant developments occur. If no activity has occurred, a simple letter to that effect will be satisfactory.
- 8.3. Notices of depositions shall not be sent by Counsel without prior written authorization from the State. Notices of depositions of State of Arizona employees filed by any party will be submitted to the State immediately upon Counsel's receipt to make necessary arrangements for their testimony. Upon request, summaries of depositions will be supplied by the assigned Counsel on conclusion of the deposition. Ordinarily only one attorney should attend depositions. The State may request the presence of a State employee at one or more depositions. Before copies of depositions are ordered, Counsel shall consider the necessity and is encouraged to avoid copies of deposition of questionable value. Copies of portions of depositions should be considered.
- 8.4. Counsel shall discuss with the State the advisability of attempting to settle a lawsuit when, in the opinion of Counsel, it is deemed in the best interest of the State to attempt settlement.
- 8.5. Whenever additional investigation is required by Counsel and can be provided by use of non-attorney investigators, Counsel shall notify the State of such need concerning who will conduct or contract for such investigation. The State shall be solely responsible for the accuracy of the facts or other information developed in response to such requests.
- 8.6. Expert witnesses shall be hired only after consultation with and prior written approval by the State. Approval for travel by Counsel shall be obtained and confirmed in writing through the State prior to departure.

9. Correspondence

All correspondence between the firm and ADOA shall be sent to:

Jessica Klein
General Counsel
Arizona Department of Administration
jessica.klein@azdoa.gov
602-350-0339

All physical correspondence shall be mailed to:

ADOA
Office of General Counsel
Attn: Jessica Klein
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007

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10. Conflicts

Arizona recognizes the difficulties in determining conflicts for law firms involved in representing more than one client. It does not wish to unduly hamper Counsel's activity because of a remote conflict and will work with a firm in attempting to resolve conflicts. It is expected that a firm will advise the State of any perceived conflict and that the decision as to whether the conflict is remote or disqualifying will be the State's decision. Counsel may, upon referral of a claim or lawsuit, decline to defend. Counsel may also withdraw from representation of the State when it would be ethically improper to continue to represent the State and upon the Court granting a motion permitting withdrawal. In the event Counsel must either withdraw from a case or decline to defend, the State shall be immediately notified in writing, or by telephone if time is of the essence.

11. Request for Waiver of Conflict Form

The signed Conflict Waiver is complete and State has relied upon the disclosures when entering into this Contract. Should the Conflict Waiver need to be revised, the Request for Waiver of Conflict Form can be found online at www.azag.gov/procurement.

12. Litigation against the State of Arizona

ADOA agrees that Counsel's work for ADOA does not preclude Counsel from representing parties in unrelated matters involving ADOA, to the extent permitted by the Arizona Rules of Professional Conduct. Counsel will be retained by the State to the extent set forth in this Contract. Counsel shall disclose to the State, in the proposal, all litigation, claims, and matters in which Counsel represents parties adverse to the State. ADOA shall collaborate with Counsel to decide if the conflict is remote or disqualifying. In the event Counsel must either withdraw from a case or decline to defend, ADOA shall be immediately notified in writing, or by telephone if time is of the essence.

13. Schedule

Counsel shall be available to perform services upon execution of this Contract in the most expeditious manner necessary for each particular task and within the time agreed upon by the respective representatives of each party, all within the terms of this Contract.

14. Compensation and Payment

14.1. General

To the extent applicable, the State shall compensate Counsel for the reasonable costs and expenses arising out of the satisfactory and complete performance of the Services at the composite rates per hour, or fractions thereof, specified in the "Hourly Rate Table" spent by Counsel's personnel in performing the Services. These rates shall include all professional fees, salaries, overhead, profits and employee costs. Expenses for travel and other costs associated with the performance of Services shall be billed directly to the State.

14.2. Pricing

All prices shall be on an all-inclusive basis and shall contain the labor rate, labor benefits, payroll burden, insurance, workman's compensation, all taxes, profit, overhead, general and administrative

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expenses and all other related charges. A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice.

14.3. Billings and Invoices

As applicable, all billings and invoices shall be emailed to:

Jessica Klein
jessica.klein@azdoa.gov

Billings for any fiscal year shall be submitted to the State within 15 days of the end of the fiscal year, which begins July 1 and ends June 30. The State expects to remit payments promptly upon receipt and review by the State. Each billing shall be in sufficient detail to clearly indicate:

- 14.3.1. The project or matter involved including the file numbers of the State.
- 14.3.2. The attorney or other personnel whose time is involved on each charge
- 14.3.3. The number of hours billed to the nearest 1/10 of an hour.
- 14.3.4. The date and activity which generated the time billed.
- 14.3.5. The project or matter involved including the file numbers of the State.
- 14.3.6. The attorney or other personnel whose time is involved on each charge
- 14.3.7. The number of hours billed to the nearest 1/10 of an hour.
- 14.3.8. The date and activity which generated the time billed.
- 14.3.9. The hourly rate for the attorney or other personnel (A master charge list kept current will be satisfactory.)
- 14.3.10. A list of expenses including receipts for air travel and lodging, deposition transcripts, service of process and expert fees
- 14.3.11. Invoices, with receipts attached, shall be accompanied by itemization of disbursements and costs (long-distance calls, photocopying, transcripts, expert witnesses, court costs, et cetera) and travel and living expenses shall be itemized separately to indicate travel, lodging, business meetings, meals, taxis, and other expenses (specifically detailed).
- 14.3.12. Counsel will only bill for the actual time spent performing a task, not for a unit charge (e.g., no automatic billing of one-third of an hour for a phone call that may have taken only five minutes) and that all charges will be specified and not grouped or clustered into one billing charge.

14.4. Spending Limit

Travel expenses for Counsel shall be in accordance with the Arizona Department of Administration Travel Policy (see <http://www.gao.state.az.us/travel/>) unless otherwise authorized in advance and in writing by the State shall be limited to:

- 14.4.1. \$0.625 per mile for the use of the private conveyances of Counsel;
- 14.4.2. Coach airfare with airline ticket receipts attached to billings; and

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- 14.4.3. Only in unusual cases can travel by more than one attorney be permitted.
- 14.4.4. The maximum number of hours that the State will pay per day for any individual (except during a trial) is ten.
- 14.4.5. Expenses will be reimbursed at the firm's cost.

14.5. Unacceptable Charges

Unless authorized in advance by the State, the following charges are not acceptable:

- 14.5.1. Secretarial or word processing services (normal, temporary, or overtime);
- 14.5.2. Incoming facsimiles at more than 5 cents per page; Charges for outgoing local facsimiles and out of area facsimiles shall not be billed at more than actual cost.
- 14.5.3. Photocopy expenses at more than 10 cents per page.
- 14.5.4. Any other staff service charges, such as meals, filing, proofreading, regardless of when incurred.
- 14.5.5. Computer time (other than computer legal research specifically authorized in advance by the State of Arizona)
- 14.5.6. Photocopy costs in excess of \$2,000 for a single job should be authorized in advance by the State.
- 14.5.7. Expenses should not include local telephone expenses or office supplies.
- 14.5.8. Unless otherwise approved in advance, the State does not pay charges for time spent in preparing bills.
- 14.5.9. In addition to the per diem limits outlined above it is expected that expenses for lodging, meals, and transportation shall be at reasonable rates and that Counsel will exercise prudence in incurring such expenses.
- 14.5.10. The State will not reimburse the costs of first class travel and expects that travel arrangements will take advantage of any cost effective discounts or special rates.

14.6. Total Compensation

- 14.6.1. Payment as specified above for performance of the Services shall be total compensation paid to Counsel for performance of all of Counsel's obligations under this Contract.
- 14.6.2. Total value of the Contract shall not exceed two million dollars (\$2,000,000) to include all hourly wages and reimbursable expenses.

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Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1. Uniform Terms And Conditions

The State's Uniform Terms and Conditions version 10.5 are incorporated into this Contract. Offerors are encouraged to obtain these documents. Offerors may obtain copies by visiting the Arizona State Procurement Office (SPO) website at: <https://spointra.az.gov/resources/standard-forms-and-documents>.

2. Authority to Contract

This Contract is a single-agency contract issued by the Arizona Department of Administration (ADOA) and for its sole use.

3. Contract

This Contract is made with reference to the following facts:

- 3.1. The State desires to contract for the provision of legal services by Counsel not in its employ.
- 3.2. Counsel has represented that it is professionally qualified to perform such services, and the State has relied on such representation in entering into this Contract.
- 3.3. The signed Conflict Waiver Agreement (Exhibit B) is complete and the State has relied upon the disclosures when entering into this Contract.
- 3.4. Counsel accepts and bears the role of Contractor in this Contract. Any contract Counsel enters into with another entity to perform work under this Contract shall be treated as a Subcontract.

4. Contract Type

Firm Fixed Price - Hourly Rate.

5. Term of Contract

The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) years thereafter or through June 20, 2026, whichever is sooner, unless terminated or canceled.

6. Contract Extension

State may, at its discretion, extend the initial Contract term in increments of one (1) or more months and do so one or more times, provided that the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

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7. Withdrawal from Case

If Counsel seeks to withdraw from a case, Counsel must first notify the ADOA's Representative. If the State does not agree that Counsel should be allowed to withdraw from the case, Counsel shall file a written motion to withdraw with the Court.

8. Section Headings and Definitions

Section headings in this Contract are for convenience only, and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Contract. When initially capitalized in this Contract or amendments hereto, the following words or phrases shall have the meanings specified:

- 8.1. Contract: This document, including all referenced material that forms a contract between the State and the firm named on Contract Signature Page for the performance of service by person or firm whose signature is on the Contract Signature Page.
- 8.2. Best Efforts: Those efforts which a skilled, competent, experienced and prudent legal professional would use to perform and complete the requirements of this Contract in a timely manner, exercising the degree of skill, care, competence, and prudence customarily imposed on a legal professional performing similar work.
- 8.3. Counsel: The firm identified on the Contract Signature Page who has entered into the Contract with the State. In this Contract, it is **Coppersmith Brockelman**.
- 8.4. Documentation: Correspondence, evaluations, depositions, interrogatories, reports, pleadings, memoranda, briefs, information and any other similar documents or material prepared or used in connection with Services.
- 8.5. Services: All obligations undertaken by Counsel pursuant to - SCOPE OF WORK
- 8.6. Site(s): The area(s) at Arizona facilities where Counsel may be called upon to visit to perform Services.

9. Estimated Usage

The Contract shall be used on an as needed, if needed basis. The State makes no guarantee as to the amount of work that may be performed under this Contract.

10. Non-Exclusive Contract

The State has the right to procure the services listed herein from Counsel other than those named within this Contract.

11. Ownership of Materials

All materials, documents, deliverables and/or other products of the Contract (including but not limited to e.g., work plans, reports, etc.) shall be the sole, absolute and exclusive property of the State, free from any claim or retention of right on the part of the Counsel, its agents, subcontractors, officers or employees.

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12. General Requirements

- 12.1.** Cooperation – Counsel shall, to the best of its abilities, cooperate with Arizona to enable the successful completion of the Services according to the terms of this Contract including, but not limited to, commitment of additional resources, material and personnel, if requested by the State or his designated representative to assure that the Services are properly performed and completed in accordance with the provisions of this Contract.
- 12.2.** Testimony – Should Counsel be required to testify at any judicial, legislative or administrative hearing concerning matters in any way related to the Services performed under this Contract, Counsel shall prior to the scheduled time of each hearing supply to the State or the Attorney General's designated representative in writing all information likely to be disclosed at said hearing as well as Counsel's position thereon. Should Counsel be required by a third party to testify at any judicial, legislative or administrative hearing not specified in this Contract but concerning the subject matter of this Contract, Counsel shall notify the State or the Attorney General's designated representative in advance of the date and time of such hearing to enable State of Arizona representatives to attend and participate.

13. Changes

- 13.1.** Notwithstanding any other provisions of this Contract to the contrary, the State reserves the right for any reason without invalidating this Contract to make or to direct changes in the Services including the performance of additional tasks. Such change shall be made in writing by the State's authorized representative.
- 13.2.** ADOA's designated representative may issue and sign written change orders on behalf of the State. Any Contract Amendments shall be issued by the Procurement Officer with authority to modify this Contract.

14. Professional Responsibility

- 14.1.** General – Counsel shall use Best Efforts to perform and complete the Services in accordance with the provisions of this Contract.
- 14.2.** Liability – In the event that Counsel breaches its obligations under this Contract, Counsel shall take the necessary actions to correct and cure its breach of this Contract. If Counsel, upon notification of said breach does not promptly take steps to correct the breach, the State without waiving any other rights or remedies it may have at law or otherwise may do so and Counsel shall reimburse the State for all expenses and costs incurred in performing such corrective action.
- 14.3.** Expertise - Work under the Contract will be performed in the manner that a reasonably competent and prudent attorney would perform legal work. Work may be performed by paralegals if a reasonably competent and prudent attorney would delegate such work to a paralegal. Paralegals are expected to perform their work in the manner that a reasonably competent and prudent paralegal would perform. All time deadlines specified by court or court rules shall be complied with.
- 14.4.** Complaints - Counsel will promptly notify the State if a business complaint is filed against Counsel on any matter, if a motion for sanctions is filed against Counsel, or if sanctions are awarded against Counsel in

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cases assigned pursuant to this Contract. Any sanctions ordered by the court as a result of attorney or paralegal malfeasance shall be borne by the attorney.

15. Termination at Will

At the sole discretion of the State, the State may terminate this Contract at any time, or may terminate all or any portion of the Services not then completed by giving the other party written notice of termination. Upon receipt of notice of termination, Counsel, unless the notice requires otherwise, shall discontinue performance of the Services on the date and to the extent specified in the notice, except those Services necessary to preserve and protect the work product of the Services already performed, and otherwise minimize costs to the State. Payment for Services already completed or in the process of completion shall be adjusted between Counsel and the State, in a fair and reasonable manner, but such payment shall exclude any allowance for unperformed Services or anticipated profits thereon. Such payment for Services already completed or in the process of completion shall be the total compensation due to Counsel for Termination at Will by either party.

16. Termination for Cause

The State may declare this Contract canceled for default by notifying Counsel in writing should Counsel at any time (i) violate any part of this Contract, (ii) fail to supply sufficient properly skilled personnel, material or equipment of the quality or quantity to properly perform the Services, (iii) fail to provide services in the most cost-effective manner. Without limiting or waiving any other remedies the State may have, Counsel shall compensate the State for costs (whether they arise before or after completion of the Services) arising out of any breach by Counsel or arising out of any.

17. Accounting and Auditing

Under A.R.S. § 35-214 and § 35-215, Counsel shall maintain accurate and complete accounting and financial records and vouchers in support of all cost and service billings to the State in accordance with generally accepted accounting principles and practices. The State, or its audit representative, shall have the right at any reasonable time to examine and audit the records, vouchers, and their source documents without limitation which serve as a basis for compensation under this Contract. Said records shall be available in Phoenix, Arizona for the State's inspection and audit for five years after completion or termination of the services under this Contract.

18. Laws and Regulations

Counsel and its employees shall at all times comply with all applicable federal, state and local laws, ordinances, statutes, rules and regulations. Counsel shall hold the State of Arizona and the State harmless from loss, cost or damage by reason of any actual or alleged violation thereof arising out of Counsel's employees or Counsel's contractor(s) failure to so comply. Any claim brought to enforce this provision shall be subject to the same statute of limitations and other time limitations as an action for professional negligence would be, and Counsel will have the same defenses available to such a claim as it would have to an action based on professional negligence.

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19. Governing Law and Venue

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona. Any action at law or judicial proceeding instituted by Counsel relating to this Contract shall be instituted only in the State or Federal Courts of the State of Arizona. The parties agree that proper venue for any and all disputes arising out of this Contract shall be in Maricopa County, State of Arizona.

20. Authorized Representatives and Notices

20.1. Representatives - Prior to commencement of the Services, the State and Counsel shall each designate a representative authorized to act on behalf of each party and shall advise the other party in writing of the name, address, and telephone number (day and night) of such designated representative and shall inform the other party of any subsequent change in such designation. All communications relating to the administrative activities under this Contract shall be exchanged between the respective representatives of the State and Counsel.

20.2. Notices - All legal or claim notices required by this Contract shall be in writing, and shall be delivered personally to the authorized representatives of the State and Counsel as set forth below, or shall be mailed thereto by certified mail, postage prepaid, return receipt requested. Notice shall be effective on the date delivered.

To: State of Arizona:

ADOA
Office of General Counsel
Attn: Jessica Klein
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007

To: Counsel:

To the contact person designated on the signed
Contract Signature Page

21. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, all Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States. This provision applies to work performed by subcontractors at all tiers.

22. Federal Immigration Laws, Compliance by State of Arizona Contractors

22.1. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.

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23. Indemnification Clause

To the fullest extent permitted by law, Counsel shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Counsel or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Counsel to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Counsel from and against any and all claims. It is agreed that Counsel will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, Counsel agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by Counsel for the State of Arizona.

This indemnity shall not apply if the Counsel or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

24. Insurance Requirements

Counsel and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by Counsel, its agents, representatives, employees or subcontractors.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect Counsel from liabilities that arise out of the performance of the work under this Contract by Counsel, its agents, representatives, employees or subcontractors, and Counsel is free to purchase additional insurance.

24.1. MINIMUM SCOPE AND LIMITS OF INSURANCE:

Counsel shall provide coverage with limits of liability not less than those stated below.

24.1.1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- | | |
|---|-------------|
| ● General Aggregate | \$2,000,000 |
| ● Products – Completed Operations Aggregate | \$1,000,000 |
| ● Personal and Advertising Injury | \$1,000,000 |
| ● Damage to Rented Premises | \$ 50,000 |

	Special Terms and Conditions		Arizona Department of Administration State Procurement Office
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- Each Occurrence \$1,000,000
 - a. The policy shall include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Counsel.
 - b. Policy shall include a waiver of subrogation, as required by this written Contract, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Counsel.

24.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
 - a. Policy shall include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, Counsel involving automobiles owned, hired and/or non-owned by Counsel.
 - b. Policy shall include a waiver of subrogation as required by this written Contract in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Counsel.

24.1.3. Worker's Compensation and Employers' Liability

- | | |
|---------------------------|-------------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| ● Each Accident | \$1,000,000 |
| ● Disease – Each Employee | \$1,000,000 |
| ● Disease – Policy Limit | \$1,000,000 |
- a. Policy shall include a waiver of subrogation, as required by this written Contract, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Counsel.
 - b. This requirement shall not apply to each Counsel or subcontractor that is exempt under A.R.S. § 23-901, and when such Counsel or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Counsel).

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24.1.4. Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
 - Annual Aggregate \$2,000,000
- a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Counsel warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.
 - b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

24.2. ADDITIONAL INSURANCE REQUIREMENTS:

The policies shall include, or be endorsed to include, as required by this written Contract, the following provisions:

Counsel's policies, as applicable, shall stipulate that the insurance afforded Counsel shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by Counsel shall not limit Counsel's liability assumed under the indemnification provisions of this Contract.

24.3. NOTICE OF CANCELLATION

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Counsel's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Counsel must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department.

24.4. ACCEPTABILITY OF INSURERS

Counsel's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Counsel from potential insurer insolvency.

24.5. VERIFICATION OF COVERAGE

Counsel shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Counsel has the insurance as required

	Special Terms and Conditions		Arizona Department of Administration State Procurement Office
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by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State of Arizona before work commences. The State of Arizona's receipt of any certificates of insurance or policy endorsements that do not comply with this written Contract shall not waive or otherwise affect the requirements of this Contract.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

24.6. SUBCOUNSELS/SUBCONTRACTORS

Counsel's certificate(s) shall include all subcontractors as insureds under its policies or Counsel shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from Counsel that its subcontractors have the required coverage.

24.7. APPROVAL and MODIFICATIONS

The Contracting Agency, in consultation with State of Arizona Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

24.8. EXCEPTIONS

In the event the Counsel or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If Counsel or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



Attachment 1 - Cost for Services

Contract No.: CTR070919

Description: Outside Legal Counsel for ADOA

Arizona Department of
Administration
State Procurement Office

Attachment 1 - Cost for Services

Hourly Rate Table

Provide an Hourly Rate for each individual who may provide services under this contract. The Hourly Rate Table should be labeled accordingly.

Name of Counsel, Paralegal, Legal Assistant or Law Clerk anticipated to work on this assignment	Title (i.e.: Partner, Of Counsel, Associate, paralegal)	Counsel Bar Number	Hourly Rate - List rate for any personnel anticipated to work on this assignment
D. Andrew Gaona	Partner	028414	\$400/hr
Austin Yost	Counsel	034602	\$350/hr
Kym Derus	Paralegal	n/a	\$150/hr
Diana Hanson	Legal Assistant	n/a	\$50/hr



Attachment 2 - Conflict of Interest Statement

Contract No.: CTR072505

Description: Outside Legal Counsel for ADOA

Arizona Department of
Administration
State Procurement Office

Attachment 2 - Conflict of Interest Statement

List the specific cases in which your firm has been adverse to the State of Arizona in the last 2 years.

If the case has been on-going for more than two years it should be listed here. Add additional pages if needed.

Court or Case Name	Court or Case Number	Date Began	Date Ended

List the specific matter in which your firm has been adverse to the State of Arizona in the last 2 years.

If

the matter has been on-going for more than two years it should be listed here. Add additional pages if needed.

Matter	Date Began	Date Ended

Represent Arizona

List the specific cases in which your firm has represented the State of Arizona in the last 2 years.

If the case has been on-going for more than two years it should be listed here. Add additional pages if needed.

Court or Case Name	Court or Case Number	Date Began	Date Ended

	Attachment 3 - Participation in the Boycott of Israel	Arizona Department of Administration State Procurement Office
	Contract No.: CTR072505	
	Description: Outside Legal Counsel for ADOA	

Attachment 3 - Participation in Boycott of Israel

Please note that if any of the following apply to this Contract, then the Offeror shall select the "Exempt Contract or Contractor" option below:

- The Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- ...
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this state or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. § 35-393 et seq., all offerors must select one of the following:

- ☒ The Company submitting this Offer does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 et seq. I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317.
- ☐ The Company submitting this Offer does participate in a boycott of Israel as described in A.R.S. § 35-393 et seq.
- ☐ **Exempt Solicitation, Contract, or Contractor.**
Indicate which of the following statements applies to this Contract:
- Solicitation or Contract has an estimated value of less than \$100,000;
 - Contractor is a sole proprietorship;
 - Contractor has fewer than ten (10) employees; and/or
 - Contractor is a non-profit organization.

Coppersmith Brockelman PLC

Company Name		
2800 N. Central Ave. Ste. 1900, Phoenix, Arizona 85004		
Address		
Phoenix	AZ	85004
City	State	Zip

Andy Gaona
Andy Gaona (Jun 21, 2024 13:35 PDT)

Signature of Person Authorized to Sign	
D. Andrew Gaona	
Printed Name	
Partner	Title

	Attachment 4 - Forced Labor of Ethnic Uyghurs Ban	Arizona Department of Administration State Procurement Office
	Contract No.: CTR072505	
	Description: Outside Legal Counsel for ADOA	

Attachment 4 – Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Contractor shall select the “Exempt Contractor” option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. § 35-394, all Contractors must select one of the following:

- ☒ The Company does not use, and agrees not to use during the term of the contract, any of the following:
- Forced labor of ethnic Uyghurs in the People's Republic of China;
 - Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
 - Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- ☐ The Company does participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
- ☐ **Exempt Contractor: Select all statements that apply to the Contractor:**
- ☐ Contractor is a sole proprietorship;
 - ☐ Contractor has fewer than ten (10) employees; and/or
 - ☐ Contractor is a non-profit organization.

Coppersmith Brockelman PLC

Company Name

2800 N. Central Ave. Ste. 1900, Phoenix, Arizona 85004

Address

Phoenix, AZ 85004

City, State, ZIP

Andy Gaona
Andy Gaona (Jun 21, 2024 13:35 PDT)

Signature of person authorized to sign

D. Andrew Gaona, Partner

Printed name and title

agaona@cblawyers.com

Contact email address

(602) 381-5486

Contact phone number