OFFICE OF THE GENERAL COUNSEL

RFP No.: 2026-02

Request for Proposals: UConn 2000 Legal Services

Due Friday, November 13, 2026 at 4:30 p.m.

The University of Connecticut ("University" or "UConn") is in the process of selecting law firms to serve as outside legal counsel in connection with projects and matters arising under the UConn 2000 Act. Firms may submit a proposal for one or more of the practice areas identified in this RFP. Selected firms will collaborate with, and work under the direction of, the University Office of the General Counsel and other University offices as appropriate.

Note: This solicitation process is separate and distinct from solicitations conducted by the Connecticut Office of the Attorney General to retain outside counsel to represent the University or the State of Connecticut.

Pursuant to the UConn 2000 Act and the Board of Trustees' Selection of Outside Legal Counsel policy, the University may retain private legal counsel for UConn 2000 matters in accordance with applicable law and University policy. Firms selected under this RFP will be required to comply with all applicable requirements governing outside counsel engagements.

The University anticipates awarding contracts to multiple firms across the practice areas identified below. Selection under this RFP does not guarantee any minimum amount of work. The University may assign matters among selected firms based on the nature of the matter, relevant expertise, conflicts, availability, staffing needs, prior performance, and other considerations determined by the University.

Contracts awarded will be for an initial term of four years, with the option to extend for up to three additional years, or part thereof, for a maximum term of seven years.

BACKGROUND

The UConn 2000 Act, Conn. Gen. Stat. §§ 10a-109a et seq., provides the University with authority to plan, finance, design, construct, renovate, acquire, operate, maintain, and otherwise carry out capital projects and related activities. The University may require specialized outside legal services in connection with financing, real estate, environmental, construction, litigation, energy, commercial and transactional, and governance matters associated with those projects.

The University seeks to establish a pool of qualified firms capable of providing sophisticated, practical, and responsive legal services on an as-needed basis. Depending on the matter, selected firms may be asked to work with University administrators, Finance and Treasury personnel, Facilities Operations, Procurement Services, the Office of the Attorney General, the Office of the State Treasurer, consultants, design and construction professionals, financial advisors, underwriters, insurers, regulators, and other parties.

SCOPE OF SERVICES

The University is seeking firms to provide legal services required for UConn 2000 projects and related matters, including, but not limited to, the eight practice areas listed below. Firms may propose to provide services in one or more practice areas and should identify each area for which they seek selection.

A. Real Estate. Expertise in a wide range of real estate transactions, including related environmental aspects. Significant experience in matters involving acquisition, disposition or transfer of real or personal property or interests therein; property development and redevelopment; leasing; use agreements; transfers of care, custody and control; easements; title; financing; regulatory compliance; and land use. Experience in transactions involving state agencies, state property, and complex transaction structures will be a positive factor.

B. Environmental. Expertise in providing legal advice regarding federal and Connecticut environmental laws and regulations, including matters involving water, air, waste, hazardous materials, remediation, wetlands, storage tanks, environmental review and permitting, as they pertain to construction and renovation activities, cogeneration plants, public water supply systems, wastewater treatment facilities, and other facilities and functions typical of colleges and universities.

Experience working effectively with regulators and providing environmental legal services to colleges and universities, state agencies, or clients with similar needs will be a positive factor.

C. Construction and Contracting. Expertise in contracting for planning, design, construction, and related services, including creation of template contract documents, contract negotiation, drafting, administration, and disputes. Significant experience representing project owners in Connecticut and advising on alternative structures for procuring construction services for new construction and renovations is preferred. Services may also include advice regarding building and fire code issues, regulatory and labor compliance, ADA requirements relating to construction, mediation, arbitration, litigation, and construction procurement processes applicable to the State of Connecticut and UConn 2000 projects.

D. Claims, Litigation and Dispute Resolution. Expertise in mediation, arbitration, litigation, and other dispute-resolution proceedings involving construction, contracts, commercial matters, real estate, labor, regulatory issues, and related claims. Significant experience representing Connecticut public entities as claimants, defendants, or both will be a positive factor.

E. Energy and Utilities. Expertise in energy-related issues and opportunities associated with UConn 2000 construction and renovation projects, including legal advice concerning legislative mandates and statutory obligations involving energy efficiency, renewable energy, energy credits and rebates, wholesale markets, rate adjustments, generation, storage, utility matters, including potable water, wastewater, sewer, stormwater, and related utility infrastructure, and state and federal programs providing funding or other support for energy and utility projects. Experience should also include utility supply and service agreements, system capacity and expansion, interconnections, easements and rights-of-way, rates and charges, permitting and regulatory requirements, and the development, financing, construction, operation, and maintenance of water, sewer, wastewater, and other utility infrastructure.

F. Commercial, Corporate and Transactional. Expertise in complex commercial, corporate, and transactional matters, including risk management, corporate and business structures, formation, and governance, partnerships, joint ventures, licensing, equity issuance and investment, venture funds, incubators, accelerators and startup companies, technology and service agreements, indemnification and insurance, and the identification of state and federal tax implications that may arise from such transactions, including the development of alternative legal and transactional solutions.

G. Governance. Expertise in identifying, designing, and implementing appropriate governance and operational structures for UConn 2000 projects and related initiatives, including advising boards and senior leadership on authority, delegation, fiduciary obligations, conflicts, policies, bylaws, committee structures, and alternative governance models to meet project-specific needs.

H. UConn 2000 Related Finance. Expertise in public finance and securities matters arising under the UConn 2000 Act, including evaluating complex financing structures and other sophisticated debt transactions; preparation and review documents related to federal and state securities law; tax-exempt financing requirements; and other related regulatory matters. Experience providing legal opinions and advising on complex public finance transactions involving public institutions will be a positive factor. For the avoidance of doubt, the services do not include advice, representation, or other legal services relating to municipal, state, or other public financing or bonds, including the issuance, refinancing, restructuring, remarketing, disclosure obligations, due diligence activities, tax-exempt financing matters, continuing disclosure requirements, or any other activities related to the offering, issuance, administration, or repayment of bonds or similar debt instruments.

SUBMISSION REQUIREMENTS

Firms wishing to be considered must submit two electronic copies of their proposal: one in Microsoft Word format and one in PDF format. Proposals must be prepared using standard 8.5” x 11” paper size, with 1-inch margins and a font size no smaller than twelve-point. Biographical materials may be included as attachments and will not count toward stated page limits.

Proposals should be divided into the following five sections and, at a minimum, include the information requested below.

Section 1: Introduction (Maximum of one page)

Provide a brief introduction that includes an overview of the firm and a description of:

- the firm’s business structure;
- office locations; and
- the total number of partners and associates, broken down by office.

Section 2: Firm and Team Overview (Maximum of three pages)

1. Identify the principal contact attorney for this RFP.
2. Identify the attorneys and other professionals who would be assigned to provide services in each practice area for which the firm is proposing, including each attorney's years of practice and relevant experience. Include full biographies as attachments.
3. Describe the firm's staffing model, availability, and ability to respond promptly to time-sensitive matters and to provide sufficient resources for matters of varying size, complexity, and duration.
4. Describe any past or present assignments or relationships that may constitute an actual or potential conflict of interest, or create the appearance of a conflict, in serving as counsel to the University, including matters adverse to UConn, another Connecticut state agency, or the State of Connecticut.
5. If appropriate, describe any proposed strategy for avoiding or mitigating identified conflicts.

Note: Successful firms will be required to perform a detailed conflict-of-interest check before undertaking any assignment and to report the results to the Office of the General Counsel.

Section 3: Services Proposal (Maximum of three pages per practice area)

For each practice area in which the firm seeks selection, provide a separate response addressing the applicable scope of services and practice-area selection criteria set forth in this RFP. At a minimum, each response should:

1. Describe the firm's relevant experience and expertise, including experience representing public entities, colleges and universities, and Connecticut state agencies or instrumentalities, where applicable.
2. Identify representative matters that demonstrate the firm's experience with services comparable in scope, complexity, and subject matter to those sought by the University.
3. Identify the primary attorneys who would work with the University in the applicable practice area and describe their anticipated roles.
4. Describe the firm's approach to providing practical, efficient, and responsive advice and to coordinating with University personnel, state officials, consultants, and other professionals.
5. Provide the name and contact information of three client references for whom the firm has performed services reasonably comparable to those sought in the applicable practice area. The same client may be used as a reference for more than one practice area.
6. Describe any other experience that the firm believes is relevant to the applicable practice area and explain why.

Section 4: Fee Proposal (Maximum of one page per practice area)

If a proposal covers more than one practice area, provide a separate fee schedule for each practice area. Each fee schedule should include:

1. Confirmation that the firm can use electronic billing systems and electronic signatures if required by UConn, and identification of digital formats that can be used to provide detailed billing information.
2. An acknowledgment that proposed rates will remain valid for the entire duration of the contract, including any extensions, unless otherwise agreed in writing by the University.
3. A description of any alternative fee arrangements offered by the firm.
4. Hourly rates by attorney or position, including whether the proposed rates reflect a discount from standard commercial rates and, if so, the amount or percentage of the discount.
5. If the firm performs other work for UConn, the State of Connecticut, or other public-sector clients, an explanation of how the proposed rates compare with rates charged for comparable work.
6. Any willingness to provide training, briefings, or educational programming to University personnel without additional professional fees.

Section 5: Required Contract and Proposed Revisions

Selected firms will be required to enter into the University's Standard Legal Services Contract and agree to all mandatory state terms and conditions. A copy of the applicable contract is attached as Schedule A.

If a firm takes exception to any provision of the standard contract, the firm must identify each exception in its proposal and provide proposed alternative language in track change. Exceptions may, at the University's option, be grounds for rejection

of the proposal. A firm that fails to identify an exception in its proposal will be deemed to have accepted the standard contract as issued.

OUTSIDE COUNSEL SELECTION CRITERIA

General Selection Criteria Applicable to All Practice Areas

In evaluating proposals, the University may consider the following criteria, as applicable to the services for which the firm is proposing:

- Qualifications, experience, availability, and demonstrated expertise of the lead attorney(s) and the breadth and depth of partners, associates, and other professionals available to provide the requested services.
- Demonstrated experience advising public-private partnerships (P3s) and other alternative project delivery, financing, ownership, governance, and operating structures, including the structuring, negotiation, documentation, implementation, and oversight of complex public-sector and institutional transactions.
- Demonstrated ability to appropriately staff matters, respond promptly to time-sensitive needs, and provide sufficient resources to handle matters of varying size, complexity, and duration.
- Demonstrated ability to work closely and cooperatively with clients, governmental officials, opposing counsel, consultants, and other professionals in advisory, transactional, negotiation, mediation, arbitration, and litigation settings.
- Results of reference checks and the firm's record of successful performance on comparable engagements.
- Reasonableness of proposed rates and methods of compensation, demonstrated efficiency in providing legal services, and willingness to consider alternative billing arrangements; among substantially equally qualified proposers, rates and billing arrangements may weigh heavily in the selection decision.
- The firm's equal employment opportunity record, workforce composition, affirmative action and equal employment opportunity policies and practices, and demonstrated efforts to maintain and broaden workforce diversity.
- The firm's record of compliance with applicable ethical rules and rules of professional conduct.
- The firm's financial, personnel, technological, and other resources necessary to successfully perform the services for which it is proposing.
- Where litigation or contested proceedings may be required, demonstrated ability to conduct discovery, motion practice, hearings, trials, appeals, mediations, arbitrations, and other dispute-resolution proceedings within and outside Connecticut, as necessary.
- Demonstrated ability to minimize unnecessary administrative burdens on University employees and officials while effectively and efficiently providing the requested legal services.
- Where applicable, admission to practice in Connecticut or demonstrated ability to obtain appropriate pro hac vice admission and arrange for qualified local counsel.
- Disclosure of all actual or potential conflicts of interest involving the University or the State of Connecticut.

Conflict of Interest. A proposing firm will not be deemed to have an irreconcilable conflict of interest solely because the firm or attorneys associated with the firm have previously represented, or currently represent, parties adverse to the State of Connecticut in litigation, mediation, arbitration, transactions, or other matters, provided that such representation does not create a conflict with the services sought under this RFP or otherwise prevent the firm from effectively representing the University. All actual or potential conflicts involving the University or the State of Connecticut must be fully disclosed and discussed in the proposal.

Practice-Area Selection Criteria

A. Real Estate

- Demonstrated experience advising public entities, universities, or other institutional clients on complex real estate acquisitions, dispositions, leases, easements, licenses, and development transactions.
- Experience conducting and advising on title, survey, zoning, land use, environmental, due diligence, and other issues affecting real property transactions.
- Demonstrated experience negotiating and documenting sophisticated real estate transactions involving governmental or institutional property interests.

B. Environmental

- Demonstrated experience advising public entities, universities, or other institutional clients on federal and state environmental laws, regulations, permitting, and compliance matters.
- Experience addressing environmental issues involving contaminated property, remediation, hazardous materials, wetlands, water, air, waste, and related regulatory requirements.
- Demonstrated experience representing clients before environmental regulatory agencies and in enforcement, permitting, compliance, or remediation matters.

C. Construction and Contracting

- Demonstrated experience advising public entities, universities, or other institutional clients on complex construction, design, engineering, and capital project matters.
- Experience drafting, reviewing, and negotiating construction contracts, design agreements, construction management agreements, design-build agreements, and other project-related contracts.
- Demonstrated experience advising on public construction procurement, contractor selection, project administration, contract suite development and management, change orders, payment disputes, delays, performance issues, and contract interpretation.

D. Claims, Litigation and Dispute Resolution

- Demonstrated experience representing public entities, universities, or other institutional clients in complex civil litigation, administrative proceedings, claims, and other contested matters.
- Experience handling disputes involving construction, contracts, commercial matters, property, employment, regulatory issues, or other matters relevant to a large public institution.
- Demonstrated experience with mediation, arbitration, settlement negotiations, alternative dispute resolution, trial, and appellate proceedings.

E. Energy

- Demonstrated experience advising public entities, universities, utilities, or other institutional clients on energy, utility, infrastructure, sustainability, water, wastewater, and sewer matters.
- Experience with energy procurement, power purchase agreements, renewable energy projects, energy performance contracts, distributed generation, storage, rate adjustments, utility supply and service agreements, water and sewer infrastructure, system capacity and expansion, interconnections, and related transactions.
- Demonstrated experience advising on applicable energy regulation, utility requirements, water and wastewater requirements, utility rates and charges, easements and rights-of-way, project development, financing, permitting, and contractual risk allocation.
- Experience advising on state and federal funding, incentive, rebate, credit, and grant programs applicable to energy, water, wastewater, sewer, and other utility infrastructure projects.

F. Commercial, Corporate and Transactional

- Demonstrated experience advising public entities, universities, or other institutional clients on complex commercial, corporate, and transactional matters.
- Experience drafting, reviewing, and negotiating sophisticated commercial agreements, including service agreements, licensing arrangements, technology and research agreements, partnerships, joint ventures, equity insurance and investment arrangements, and other strategic transactions.
- Demonstrated experience forming, structuring, and advising on corporate structures, business entities, venture funds, incubators, accelerators, and startup companies (including entities affiliated with public universities), governance arrangements, risk allocation, indemnification, insurance, intellectual property, and related transactional issues.
- Demonstrated experience advising on transactions involving faculty-, employee-, or institution-affiliated companies, including conflicts of interest, intellectual property rights, governance, valuation, risk allocation, and institutional participation.

G. Governance

- Demonstrated experience advising public entities, universities, boards, commissions, or other institutional governing bodies on governance, fiduciary, statutory, and organizational matters.
- Experience advising boards and senior leadership regarding authority, delegation, conflicts of interest, ethics, policies, bylaws, committee structures, and governance practices.
- Demonstrated experience interpreting statutes, regulations, governing documents, resolutions, policies, and other authorities applicable to public or nonprofit institutions.

H. UConn 2000 Related Finance

- Demonstrated experience providing public finance legal services to governmental entities, public universities, or other public issuers.
- Experience serving as specialized counsel in complex public finance transactions.
- Demonstrated expertise in federal and state securities laws, municipal disclosure requirements, and related regulatory matters.
- Demonstrated expertise in federal tax matters applicable to tax-exempt and taxable public financing transactions.
- Experience with complex financing structures and other sophisticated debt transactions.
- Demonstrated ability to work effectively with public-sector clients, financial advisors, underwriters, trustees, governmental officials, and other transaction participants.

QUESTIONS

Any potential respondent with questions regarding this RFP may submit written questions by email to gail.metsack@uconn.edu. Please use the subject line "UConn 2000 Legal Services RFP Question – [topic]." Questions will not be answered individually; responses to substantive questions will be posted or otherwise distributed to all potential respondents. Questions must be submitted by noon on **Monday, October 26, 2026**. Responses will be posted no later than 4:30 p.m. on **Friday, October 30, 2026**.

SUBMITTAL

All responses to this RFP must be received by the University no later than **Friday, November 13, 2026**, at 4:30 p.m. Responses should be submitted electronically to generalcounsel@uconn.edu. The University encourages minority-owned, women-owned, veteran-owned, small, disadvantaged, and other diverse businesses to submit proposals.

EVALUATION AND SELECTION PROCESS

This RFP constitutes an invitation to submit proposals and is not a request for competitive bids for services. The University makes no representation that any firm responding to this RFP will be selected or that a contract will be awarded.

The University may select firms in one or more practice areas based solely on written submissions or may identify firms for further consideration. Firms selected for further consideration may be asked to participate in interviews or presentations. The University may select multiple firms within a practice area and may select a firm for some, but not all, practice areas identified in its proposal.

If interviews or presentations are conducted, selected firms will be notified of the schedule and required participants. The University reserves the right to request additional information, clarifications, references, conflict disclosures, or fee information at any stage of the evaluation process.

EXPENSE, OWNERSHIP AND DISPOSITION

The University will not be responsible for any costs associated with the preparation or submission of a proposal, interview, presentation, negotiation, or other activity undertaken in response to this RFP. All proposals and materials submitted will become the property of the University upon receipt, subject to applicable law.

RIGHT OF REJECTION

The University reserves the right to reject any or all proposals, waive any informality or irregularity, request clarification or supplemental information, or elect not to award any contract. Receipt of proposals does not obligate the University to enter into a contract with any proposer.

UNIVERSITY RESERVATIONS

1. Submission of a proposal constitutes acknowledgment and acceptance of the terms and conditions of this RFP, except for any expressly identified exceptions.
2. The University reserves the right to revise this RFP prior to the deadline for submission.
3. The University reserves the right to extend the submission deadline. Firms may revise their proposals if the deadline is extended.
4. Late responses may be rejected. The University reserves the right to determine the timeliness of all submissions.
5. The University may waive informalities when doing so is in the University's best interest.
6. The University may withdraw this RFP at any time without prior notice and may reject any or all proposals.
7. The University may request revised or supplemental proposals from one or more firms.
8. The University makes no representation that any contract will be awarded to any firm responding to this RFP.
9. The University reserves the right to verify any information contained in a proposal, including qualifications, references, conflicts, rates, and representative matters.
10. All proposal preparation and presentation costs are the responsibility of the proposer. The University will not be liable for pre-contractual expenses.
11. Proposals and the offers contained therein will remain valid for 120 days from the submission deadline unless otherwise agreed by the University.
12. This RFP and any response, or portions thereof, may be incorporated into a final contract.
13. The University reserves the right to negotiate the terms and conditions of any resulting contract. The final contract may contain additional or different terms from those stated in this RFP.

Thank you,
Nathan P. LaVallee
Deputy General Counsel

SCHEDULE A

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE UNIVERSITY OF CONNECTICUT
AND

[FIRM]

This Agreement, effective on the ___day of January, 2027, by and between the UNIVERSITY OF CONNECTICUT (hereinafter referred to as "UNIVERSITY"), duly authorized pursuant to *Conn. Gen. Stat.* §10a-109n(e)(4)(F), with an office at 343 Mansfield Road, Storrs, CT 06269-1177, and [FIRM] (hereafter referred to as the "FIRM"), with a principal place of business at _____.

W I T N E S S E T H:

WHEREAS, the UNIVERSITY is authorized, pursuant to Connecticut General Statutes § 10a-109n (e) (4) (F), to engage outside counsel to provide legal services for UConn 2000 Act matters;

WHEREAS the UNIVERSITY requires the professional services of legal counsel to assist in representing its interests with respect to the matters described below; and

WHEREAS, the UNIVERSITY has determined that the engagement of outside counsel with particular expertise is warranted; and

NOW THEREFORE, in consideration of these promises 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 provided will be those requested by the UNIVERSITY. The specific services to be provided for a particular project or matter may be further defined in correspondence between the Office of the General Counsel and the FIRM. The general subject matter of the services which the UNIVERSITY expects to request from the FIRM may include one or more of the following:

[_] Real Estate

[Description of Scope to be added upon completion of negotiations]

[_] Environmental

[Description of Scope to be added upon completion of negotiations]

[_] Construction and Contracting

[Description of Scope to be added upon completion of negotiations]

[_] Claims, Litigation and Dispute Resolution

[Description of Scope to be added upon completion of negotiations]

[_] Energy and Utilities

[Description of Scope to be added upon completion of negotiations]

[_] Commercial, Corporate and Transactional

[Description of Scope to be added upon completion of negotiations]

[_] Governance

[Description of Scope to be added upon completion of negotiations]

[_] UConn 2000 Related Finance

[Description of Scope to be added upon completion of negotiations]

1.2 In performing the services, the FIRM will perform the following activities as part of, or in support of the services:

(a) Research, investigate, review and analyze all information necessary to carry out all Services;

(b) Negotiate, prepare and revise all agreements and other documents necessary for the performance of the services;

(c) Be available upon the reasonable request of the UNIVERSITY to consult with the officers and employees of the UNIVERSITY, and with any other group or person designated by the UNIVERSITY;

(d) Assist the UNIVERSITY in dispute resolution. With the approval of the UNIVERSITY, negotiate and engage in mediation, arbitration and litigation with any parties necessary to carry out the Services;

(e) Make all court appearances and filings and represent the UNIVERSITY in all actions, pending or threatened, suits, claims, investigations, legal, administrative, mediation or arbitration proceedings, whether at law or in equity in any forum (collectively, "Actions") as directed by the UNIVERSITY;

(f) Hire and consult with expert witnesses, consultants, mediators and investigators as may be reasonably and necessarily required and as approved by UNIVERSITY subject to the following requirements and limitations:

(1) Terms of subcontracts over five thousand dollars ($5,000.00) must be approved in writing and in advance by the UNIVERSITY. In requesting

approval, FIRM must provide the basis for its recommendation that the subcontractor be retained and justification for the recommended subcontractor's proposed rates and reimbursements.

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

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

(g) Provide all necessary paralegal and clerical support; and

(h) Prepare and keep current a synopsis of relevant research, processes and procedures developed during the course of FIRM's performance under this Agreement in a format that is easily accessible to the UNIVERSITY as directed by the Office of the General Counsel.

1.3 The FIRM shall notify the UNIVERSITY of all Connecticut Continuing Legal Education ("CLE") programs offered by the FIRM. In addition, at least once every two (2) years, the FIRM shall provide, at no cost to the UNIVERSITY, a minimum of one (1) hour of legal training or workshop on a topic mutually agreed upon by the parties.

SECTION 2: AGREEMENT ADMINISTRATION

2.1 The person in charge of administering this Agreement on behalf of the UNIVERSITY shall be the General Counsel, or his successor in function, whose address and telephone number are as follows:

NAME:	NATHAN P. LAVALLEE
TITLE:	DEPUTY GENERAL COUNSEL
AGENCY:	UNIVERSITY OF CONNECTICUT
ADDRESS:	343 Mansfield Road, U-1177 Storrs, CT 06269-1177
TELEPHONE:	(860) 486-5796
E-MAIL:	nathan.lavallee@uconn.edu

2.2 The person in charge of administering this Agreement on behalf of the FIRM shall be _____, whose title, address, office telephone, cell phone, fax number and e-mail are as follows:

NAME:
TITLE
FIRM
ADDRESS

OFFICE TELEPHONE
CELL PHONE
E-MAIL

SECTION 3: COMPENSATION AND REIMBURSEMENT

3.1 The UNIVERSITY agrees to compensate the FIRM for Services in accordance with the following rate schedule but not to exceed $_____for the initial term of this Agreement.

(a) Rate Schedule:

Position	**Hourly Rate**
Partner	$ [•]
Special Counsel	$ [•]
Associate	$ [•]
Paralegal	$ [•]

The hourly rates listed above shall be charged only for actual time spent rendering such services; the FIRM shall not "round off" time. The time spent rendering services shall be billed to the tenth part of an hour. The UNIVERSITY shall not be charged for any other time expended by the FIRM during travel, overnight stays, or the like associated with the performance of the services.

(b) Alternative Fee Arrangements:

Upon a determination by the UNIVERSITY that an alternative fee arrangement ("AFA") for specified services will be more advantageous to the UNIVERSITY than use of the hourly rates set forth in this Agreement, the UNIVERSITY and the FIRM may agree to such AFA for a specified service, provided that no such AFA may be agreed to between the UNIVERSITY and the FIRM unless the agreement is in writing, for each specific assignment. AFAs may include, but are not limited to, a fixed fee, a not-to-exceed fee, a blended hourly rate, a volume discount or other arrangement.

3.2 Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the General Counsel. Billings are to be submitted on a monthly basis to General Counsel, University of Connecticut, 343 Mansfield Road, Unit 1177, Storrs, CT 06269- 1177. 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, and the name and position of the person(s) rendering the Service. More specifically, each invoice must include a timekeeper recap for hourly billing arrangements naming each timekeeper, their rate and the total charges for that timekeeper and the total for all timekeepers. Provided, however, if the UNIVERSITY and the FIRM have agreed to a fixed fee or other billing arrangement not based on hourly rates, the UNIVERSITY may waive the requirement for hourly detail.

Each monthly invoice shall also be accompanied by a brief cover letter summarizing the Services performed during the billing period, the current status of the matter, and a project financial recap setting forth: (i) the total approved budget for the project; (ii) amounts previously billed, itemized by fees and expenses; (iii) the amount of the current invoice, itemized by fees and expenses; and (iv) the remaining available balance, calculated as (i) minus the sum of (ii) and (iii).

The General Counsel may, prior to authorizing payment under this Section, require the FIRM to submit such additional accounting and information as the General Counsel deems necessary or appropriate. The FIRM shall not be compensated for any time spent preparing any billing documentation, including but not limited to such documentation and accompanying memoranda required by subsections 3.2, 3.3, 3.5, 3.6, 3.10, and 9.3. Notwithstanding the foregoing, the FIRM is entitled to reasonable compensation for meetings with the General Counsel or other UNIVERSITY officials to determine an appropriate budget.

3.3 Within twenty days of receiving an assignment, the FIRM shall submit to the General Counsel for approval, a projected plan and assignment budget for the matter containing, but not limited to, a brief statement of the case or matter, a description of the nature and scope of the various phases of the Services expected to be performed, an estimate of the cost of the work broken down into the various phases of the Services, and an estimate of the time required to successfully complete the Services. Prior to effecting, undertaking or initiating a material change in the Service, the FIRM shall submit to the General Counsel for approval, a revised projected plan and budget that reflects the changes to the existing projected plan and budget. If the revised projected plan and budget contains a projected cost exceeding the amount contained in the budget, the FIRM shall consult with the General Counsel, for the purpose of: (1) revising the scope of services; (2) revising the maximum compensation amount; (3) some combination thereof; or, (4) other action permitted under this Agreement or any agreed-upon amendment. The General Counsel, in his or her sole discretion, may require revisions, supplements and modifications of the projected plan and budget from time to time. The FIRM will not be compensated for the preparation, amendment, or modification of said projected plan and budget.

3.4 The UNIVERSITY agrees to reimburse the FIRM for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, long-distance telephone calls, professional printing, and transcript or deposition costs. The UNIVERSITY shall not reimburse the FIRM for any overhead-related expenses, including, but not limited to, the costs of photocopying or facsimile transmissions, the services of secretarial, clerical, proofreading or library staff, or meals. The UNIVERSITY shall not reimburse the FIRM for computerized legal research except in accordance with Section 3.5 hereof. The UNIVERSITY shall not reimburse the FIRM for transportation costs or expenses unless they are approved in advance and in writing by the General Counsel. Normally in-state mileage and transportation will not be reimbursed. The FIRM shall be reimbursed for reasonable expenses for interstate state transportation (specifically excluding first class airfare), and reasonable lodging and meals associated with overnight travel provided such expenses comport with the UNIVERSITY'S travel policy and are approved in advance and in writing by the General Counsel.

3.5 The FIRM shall not be compensated for time spent on background or elementary legal research or any legal training without the prior written consent of the General Counsel. Charges for any other legal research must be accompanied by a detailed description setting forth the purpose of the research and summarizing its nature. Prior to undertaking research that utilizes WESTLAW or LEXIS or any

other similar legal research database or service, the prior written approval of the General Counsel is required if FIRM intends to seek reimbursement of any attendant costs from the UNIVERSITY. Any written material produced as a result of such research must be submitted to the General Counsel or his or her designee. The General Counsel shall have the final decision in all disputes between the parties to this Agreement under this subsection.

3.6 The FIRM shall not be compensated for time spent in consultation with any attorney or other employee of the UNIVERSITY concerning the administration of this Agreement and/or issues relating to billing. Compensation for time spent by attorneys of the FIRM communicating with other attorneys within the FIRM shall be limited to those instances when collaboration between attorneys is expected to be of benefit to the UNIVERSITY. These charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details. The General Counsel shall make the final determination, in his or her sole discretion, as to the adequacy of such description.

3.7 Notwithstanding the provisions of Section 3.6 hereof, absent the prior written consent of the General Counsel, the FIRM shall not be compensated for the attendance or participation of more than one attorney representing the UNIVERSITY in connection with any Action. Where more than one attorney has attended or participated in any Action without the prior written consent of the General Counsel, the FIRM shall be compensated for the time of the most senior attorney in attendance.

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

3.9 The General Counsel shall approve for payment all undisputed costs, as soon as the invoice and accompanying documentation can properly be processed. All costs and expenses shall be billed and paid at actual cost without markup.

3.10 The FIRM shall maintain accurate records and accounts of all expenditures made 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 subsection 8.4, hereof, and maintained and made available and furnished upon request to the General Counsel until three (3) years after the termination of this Agreement.

3.11 The UNIVERSITY shall have the right, without the need of prior notice to the FIRM, to substitute an Associate or Assistant Attorney General or a University attorney for the FIRM on any facet or aspect of the Services when the General Counsel, in his or her sole discretion, finds that such a substitution would best serve the interests of the UNIVERSITY.

3.12 Compensation and reimbursement provided under this Section 3 constitutes full and complete payment for all costs and expenses incurred or assumed by the FIRM in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by the UNIVERSITY.

SECTION 4: TERMINATION OF AGREEMENT BY THE UNIVERSITY

4.1 The UNIVERSITY, on written notice, may immediately suspend, postpone, abandon, or terminate this Agreement, or any matter assigned the FIRM under this Agreement, at any time and for any reason, including convenience, and such action shall in no event be deemed to be a breach of contract.

4.2 Upon receipt of written notification from the General Counsel of termination, the FIRM shall immediately cease to perform the Services, subject to the approval of the Court in litigation matters. The FIRM shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in his possession or custody, and shall transmit the same to the General Counsel as soon as possible and, for ongoing matters, no later than the fifteenth day following the receipt of the above written notice of termination, and the sixtieth day for all other matters, together with a description of the cost of the Services performed up to and including the date of termination.

SECTION 5: TERMINATION OF AGREEMENT BY THE FIRM

5.1 The FIRM, on thirty (30) days prior written notice to the General Counsel, may terminate this Agreement, subject to the approval of the Court in litigation matters.

5.2 If the FIRM terminates this Agreement for any reason other than a breach by the UNIVERSITY, the FIRM shall be liable to the UNIVERSITY for the fees and expenses incurred by the UNIVERSITY in engaging replacement counsel on any pending matter for which FIRM is actively engaged in performing Services and bringing such firm up to speed on such matter. For purposes of this paragraph, FIRM will be considered “actively engaged” in all matters of pending litigation, arbitration and/or mediation.

5.3 On the effective date of termination, the FIRM shall immediately cease to perform the Services. The FIRM shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall deliver the same to the General Counsel on or before the fifteenth day following the transmittal of the written notice of termination for ongoing matters, and the sixtieth day for all other matters, together with a description of the cost of the Services performed up to and including said date of termination.

SECTION 6: SETOFF

In addition to all other remedies that the UNIVERSITY may have, the UNIVERSITY, in its sole discretion, may setoff (1) any costs or expenses that the

UNIVERSITY incurs resulting from the FIRM's unexcused non-performance under the Agreement and under any other agreement or arrangement that the FIRM has with the UNIVERSITY and (2) any other amounts that are due or may become due from the UNIVERSITY to the FIRM, against amounts otherwise due or that may become due to the FIRM under the Agreement, or under any other agreement or arrangement that the FIRM has with the UNIVERSITY. The UNIVERSITY's right of setoff shall not be deemed to be the UNIVERSITY's exclusive remedy for the FIRM breach of the Agreement, all of which shall survive any setoffs by the UNIVERSITY.

SECTION 7: TIME OF PERFORMANCE

7.1 The FIRM shall perform the Services at such times and in such sequence as may be reasonably directed by the General Counsel.

7.2 This Agreement will run from its effective date for an initial term of four (4) years with an option to extend, by mutual consent, for up to three (3) additional one (1) year periods for a total of seven (7) years. Said extension(s) will be effectuated by written amendments to this Agreement, executed by both parties.

SECTION 8: REPRESENTATIONS AND WARRANTIES

The FIRM represents and warrants to the UNIVERSITY that:

8.1 The FIRM has duly authorized the execution and delivery of this Agreement and the performance of the contemplated Services;

8.2 The FIRM will comply with all applicable State, federal and local laws in satisfying its obligations to the UNIVERSITY under and pursuant to this Agreement;

8.3 The execution, delivery and performance of this Agreement by the FIRM will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or judicial department; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

8.4 The FIRM 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 FIRM shall insure that all confidential or privileged records are kept in secured areas and shall take reasonable precautions to protect the records in its custody from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.

8.5 The FIRM shall not represent any other client if such representation would result in a conflict of interest or otherwise violate or potentially violate Rules 1.7 through 1.9 of the Rules of Professional Conduct, as they may be amended from time to time. The FIRM will perform a detailed conflict of interest

check prior to performing any services under this Agreement on or before the effective date of this Agreement and shall report the result thereof to the General Counsel. The Firm will also perform a conflict of interest check each time the University requests the FIRM to provide legal services on a new matter and report any actual or potential conflicts to the General Counsel.

In the event the General Counsel determines that the FIRM'S representation of any client constitutes a conflict of interest, as described above, the FIRM shall, within five (5) days of the receipt of notice by the General Counsel to the FIRM, propose a plan to resolve the conflict so that the FIRM may represent the UNIVERSITY without violating or potentially violating Rules 1.7 through 1.9 of the Rules of Professional Conduct, as they may be amended from time to time.

When there is a disagreement between the parties to this Agreement as to whether or not the FIRM has, or may in the foreseeable future have, a conflict of interest as described above, the General Counsel's determination shall be final and dispositive of the issue, subject to the requirements of law and Rules of Professional Conduct.

The UNIVERSITY reserves the right to decline to assign a matter or terminate a matter or this Agreement under Section 4.1 hereof if the UNIVERSITY determines that the position taken by the FIRM on behalf of another client is not consistent with the best interests of the UNIVERSITY even if there is not a violation of Rules 1.7 through 1.9 of the Rules of Professional Conduct.

8.6 Unless the General Counsel designates otherwise in writing, all information or data, in any form, and all papers, recordings, documents and instruments generated or collected by the FIRM, or any subcontractor, in the scope of his work under this Agreement shall be deemed to be the exclusive property of the UNIVERSITY and the UNIVERSITY shall own all rights, including but not limited to, intellectual property rights, including copyright and trademark rights, in those items.

8.7 The FIRM may not enter into or retain any business relationships or enterprise in which an employee of the UNIVERSITY holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the General Counsel.

8.8 The FIRM acknowledges that the UNIVERSITY has relied upon all of FIRM's representations in its Proposal in response to the UNIVERSITY'S Solicitation for Outside Legal Counsel concerning this matter.

SECTION 9: STATUS REPORTS AND RECORDS

9.1 Upon written or oral request by the General Counsel, the FIRM will promptly report on the status of the Services performed, including, but not limited to, problems, strategy, analysis and the like.

9.2 The above-described reports shall be provided in writing or orally, as directed by the General Counsel's Office.

9.3 The FIRM, upon the request of the General Counsel, shall give to the General Counsel, for the UNIVERSITY's permanent records, all original documentation, or, in the sole discretion of the General Counsel, copies thereof, filed in, or arising out of, the FIRM's performance of the Services. FIRM shall otherwise maintain all original documentation, or copies thereof in the manner specified in subsection 8.4, for a period of three (3) years after the termination of this Agreement.

SECTION 10: INSURANCE

10.1 The FIRM shall secure and maintain, at no cost or expense to the UNIVERSITY, a professional liability insurance policy in a form acceptable to the UNIVERSITY, in the minimum amount of Five Million Dollars. This policy shall insure the FIRM against Actions, damages, and costs resulting from negligent acts, errors, and omissions in the work performed by the FIRM on and after the effective date of, and under the terms of, this Agreement. The FIRM shall be liable, to the extent of any deductible amount.

10.2 No later than the effective date of this Agreement, the FIRM shall furnish to the UNIVERSITY on a form or forms acceptable to the General Counsel, a Certificate of Insurance, and amendment(s) thereto, fully executed by an insurance company or companies satisfactory to the UNIVERSITY, for the insurance policy or policies required pursuant to subsection 10.1, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

SECTION 11: INDEMNIFICATION

11.1 The FIRM shall indemnify, defend and hold harmless the UNIVERSITY, and its successors and assigns, from and against all actions (pending or threatened and whether at law or in equity) in any forum, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees and other professionals' fees, resulting from (1) misconduct or negligent or wrongful acts (whether of commission or omission) of the FIRM or any of its members, directors, officers, shareholders, representatives, agents, servants, employees or other persons or entities under the supervision or control of the FIRM while rendering professional services to the UNIVERSITY under this Agreement, or (ii) any breach or non-performance by the FIRM of any representation, warranty, duty or obligation of the FIRM under this Agreement ((i) and (ii), each and collectively, the "Acts"). The FIRM shall use counsel acceptable to the UNIVERSITY in carrying out its obligations under this Section. The FIRM's obligations under this Section 11 to indemnify, defend and hold harmless the UNIVERSITY 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 this Agreement.

11.2 The FIRM shall not use, raise or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any claim against the FIRM arising out of the work performed under this Agreement, or as a defense in any claim, unless specifically authorized to do so in writing by the General Counsel.

SECTION 12: CHANGES TO THIS AGREEMENT

12.1 The terms of this Agreement may be amended only by mutual consent of the parties, effectuated by an Amendment in writing and executed by the parties to this Agreement and approved by the Office of the Attorney General. For purposes of this Section 12, an exchange of emails is not sufficient.

12.2 Any and all amendments, changes, extensions, revisions or discharges of this Agreement, in whole or in part, on one or more occasions, shall not be invalid or unenforceable due to lack of or insufficiency of consideration.

SECTION 13: REQUIRED PERSONNEL/EQUIPMENT

13.1 On or before the effective date of this Agreement, the FIRM 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 reasonably necessary or appropriate to fully perform the Services to the satisfaction of the UNIVERSITY.

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

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

SECTION 14: STATE OF CONNECTICUT MANDATORY TERMS

The Mandatory State of Connecticut Terms and Conditions are hereby incorporated by reference and made available on-line, as of the date of execution of this Agreement at: https://uconncontracts.media.uconn.edu/wp-content/uploads/sites/458/2025/09/State-Terms-Conditions-10-1-2025.pdf.

SECTION 15: CONFIDENTIALITY

All of the reports, information, data, and other papers and materials in whatever form prepared or assembled by the FIRM under this Agreement are confidential and may be privileged. The FIRM shall not make them available to any individual or organization without the prior written approval of the General Counsel.

SECTION 16: MISCELLANEOUS

16.1 The parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Agreement.

16.2 This Agreement incorporates all the understandings of the parties and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, and no alteration, modification or interpretation of this Agreement shall be binding unless in writing and duly executed by the parties.

16.3 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.

16.4 The waiver of a term or condition by the General Counsel shall not: (i) entitle the FIRM to any future waivers of the same or different terms or conditions; (ii) impose any duties, obligations or responsibilities on the UNIVERSITY, not already in the Agreement, as amended, modified or superseded; or (iii) subject the UNIVERSITY to any Claims.

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

16.6 Nothing in this Agreement shall be construed as a waiver or limitation of sovereign immunity by the State or the UNIVERSITY.

16.7 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 Federal Express, UPS or similar overnight express service, in either case addressed as follows:

16.7.1 ***If to the FIRM***: the Firm Administrator, as set forth in subsection 2.1, or in each case to such other address as either party may from time to time be designated 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.

16.7.2 ***If to the UNIVERSITY***: the General Counsel, as set forth in subsection 2.1, or in each case to such other address as either party may from time to time be designated 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.

16.8 Where this Agreement provides that a decision, determination or act shall be at the direction of, to the satisfaction of, or by the General Counsel, or

contains similar language, such decision, determination, act or discretion, as with all other acts and conduct of both parties in connection with this Agreement, shall be exercised reasonably and in good faith.

16.9 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.

16.10 Time is of the essence in this Agreement.

16.11 If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the FIRM or the UNIVERSITY, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

16.12 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.

16.13 When this Agreement provides for written approval by the General Counsel, unless otherwise specified, an exchange of emails will satisfy this requirement. Actions required to be taken by the General Counsel may be taken by a designee of the General Counsel.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

[FIRM]:

_____ By: _____

DATE

UNIVERSITY OF CONNECTICUT

_____ By: _____

DATE