



OFFICE OF THE ATTORNEY
GENERAL
STATE OF OKLAHOMA

**REQUEST FOR PROPOSAL
LEGAL SERVICES – INSULIN PRICING**

Solicitation#: OAG-2024-1		Solicitation Issue Date: 1/4/2024			
DUE DATES AND TIME (CENTRAL STANDARD TIME):					
Bid Response: 5:00 p.m. on 1/26/2024 ¹					
Questions: rob.johnson@oag.ok.gov					
SOLICITATION TYPE:					
<input checked="" type="checkbox"/>	Request for Proposal	<input type="checkbox"/>	Request for Quote	<input type="checkbox"/>	Invitation to Bid
RETURN SEALED BID TO: rob.johnson@oag.ok.gov			OAG Point of Contact/Contracting Officer Name: Rob Johnson Email: rob.johnson@oag.ok.gov Phone No. 405-521-3921		

¹ Amendments may change the Bid Response Due Date (read “Amendments” in these Instructions)

Office of the Oklahoma Attorney General Bid Instructions

The Office of the Attorney General (“OAG”), in accordance with 74 O.S.Supp.2022, § 20i, hereby gives notice that it is issuing this request for proposals (“RFP”) for outside counsel to investigate and potentially pursue legal action related to wrongful conduct on the part of insulin manufacturers and pharmacy benefit managers that resulted in artificial and unnecessary increases in the price of insulin. Insulin is a hormone that is critical to controlling blood sugar levels and treating diabetes, which affects nearly 13% of Oklahoma’s adult population. Pursuant to 74 O.S.Supp.2022, § 20i(K)(2), OAG is soliciting proposals on either an hourly or contingency basis, or a combination thereof.²

Any law firm or lawyer is eligible to respond, provided the law firm or lawyer has been approved by the Attorney General according to 74 O.S.2021, § 20i and meets all requirements set forth in that section.

Information related to the Bid submission process is contained in these Instructions. **Prospective respondents are urged to read the documents provided by the OAG and these Instructions carefully. Failure to do so shall be at the Respondent’s risk.**

1 Definitions

The following terms, when used in these Instructions, shall have the following meanings:

- 1.1 **Alternate Bid** means a Bid which contains an intentional substantive variation to a basic provision, specification, term, or condition.
- 1.2 **Amendment** means a written change, addition, correction, or revision to terms, conditions, or requirements by the OAG.
- 1.3 **Bid** means an offer a Respondent submits in response to the Solicitation.
- 1.4 **Respondent** means an individual or business entity that submits a Bid in response.

² This solicitation is not made pursuant to the provisions of the Central Purchasing Act or other Oklahoma purchasing statutes, rules or procedures.

2 Instructions Compliance

Compliance with these Instructions is material to the determination of whether a Bid is responsive. Terms, requirements, and specifications may be stated or phrased differently than in a previous solicitation irrespective of past interpretations, practices, or customs. Bid requirements are altered only by written Amendment, and verbal communications from any source whatsoever are of no effect. In no event shall the Respondent's failure to read and understand a term, condition, or requirement in any of the documents provided by the OAG constitute grounds for a claim after an award to a successful Respondent has been made.

3 Communications and Questions

The Contracting Officer listed on the Instructions Cover Page is the only individual the Respondent should contact, or communicate with, regarding any questions or issues with the Bid. Failure to comply with this requirement may result in the Bid being considered non-responsive or not considered for further evaluation.

3.1 Questions should be concise, identify the relevant document, include specific section references, and avoid use of tables or special formatting (use simple lists).

3.2 The OAG reserves the right, at its sole discretion, to request clarifications of Bid information or to conduct discussions for the purpose of clarification with any or all Respondents. The purpose of any such discussion shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Respondent(s) shall submit such clarifications in writing to the Contracting Officer. Respondent answers that are outside scope of the clarification questions shall be disregarded. Oral explanations or instructions provided to a potential Respondent are not binding.

4 Amendments

4.1 Any Amendment shall be set forth at the same online link as the Solicitation.

4.2 It is the Respondent's responsibility to check the OAG's website frequently for any possible Amendments that may be issued. The OAG is not responsible for the Respondent's failure to download any amendment documents required to complete a Bid.

5 Confidentiality Request

Unless otherwise specified in the Oklahoma Open Records Act or other applicable law, documents and information a Respondent submits as part of or in connection with a Bid may be public records and subject to disclosure. All material submitted by a Respondent becomes the property of the OAG.

6 Award of Contract

6.1 Subsequent to the evaluation of all submitted bids, as provided herein, the OAG will notify the successful Respondent, if any, and if so notified, the parties will execute a contract (the “Contract”) with agreed upon terms, a generalized template of which is found at Attachments “A” or “B.”

6.2 Prior to award, the OAG may choose to request information from the Respondent to demonstrate its financial status and performance. If the Respondent is a subsidiary of another entity, tax returns for the last three years for the parent company may also be required. The OAG reserves the right, in its sole discretion, to determine a Respondent’s financial status and to withhold the award from a Respondent who is not deemed financially responsible.

6.3 At its sole discretion, the OAG may elect to not award a contract to any Respondent and may elect to solicit additional proposals for legal services or initiate litigation itself.

7 Bid Structure

7.1 Preparation of Bid

- A.** The Bid is required to be structured into separate, labelled, and easily identifiable sections. The Bid should not contain duplicative content.
- B.** The Bid will be evaluated using best value criteria, based on the following:
 - a.** Price;
 - b.** Quality;
 - c.** Experience and expertise of key personnel;
 - d.** Capacity and ability;

- e.** Use of experts to provide data regarding claims of artificial inflation of prices, specifically pharmaceutical marketing;³ and
- f.** Interview (finalists only), at discretion of OAG.

C. The Bid shall show the ability of the Respondent to meet or exceed the following mandatory specifications:

- a.** Technical proposal addressing the proposed scope of work to be performed, including but not limited to:
 - i.** Evaluation and consideration of potential causes of action, defendants, and a damages model;
 - ii.** Development of a successful legal strategy that focuses first and foremost on the best possible outcome for Oklahoma citizens;
 - iii.** Pre-litigation;
 - iv.** Litigation, including venue and appeals;
 - v.** Litigation support;
 - vi.** Anticipated need for expert witnesses and any outsourcing of work;
 - vii.** Settlement;
 - viii.** Post-litigation; and
 - ix.** Regular reporting and communication with the OAG, including designated representatives.
- b.** Pricing, which shall be proposed for all services, staff levels and scenarios (jury award, settlement, etc.) and include options relating to contingency and billable hourly rates, separately or in combination, that comply with the requirements of [74 O.S. § 20i](#).
- c.** Three (3) business references are required to establish that a Respondent has successful implementation experience.
- d.** Law firm or practice information, including:
 - i.** Length of time the Respondent has been in business;
 - ii.** A brief description of the firm or practice;
 - iii.** Firm or practice size and organization;

³ To the extent a third-party vendor shall be used to provide data and/or data expertise, OAG may elect to enter into a sole source contract with such vendor separate and apart from the contract resulting from OAG-2024-01.

- iv. Whether the Respondent is currently engaged in litigation against the OAG, and if so, information pertaining to the case (case number, venue, causes of action, etc.);
 - v. The core competency of the Firm or practice, including the relevant experience and expertise of each member, shareholder, director or employee who will work on the project, if awarded, and any matter relating to this solicitation;
 - vi. Information regarding representation of other governmental plaintiffs in related or similar litigation, if applicable;
 - vii. Relevant experience, including work relating to this solicitation and any contracts the Respondent has been awarded by a governmental entity in the last three (3) years;
 - viii. Number of employees allocated strictly for research, litigation and support (separately);
 - ix. Number of clients;
 - x. Average client size (i.e., employee count);
 - xi. Relevant instances where the Respondent's services have been deployed; and
 - xii. Instances where the Respondent's contract with a governmental entity was terminated for failure to perform.
- e. Any activity or interest that conflicts or may conflict with the best interest of the OAG.

8 Submission of Bid

8.1 IT IS SOLELY THE RESPONDENT'S RESPONSIBILITY TO SUBMIT INFORMATION IN THE BID AS REQUESTED. A submitted Bid is rendered as a legal offer and is required to be in strict conformity with these Respondent Instructions.

8.2 A Bid shall be submitted via email solely to rob.johnson@oag.ok.gov. Please note that it is possible a Respondent's email system may have limitations on the size of outgoing email attachments and plan accordingly for the entire Bid to be received by the Bid Response Due Date and Time. The OAG is not responsible for incorrect link

information or its inability to access a submitted Bid. Receipt of the Bid by the OAG is the responsibility of the Respondent.

- 8.3** Bids shall remain a firm offer for a minimum of one hundred twenty (120) days after the Bid Response Due Date.
- 8.4** Unless specified otherwise, a Respondent shall submit a firm, fixed price for the term, including optional renewal terms, of the Contract. The Respondent guarantees unit prices to be correct. Pursuant to 74 O.S.Supp.2022, § 20i, no proposal for contingency-fee based compensation shall exceed the statutory limits as set forth in Attachment 1, Appendix 2.
- 8.5** All travel expenses to be incurred by Respondent in performance of the Contract shall be included in the total Bid price. Travel expenses include, but are not limited to, transportation, lodging, and meals.
- 8.6** All costs incurred by the Respondent for Bid preparation and participation shall be the sole responsibility of the Respondent and the Respondent shall not be reimbursed for any such costs. By submitting a Bid, Respondent agrees not to make any claims for damages or have any rights to damages in connection with the Bid.
- 8.7** After review of a Respondent's submitted documents and information, the OAG may require additional terms for a Bid in which OAG or citizen data will be accessed, processed, stored, or transmitted.
- 8.8** Each Bid is required to include relevant information for a designated contact to receive notice, approvals, and requests.

9 Bid Withdrawal, Bid Change, and Alternate Bid

- 9.1** If the Respondent wishes to withdraw a Bid prior to the Bid Response Due Date and Time, the Respondent shall submit a written withdrawal request at the email address listed in Section 8 above.
- 9.2** Except as requested by the OAG, a Bid may not be changed after the Bid Response Due Date and Time. If the Respondent needs to change a submitted Bid prior to the Bid Response Due Date and Time, the Respondent shall withdraw the originally submitted Bid and a new Bid shall be submitted to the OAG by the Bid Response Due Date and Time and

include the following statement on the superseding Bid cover page: **“THIS BID SUPERSEDES THE BID PREVIOUSLY SUBMITTED.” “SUPERSEDING BID” MUST APPEAR IN THE SUBJECT LINE OF THE EMAIL TRANSMITTING THE NEW BID.**

10 Bid Rejection

- 10.1** The Respondent’s failure to submit required information may cause its Bid to be rejected. Additionally, a Bid received after the Bid Response Due Date and Time **SHALL BE DEEMED NON-RESPONSIVE AND SHALL NOT BE CONSIDERED.**
- 10.2** A Bid may be rejected when the Respondent imposes terms or conditions that would modify requirements.
- 10.3** Attempts to impose unacceptable conditions on the OAG or impose alternative terms not in the best interest of the OAG may result in rejection of the Bid even if it was initially determined to be responsive or the OAG may cease any negotiations regarding the Bid.
- 10.4** Whenever the terms “shall”, “must”, “will”, or “is required” are used, the specification being referred to is a mandatory specification. Failure to meet any mandatory specification may cause rejection of a Bid.
- 10.5** Whenever the terms “can”, “may”, or “should” are used, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

11 Evaluation

- 11.1** A responsive Bid will proceed to the evaluation process. Any contract award for legal representation by one or more private attorneys or firms that the OAG elects to make shall be made using the criteria established in this request for proposal and shall be based on the response to the request which is the most economical and provides the most competent service which furthers the best interests of the OAG. Most economical and most competent shall not be construed to mean the least expensive proposal.
- 11.2** Respondent’s past performance as a supplier to a governmental agency may be considered when evaluating a Bid.

ATTACHMENT A
CONTRACT FOR LEGAL SERVICES
CONTINGENCY-FEE BASED

This Contract (the “Contract”) for Legal Services is entered into and made effective this _____ day of _____, 2024, by and between the Office of the Attorney General (“Attorney General”), on behalf of the State of Oklahoma (“State”), and _____. (“Law Firm”).

WHEREAS, the Attorney General is the chief law officer of the State and is vested with the constitutional and statutory authority, obligation, and responsibility to represent the interests of the State and its instrumentalities and offices in any and all proceedings and matters; and

WHEREAS, the Attorney General requested proposals from law firms in and out of state;

WHEREAS, on review, the Attorney General determined that Law Firm’s proposal provided the State is the most economical and most competent; and

WHEREAS, Law Firm represents that it has the necessary expertise and experience to perform its obligations hereunder; and

WHEREAS, the Attorney General believes it to be in the best interest of the State and/or the people of the State that the Attorney General retain and hire the Law Firm to assist and supplement the Attorney General’s efforts of certain claims on behalf of the State as described in Appendix 1; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

SECTION I. DUTIES AND RESPONSIBILITIES OF LAW FIRM

1. Services. Law Firm shall provide services for the Attorney General as described in Appendix 1. Law Firm will perform all services in a professional and workmanlike manner in accordance with applicable professional standards and shall re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after the work is performed at no cost. The Attorney General may request the replacement of any individuals assigned to this Contract in the event the Attorney General is dissatisfied with the work product or working relationship.
2. Standard of Care. Law Firm shall discharge its duties under this Contract with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent professional acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, and in accordance with the provisions of this Contract.
3. Timely Performance of Services. Law Firm shall provide timely updates for the Attorney General to participate in significant decisions regarding legal strategy. The Attorney General

must be provided sufficient time to review drafts of all significant documents, including pleadings, motions, and briefs that will be provided to third parties on the State's behalf. Law Firm shall seek and receive approval from the Attorney General for all significant documents, including pleadings, motions, and briefs before they are provided to third parties.

4. Consultation. Law Firm shall consult with and keep the State fully informed as to the progress of all matters covered by the Contract, including regular status meetings as requested by the Attorney General. Law Firm shall consult and cooperate with and shall be responsible directly to the Attorney General and other officials as designated by the Attorney General on all matters of strategy and tactics. The duty of Law Firm shall be to advise, counsel, and recommend actions to the State through the Attorney General, the Office of the Attorney General, or the other officials designated by the Attorney General, and to carry out its directions to the best of its ability. Law Firm will not file suit, or make any offer, settlement, or compromise without the written consent of the Attorney General. Law Firm shall offer the Attorney General or his designee(s) the opportunity to review and revise court documents and briefs prior to filing same. Law Firm shall promptly furnish the Attorney General with copies of all correspondence and all court documents and briefs prepared in connection with the services rendered under the Contract and such additional documents as may be requested by the Attorney General. Law Firm shall make its entire work product prepared in connection with the services rendered under this Contract, and other parties' pleadings, discovery, correspondence, and other relevant documents and materials, available to the Attorney General in .pdf or another format acceptable to the Attorney General.
5. Availability of Records & Audit. Law Firm shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of the services for a period of five (5) years from the ending date of this Contract. All files and records created or maintained in Law Firm's representation of the State are property of the Attorney General, though the law Firm may retain a copy of the files and records as part of its client file. Upon reasonable notice, the Attorney General, the State Auditor & Inspector's Office, the State Purchasing Directors, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to charges to the State hereunder for purpose of audit and examination, at Law Firm's premises during normal business hours. Law Firm further agrees to provide appropriate access by the aforementioned parties to any sub-contractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, Law Firm agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.
6. Recordkeeping. In addition to the requirements of paragraph 6 above, upon execution of this Contract and until at least four (4) years after expiration or termination of the same, Law Firm shall maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices and other financial transactions related to the services provided under this Contract. Law Firm shall make all such records available for inspection and copying on request from the Attorney General. Additionally, Law Firm shall maintain detailed contemporaneous time records for the attorneys and any paralegals or legal assistants on the matter in increments of no greater than one-tenth

(1/10) of an hour and shall promptly provide such records on request by the Attorney General.

7. Professional Conduct Certification. Law Firm is aware of and certifies it will follow the Oklahoma Rules of Professional Conduct set forth in Appendix 3-A of Title 5 of the Oklahoma Statutes. Any breach of these Rules constitutes cause for termination under section III of this Contract.
8. License to Appear. Law Firm, by signing this Contract, warrants that all attorneys involved in the representation are now, or are eligible to become, duly licensed before the judicial forum, court, board, or tribunal before which they will appear on behalf of the State.

SECTION II. DUTIES AND RESPONSIBILITIES OF THE ATTORNEY GENERAL

1. Access to Records and Availability of Staff. Unless otherwise prohibited by law, the Attorney General agrees to forward or cause to be forwarded records or information that may be necessary to perform any of the duties pursuant to the provisions of this Contract. The Attorney General shall make its staff available during normal business hours to answer any questions or inquiries of Law Firm provided adequate notice is given of the time, content, and requested form of response.
2. Compensation. The Attorney General agrees to compensate for the services contracted in accordance with the provisions of Appendix 2 of this Contract. No taxes will be billed to the Attorney General on fees and expenses incurred.
3. Settlement Authority. Law Firm shall immediately communicate any settlement offer to the Attorney General. The Attorney General has exclusive authority to accept or reject any settlement offer received.
4. Control of Litigation. Law Firm agrees to the following conditions relating to the Attorney General's control over any litigation:
 - a. The Attorney General shall retain complete control over the course and conduct of the case;
 - b. The Attorney General or his designee shall be personally involved in oversight of the case;
 - c. The Attorney General or his assistants as he may authorize shall retain veto power over any decision made by Law Firm related to the case;
 - d. Any defendant in the case may contract the Attorney General directly without having to confer first with Law Firm;
 - e. The Attorney General or his designee shall attend all settlement conferences; and
 - f. Decisions regarding settlement, as outlined in paragraph 3 directly above, shall be reserved exclusively to the discretion of the Attorney General and the State.

SECTION III. TERM AND TERMINATION

1. Term of Contract. The Contract shall commence on the day it is executed by both parties and shall continue until terminated by the parties, or until the legal matter for which Law Firm is providing representation is concluded, whichever is earlier.
2. Termination of Contract. The Attorney General may terminate this Contract at any time, with or without cause, upon written notice to Law Firm, such termination being effective immediately upon Law Firm's receipt of notice. The Attorney General is free to terminate Law Firm's representation of the State at any time unless judicial approval is required for Law Firm to withdraw, in which event Law Firm agrees not to oppose such withdrawal. Upon completion of the matter to which this Contract applies, or the earlier termination of the representation, the attorney-client relationship will end unless Law Firm agrees to continue the representation on other matters. Law Firm shall have no continuing obligation to advise the State on any matter unless Law Firm otherwise agrees in writing.

SECTION IV. GENERAL PROVISIONS

1. Independent Contractor. Law Firm is an independent contractor and is not to be deemed an employee of the Attorney General. The OAG retains the right to exercise full control and supervision of the services and work to be provided under this Contract.
2. Attorney-Client Relationship. Execution of this Contract creates an attorney-client relationship between Law Firm and the Attorney General. All communications between the parties shall be deemed privileged, and all work product shall be protected from disclosure.
3. Confidential Relationship. All information furnished by the Attorney General to Law Firm hereunder, including their respective agents and employees, shall be treated as confidential ("Confidential Information") and shall not be disclosed to third parties except as required by law or authorized in writing. Any Confidential Information of the Attorney General may be used by Law Firm only in connection with the services performed pursuant to this Contract. Law Firm agrees to protect the confidentiality of any Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information. Access to the Confidential Information shall be restricted to those of Law Firm's personnel engaged under this Contract. All Confidential Information made available hereunder, including copies thereof, shall be returned upon completion of services or request by the Attorney General, whichever occurs first. Law Firm, subject to its obligations of confidentiality, may retain one copy of documents containing Confidential Information for archival purposes and to defend its work product. The restrictions set forth in this section shall not apply to information that is or becomes in the public domain through no fault of Law Firm, is independently developed by Law Firm, is provided to Law Firm by a third party who is not subject to a duty of confidentiality or is required to be disclosed pursuant to law or legal process.

4. Conflicts of Interest. Law Firm certifies and represents that neither it nor any of its shareholders/partners (as applicable) have any interest, direct or indirect and that none shall acquire any such interest during their tenure that would conflict with the full and complete performance of this Contract (“Conflict of Interest”). Conflict of Interest includes but is not limited to any professional relationships, friendships, family, or social relationships past or present, with an individual or company, parent or subsidiary related to the services provided under this Contract. Furthermore, unless Law Firm has told the Attorney General otherwise, Law Firm does not now represent another client in the specific matter in which the State has retained Law Firm. It is possible that Law Firm currently represents, or in the future may be asked to represent, in some other matter unrelated to the specific matter in which the State has engaged Law Firm, some person or entity whose interests are actually or potentially adverse to the State’s interests in this or other matters, including in negotiations, bankruptcy proceedings, or litigation. Law Firm agrees that it will not undertake any such representation if the subject of the other representation is related to the specific matter in which Law Firm currently represents the State. Should Law Firm intend to engage in the representation of a client or interest that is adverse to the Attorney General, Law Firm agrees to immediately notify the Attorney General of its intention to engage in such representation. In its discretion, the Attorney General may object to Law Firm’s representation of a client or interest that is adverse to the Attorney General, and such objection may be grounds for immediate termination of this Contract.

In the course of representing the State, and in order fully to satisfy Law Firm’s professional obligations, Law Firm may from time to time need to consult with the lawyers in its firm responsible for advising the firm on ethical issues, including issues that may implicate the State’s interests. The parties acknowledge and agree that, notwithstanding this potential for conflict in consideration of Law Firm’s professional obligations, Law Firm is free to consult with its own internal counsel on such matters without the State’s consent and that such consultations are privileged and confidential.

5. Inability to Perform. Law Firm agrees that if, because of death or any other occurrence beyond the control of Law Firm, it becomes impossible for any principal or principals, and in particular the principals assigned to this project, to render the services set forth in this Contract, neither Law Firm nor the surviving principals shall be relieved of their obligations to complete performance hereunder. Law Firm shall, with respect to any replacement principal proposed to be assigned to this matter, consult with the Attorney General. The Attorney General’s consent to the proposed replacement is required but may not be withheld unreasonably.
6. Outside Communications. The parties agree that neither Law Firm, nor any partner, associate, employee, or any other person assisting with the services to be performed under this Contract, shall publish any material, including on-line publications, or speak to or otherwise communicate with any representative of a television station, radio station, newspaper, magazine, website, or any other media outlet concerning the work outlined or contemplated by this Contract without first obtaining approval of the Attorney General, the Attorney General’s Communications Director, or their designee.

Law Firm shall not state or imply in any manner, including in commercial advertising, that its services are endorsed by the State. The State may not be used as a reference for Law Firm, or any contractor, expert, or other affiliate associated with the Law Firm without the State's prior approval.

7. Additional Counsel, Subcontracting, Key Personnel, Experts, and Consultants. Any retention of experts or consultants, subcontracting, or assignment of services and work covered by this Contract shall be subject to the terms and conditions of this Contract, which shall apply to, and bind the party or parties to whom such work is subcontracted or assigned as fully and completely as Law Firm is hereby bound and obligated, including obligations with respect to confidentiality and conflicts of interest. In furtherance of the services described in Appendix 1, Law Firm may recommend to the State subcontractors, experts, consultants, or assignment of services and work as Law Firm believes necessary. Law Firm, with respect to any retention, assignment, or subcontracting of any of the services to be provided under this Contract and/or replacement of key personnel assigned to this matter (which shall include attorneys, paralegals, investigators, experts, and consultants) shall consult with and obtain the consent of the Attorney General. The hourly rates, fees, or other compensation to be paid to such subcontractors, consultants and/or experts shall be subject to the written approval of the Attorney General. Approved compensation of such subcontractors, consultants and/or experts shall be timely submitted to the State as incurred.
8. Notices. Any notice required to be given pursuant to the terms and provisions of this Contract shall be in writing, postage prepaid, and shall be sent by First Class Mail or by courier or electronic transmission with delivery confirmation, to the respective party as set forth below. The notice shall be effective on the date indicated on the postmark.

ATTORNEY GENERAL:

Rob Johnson, *General Counsel*
OKLAHOMA OFFICE OF THE ATTORNEY GENERAL
313 NE 21st Street
Oklahoma City, OK 73105
Rob.Johnson@oag.ok.gov

LAW FIRM:

Name
Title
LAW FIRM NAME
Street Address
City, State Zip Code
Email address

9. Material Changes. Law Firm shall immediately notify the Attorney General of any of the following changes, and obtain the Attorney General's approval to the extent approval is required, if: (a) Law Firm becomes aware that any of the representations, warranties and covenants set forth herein cease to be materially true at any time during the term of this Contract; (b) there is any material change in Law Firm's personnel assigned to perform services under this Contract; or (c) Law Firm becomes aware of any other material change in its business organization, including, but not limited to the filing of bankruptcy relief or other legal suits or actions.
10. Indemnification. Law Firm shall indemnify and hold harmless the Attorney General, the State, its employees and agents, from and against any and all claims, damages, losses, liabilities, suits, costs, charges, expenses (including, but not limited to reasonable attorney fees and court costs), judgments, fines, and penalties, of any nature whatsoever, to the extent attributable to any bad faith, negligence, willful misconduct, improper or unethical practice, infringement of intellectual property rights, breach of trust, breach of confidentiality, breach of contract, or violation of any material duty or requirement by Law Firm acting in connection with this Contract. This indemnification shall survive any termination or expiration of this Contract.
11. Maintaining Insurance. For the duration of this Contract, Law Firm shall provide and maintain, at its own expense professional liability insurance covering all negligent acts, errors and omissions as well as insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Contract, including general liability coverage, automobile liability coverage, and worker's compensation insurance. The Law Firm's professional liability insurance is intended to indemnify, subject to certain terms, exclusions and limitations, the Law Firm in respect of any claim made by its clients by reason of alleged Law Firm act, error or omission, breach of contract for professional services, breach of duty, libel or slander in connection with the representation of its clients, and related causes of action in connection with its representation of its clients. The Law Firm and its partners are also bound by the applicable rules of professional conduct and other legal, regulatory and professional obligations. Proof of the Law Firm's insurance shall be provided upon request to the Attorney General.
12. Material Breach. Nothing in this Contract shall be construed to limit either party's remedies at law or in equity in the event of a material breach of this Contract.
13. Performance Suspension. Performance may be suspended by either party for any of the following: a presidentially or gubernatorially declared emergency or disaster, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this Contract by Law Firm shall be grounds for immediate suspension of this Contract.
14. Dispute Resolution. The Attorney General and Law Firm agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in performance of the terms and provisions of this Contract.

15. Nondiscrimination. There shall be no discrimination against any person or group of persons on account of race, color, religion, creed, national origin, sex, sexual orientation, gender identity, age, military status, genetic information or disability in the performance of this Contract.
16. Assignment. This Contract and any of the rights, duties or obligations of the parties hereunder shall not be assigned, transferred, or delegated by Law Firm without the express written consent and approval of the State. Any attempted assignment, transfer or delegation thereof without such consent shall be void.
17. Entire Agreement. This Contract, together with addenda and appendices, constitutes the entire agreement between the parties hereto relating to the rights granted and the obligations assumed by the parties hereunder. No agent, representative, employee, or officer of either the Attorney General or the Law Firm has authority to make, or has made, any statement, agreement, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alternations, changes, or waives to the Contract or any of its terms shall be valid or binding unless the Contract is amended as described in paragraphs 18-19 below.
18. Modification or Changes. The Attorney General, with approval of Law Firm, may make modifications to this Contract at any time during the term of this Contract or any renewals or extensions thereof. Changes in the statement of work within the general scope of work and changes which do not increase the total reimbursement to Law Firm under this Contract may be accomplished by a letter of mutual consent signed by the Attorney General and Law Firm. A change in the scope of work or an increase in the total reimbursement under this Contract must be incorporated into a formal written amendment to the Contract, signed by the State and the Law Firm, and executed in the same manner as this original Contract and in accordance with applicable law.
19. Amendment. This Contract and the tasks and scope of the engagement may be amended at any time during the term of the Contract by mutual written consent of the parties hereto.
20. Headings. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.
21. Governing Law and Venue. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma, without regard to conflict of law principles. Notwithstanding the application of Oklahoma law, the professional conduct of the Law Firm shall be governed by the Rules of Professional Conduct of the State of _____, wherein counsel for the Law Firm is admitted. Should either party initiate a lawsuit or other dispute resolution proceeding over any matter relating to or arising out of this Contract, such lawsuit or other proceeding shall be filed and conducted in Oklahoma County, State of Oklahoma.
22. Severability. If any provision of this Contract or any portion thereof, or the application of any such provision or portion thereof, shall be held invalid, illegal, void or unenforceable in any

respect by a court of competent jurisdiction or administrative authority, such invalidity, illegality, or unenforceability shall not affect any other provision hereof or the remaining portion thereof, and the validity of the entire Contract as a whole shall not be affected thereby.

23. Non-collusion. Pursuant to 74 O.S. § 85.22, Law Firm certifies the following:

- a. The undersigned representative of the Law Firm is the duly authorized agent of the Law Firm, for the purpose of certifying the facts pertaining to the existence of collusion among and between Law Firm and the Attorney General, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with this Contract;
- b. The undersigned representative of the Law Firm is fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and has been personally and directly involved in the events leading the Contract; and
- c. Neither the Law Firm nor the undersigned representative of the Law Firm has been a party:
 1. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
 2. to any collusion with any state official or employee as to quantity, quality or price in this Contract, or as to any other terms of this Contract,
 3. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with this Contract.
- d. Neither the Law Firm nor the undersigned representative of the Law Firm has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring this Contract.

24. Certification Required by 74 O.S. § 85.42(B). The parties to this Contract certify that no person who has been involved in any manner in the development of this Contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Contract.

25. Certification Required by 74 O.S. § 582. By executing this Contract, Law Firm certifies that it does not boycott goods or services from Israel and will not boycott Israel during the term of this Contract.

26. Certification Required by 74 O.S. § 12005. By executing this Contract, Law Firm certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Contract.

27. Execution in Counterparts. This Contract may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

IN WITNESS WHEREOF, the Attorney General and Law Firm have read and understand the foregoing terms of this Contract and do by their respective signatures dated below hereby agree to the terms thereof.

ATTORNEY GENERAL:

Signature

Date

Gentner Drummond

Printed Name

Attorney General of Oklahoma

Title

LAW FIRM:

Signature

Date

Printed Name

Title

APPENDIX 1

DESCRIPTION OF LEGAL SERVICES
TO BE PROVIDED BY LAW FIRM

The Law Firm shall assist the Attorney General in _____ (identify the litigation or subject that the firm is being retained for).

APPENDIX 2

COMPENSATION AND REIMBURSEMENT FOR SERVICES

1. The State has determined that hiring private counsel on a contingency fee basis is in the best interests of the State to ensure adequate resources and expertise in the subject matter are available to prosecute any cases or claims falling within the provisions of Appendix 1. The State has also determined that Law Firm is on the list of private attorneys under 74 O.S.2021, § 20i and that Law Firm has met the requirements for being retained as private counsel under section 20i. Law Firm shall be paid a contingency fee based on recovery obtained by the State through settlement or judgment from any action or matter contemplated by this contract. Pursuant to 74 O.S.Supp.2022, § 20i(D), the contingency fee shall not exceed as follows:

Recovery	Percentage
Less than \$10,000,000.00	___% (no higher than 25%)
\$10,000,000.01-\$15,000,000.00	Plus ___% of any amount in this range (no higher than 20%)
\$15,000,000.01-\$20,000,000.00	Plus ___% of any amount in this range (no higher than 15%)
\$20,000,000.01-\$25,000,000.00	Plus ___% of any amount in this range (no higher than 10%)
\$25,000,000.01 or more	Plus ___% of any amount in this range (no higher than 5%)

Notwithstanding the above recovery fee schedule, the total contingency fee payable shall not exceed \$50,000,000.00, excluding any costs and expenses provided by the contract and actually incurred by Law Firm, and regardless of the number of actions or proceedings or number of retained attorneys involved.

2. Law Firm agrees to limit its requests for reimbursement of any expenses incurred in travel in accordance with the provisions of the State Travel Reimbursement Act, 74 O.S.2021, § 500.1 *et seq.*
3. To reduce the amount of attorneys' fees due to Law Firm from any judgment, Law Firm will seek to recover the State attorneys' fees from any defendant(s) pursuant to applicable statutes and legal doctrines in the event the State prevails in the litigation as described in Appendix 1. If the State receives such an award of fees from the defendant(s), any amount awarded shall be deducted from any fees otherwise due to Law Firm under paragraph 1 of this Appendix.
4. Law Firm shall receive no compensation or cost reimbursement if there is no recovery. Nor shall Law Firm receive additional compensation for any legal action taken or other services rendered to accomplish the collection of any recovery. The Attorney General, in his sole discretion, may agree to settlement of the Litigation that provides only for non-monetary relief. If such a settlement is obtained, the Attorney General agrees to make reasonable efforts to recover an award of attorneys' fees and costs but is in no way obligated to condition settlement upon payment of costs, fees, or any other monetary recovery. The Attorney General shall have

sole discretion as to the amount of fees sought and his decision in that regard will be final.

The State and Law Firm will make reasonable efforts to petition the court where the litigation is pending for an order requiring that Law Firm's costs, including non-labor, experts, consultants, and other reimbursable costs, be paid by the defendant(s). Should such an order not be issued, Law Firm's costs shall be reimbursed from the recovery obtained by the State.

If no settlement or award is obtained, whether it be due to dismissal at the direction of the State, a settlement based on non-monetary relief or an adverse result at trial, Law Firm will not be entitled to reimbursement for costs of any kind, except in accordance with this Appendix. In no event shall the State be responsible to advance any of the costs or expenses of the Litigation.

5. Law Firm shall advance, and subject to the limitations of this Appendix, shall be reimbursed for all reasonable, actual, ordinary and necessary direct non-labor costs incurred in fulfilling the terms of the Contract. Non-labor costs include, but are not limited to, costs associated with photocopies, telephone charges, on-line computer assisted legal research, courier delivery services, facsimiles, mileage, transportation costs, court filing fees, service of process fees, deposition costs, and witness fees. No mark-up will be allowed for non-labor costs. Law Firm shall retain, and upon the request of the Attorney General provide, all necessary documentation to support all non-labor costs incurred pursuant to the performance of the Contract.
6. Reimbursement of costs and expenses of another law firm retained by Law Firm shall be the responsibility of Law Firm and not the State. Law Firm agrees to indemnify, defend, and hold harmless the State against any claim for reimbursement of costs or expenses asserted by other law firm(s) retained by Law Firm.
7. The State shall not be liable to reimburse Law Firm for any costs or expenses advanced or incurred by Law Firm in fulfilling the terms of the Contract unless there is a recovery as described in this Appendix from which such reimbursement may be made or in the event the Attorney General recovers expenses and/or costs as part of any non-monetary relief as described in this Appendix. The State shall not be responsible to advance any of the costs or expenses of the Litigation.
8. In the event of a recovery by way of settlement or judgment, Law Firm shall prepare and submit to the State an itemized computation of the requested fees and costs and in a manner and form acceptable to the State in advance of any payment.

**ATTACHMENT B
CONTRACT FOR LEGAL SERVICES
BILLABLE- HOUR BASED**

This Contract (the “Contract”) for Legal Services is entered into and made effective this _____ day of _____, 2024, by and between the Office of the Attorney General (“Attorney General”), on behalf of the State of Oklahoma (“State”), and _____. (“Law Firm”).

WHEREAS, the Attorney General is the chief law officer of the State and is vested with the constitutional and statutory authority, obligation, and responsibility to represent the interests of the State and its instrumentalities and offices in any and all proceedings and matters; and

WHEREAS, the Attorney General has requested proposals from law firms in and out of state;

WHEREAS, on review, the Attorney General determined that Law Firm’s proposal provided the State is the most economical and most competent; and

WHEREAS, Law Firm represents that it has the necessary expertise and experience to perform its obligations hereunder; and

WHEREAS, the Attorney General believes it to be in the best interest of the State and/or the people of the State that the Attorney General retain and hire said Law Firm to assist and supplement the Attorney General’s efforts in said proceeding on behalf of the State; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

SECTION I. DUTIES AND RESPONSIBILITIES OF LAW FIRM

1. Services. Law Firm shall provide services for the Attorney General as described in Appendix 1. Law Firm will perform all services in a professional and workmanlike manner in accordance with applicable professional standards and shall re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after the work is performed at no cost. The Attorney General may request the replacement of any individuals assigned to this Contract in the event the Attorney General is dissatisfied with the work product or working relationship.
2. Standard of Care. Law Firm shall discharge its duties under this Contract with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent professional acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, and in accordance with the provisions of this Contract.
3. Scope of Services. Law Firm shall provide advice and services as set forth in the Appendix 1 to this Contract.

4. Timely Performance of Services. Law Firm shall provide timely updates for the Attorney General to participate in significant decisions regarding legal strategy. The Attorney General must be provided sufficient time to review drafts of all significant documents, including pleadings, motions, and briefs that will be provided to third parties on the State's behalf. Law Firm shall seek and receive approval from the Attorney General for all significant documents, including pleadings, motions, and briefs before they are provided to third parties on the State's behalf.
5. Consultation. Law Firm shall consult with and keep the State fully informed as to the progress of all matters covered by the Contract, including regular status meetings as requested by the Attorney General. Law Firm shall consult and cooperate with, and shall be responsible directly to the Attorney General and other officials as designated by the Attorney General on all matters of strategy and tactics. The duty of Law Firm shall be to advise, counsel, and recommend actions to the State through the Attorney General, the Office of the Attorney General, or the other officials designated by the Attorney General, and to carry out its directions to the best of its ability. Law Firm will not file suit, or make any offer, settlement, or compromise without the written consent of the Attorney General. Law Firm shall offer the Attorney General or his designee(s) the opportunity to review and revise court documents and briefs prior to filing same. Law Firm shall promptly furnish the Attorney General with copies of all correspondence and all court documents and briefs prepared in connection with the services rendered under the Contract and such additional documents as may be requested by the Attorney General. Law Firm shall make its entire work product prepared in connection with the services rendered under this Contract, and other parties' pleadings, discovery, correspondence, and other relevant documents and materials, available to the Attorney General in .pdf or other format acceptable to the Attorney General.
6. Availability of Records & Audit. Law Firm shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of the services for a period of five (5) years from the ending date of this Contract. All files and records created or maintained in Law Firm's representation of the State are property of the Attorney General, though the law Firm may retain a copy of the files and records as part of its client file. Upon reasonable notice, the Attorney General, the State Auditor & Inspector's Office, the State Purchasing Directors, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to charges to the State hereunder for purpose of audit and examination, at Law Firm's premises during normal business hours. Law Firm further agrees to provide appropriate access by the aforementioned parties to any sub-contractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, Law Firm agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.
7. Recordkeeping. In addition to the requirements of paragraph 6 above, upon execution of this Contract and until at least four (4) years after expiration or termination of the same, Law Firm shall maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices and other financial

transactions related to the services provided under this Contract. Law Firm shall make all such records available for inspection and copying on request from the Attorney General. Additionally, Law Firm shall maintain detailed contemporaneous time records for the attorneys and any paralegals or legal assistants on the matter in increments of no greater than one-tenth (1/10) of an hour and shall promptly provide such records on request by the Attorney General.

8. Professional Conduct Certification. Law Firm is aware of and certifies it will follow the Oklahoma Rules of Professional Conduct set forth in Appendix 3-A of Title 5 of the Oklahoma Statutes. Any breach of these Rules constitutes cause for termination under section III of this Contract.
9. License to Appear. Law Firm, by signing this Contract, warrants that all attorneys involved in the representation are now, or are eligible to become, duly licensed before the judicial forum, court, board, or tribunal before which they will appear on behalf of the State.

SECTION II. DUTIES AND RESPONSIBILITIES OF THE ATTORNEY GENERAL

1. Access to Records and Availability of Staff. Unless otherwise prohibited by law, the Attorney General agrees to forward or cause to be forwarded records or information that may be necessary to perform any of the duties pursuant to the provisions of this Contract. The Attorney General shall make its staff available during normal business hours to answer any questions or inquiries of Law Firm provided adequate notice is given of the time, content, and requested form of response.
2. Compensation. The Attorney General agrees to compensate for the services contracted in accordance with the provisions of Appendix 2 of this Contract. No taxes will be billed to the Attorney General on fees and expenses incurred.
3. Invoicing in Non-contingent Fee Matters. Law Firm shall keep detailed records of the time involved in each matter and submit claims for fees for such services provided to the Attorney General. Claims or invoices should be sent at the end of each month for services performed during that month. The claim must show a detailed, itemized fee billing indicating, on a daily basis, the appropriate time, description of services performed, and hourly rate for each professional performing services on behalf of the State. In the event of any dispute with regard to a portion of an invoice, the undisputed portion shall be paid as provided herein. Payment shall be made within forty-five (45) days of receiving correct and accurate claims or invoices. All payments are made in arrears and no payments shall be made in advance.
4. Reimbursement of Expenses. All out-of-pocket expenses, such as photocopies, telephone charges, on-line computer assisted legal research, and other appropriate items will be identified and charged to the State as they are incurred. No mark-up will be allowed on reimbursable charges. Law Firm may be reimbursed for travel expenses authorized by the Attorney General pursuant to the State Travel Reimbursement Act, 74 O.S.2021, §§ 500.1–500.37. Law Firm shall obtain prior approval from the Attorney General or his authorized staff person before incurring fees for investigative services and expert witnesses fees or before incurring any

unusual or extraordinary expense, including but not limited to electronic deposition transcript costs, expedited deposition transcript costs, videotape deposition costs, real time deposition and court proceeding transcript costs, court reporter out-of-town travel expenses, court room technology costs, and travel costs related to sending more than one Law Firm representative to any witness interview, deposition, hearing, conference, or trial appearance.

5. Settlement Authority. Law Firm shall immediately communicate any settlement offer to the Attorney General. The Attorney General has exclusive authority to accept or reject any settlement offer received.
6. Control of Litigation. Law Firm agrees to the following conditions relating to the Attorney General's control over any litigation:
 - a. The Attorney General shall retain complete control over the course and conduct of the case;
 - b. The Attorney General or his designee shall be personally involved in oversight of the case;
 - c. The Attorney General or his assistants as he may authorize shall retain veto power over any decision made by Law Firm related to the case;
 - d. Any defendant in the case may contract the Attorney General directly without having to confer first with Law Firm;
 - e. The Attorney General or his designee shall attend all settlement conferences; and
 - f. Decisions regarding settlement, as outlined in paragraph 3 directly above, shall be reserved exclusively to the discretion of the Attorney General and the State.

SECTION III. TERM AND TERMINATION

1. Term of Contract. The Contract shall commence on the day it is executed by both parties and shall continue until terminated by the parties, or until the legal matter for which Law Firm is providing representation is concluded, whichever is earlier.
2. Termination of Contract. The Attorney General may terminate this Contract at any time, with or without cause, upon written notice to Law Firm, such termination being effective immediately upon Law Firm's receipt of notice. The Attorney General is free to terminate Law Firm's representation of the State at any time unless judicial approval is required for Law Firm to withdraw, in which event Law Firm agrees not to oppose such withdrawal. Upon completion of the matter to which this Contract applies, or the earlier termination of the representation, the attorney-client relationship will end unless Law Firm agrees to continue the representation on other matters. Law Firm shall have no continuing obligation to advise the State on any matter unless Law Firm otherwise agrees in writing.

SECTION IV. GENERAL PROVISIONS

1. Independent Contractor. Law Firm is an independent contractor and is not to be deemed an employee of the Attorney General. The OAG retains the right to exercise full control and supervision of the services and work to be provided under this Contract.

2. Attorney-Client Relationship. Execution of this Contract creates an attorney-client relationship between Law Firm and the Attorney General. All communications between the parties shall be deemed privileged, and all work product shall be protected from disclosure.
3. Confidential Relationship. All information furnished by the Attorney General to Law Firm hereunder, including their respective agents and employees, shall be treated as confidential (“Confidential Information”) and shall not be disclosed to third parties except as required by law or authorized in writing. Any Confidential Information of the Attorney General may be used by Law Firm only in connection with the services performed pursuant to this Contract. Law Firm agrees to protect the confidentiality of any Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information. Access to the Confidential Information shall be restricted to those of Law Firm’s personnel engaged under this Contract. All Confidential Information made available hereunder, including copies thereof, shall be returned upon completion of services or request by the Attorney General, whichever occurs first. Law Firm, subject to its obligations of confidentiality, may retain one copy of documents containing Confidential Information for archival purposes and to defend its work product. The restrictions set forth in this section shall not apply to information that is or becomes in the public domain through no fault of Law Firm, is independently developed by Law Firm, is provided to Law Firm by a third party who is not subject to a duty of confidentiality, or is required to be disclosed pursuant to law or legal process.
4. Conflicts of Interest. Law Firm certifies and represents that neither it nor any of its shareholders/partners (as applicable) have any interest, direct or indirect and that none shall acquire any such interest during their tenure that would conflict with the full and complete performance of this Contract (“Conflict of Interest”). Conflict of Interest includes but is not limited to any professional relationships, friendships, family, or social relationships past or present, with an individual or company, parent or subsidiary related to the services provided under this Contract. Furthermore, unless Law Firm has told the Attorney General otherwise, Law Firm does not now represent another client in the specific matter in which the State has retained Law Firm. It is possible that Law Firm currently represents, or in the future may be asked to represent, in some other matter unrelated to the specific matter in which the State has engaged Law Firm, some person or entity whose interests are actually or potentially adverse to the State’s interests in this or other matters, including in negotiations, work-outs, bankruptcy proceedings, or litigation. Law Firm agrees that it will not undertake any such representation if the subject of the other representation is related to the specific matter in which Law Firm currently represents the State. Should Law Firm intend to engage in the representation of a client or interest that is adverse to the Attorney General, Law Firm agrees to immediately notify the Attorney General of its intention to engage in such representation. In its discretion, the Attorney General may object to Law Firm’s representation of a client or interest that is adverse to the Attorney General, and such objection may be grounds for immediate termination of this Contract.

In the course of representing the State, and in order fully to satisfy Law Firm’s professional obligations, Law Firm may from time to time need to consult with the lawyers in its firm

responsible for advising the firm on ethical issues, including issues that may implicate the State's interests. The parties acknowledge and agree that, notwithstanding this potential for conflict in consideration of Law Firm's professional obligations, Law Firm is free to consult with its own internal counsel on such matters without the State's consent and that such consultations are privileged and confidential.

5. Inability to Perform. Law Firm agrees that if, because of death or any other occurrence beyond the control of Law Firm, it becomes impossible for any principal or principals, and in particular the principals assigned to this project, to render the services set forth in this Contract, neither Law Firm nor the surviving principals shall be relieved of their obligations to complete performance hereunder. Law Firm shall, with respect to any replacement principal proposed to be assigned to this matter, consult with the Attorney General. The Attorney General's consent to the proposed replacement is required, but may not be withheld unreasonably.
6. Outside Communications. The parties agree that neither Law Firm, nor any partner, associate, employee, or any other person assisting with the services to be performed under this Contract, shall publish any material, including on-line publications, or speak to or otherwise communicate with any representative of a television station, radio station, newspaper, magazine, website, or any other media outlet concerning the work outlined or contemplated by this Contract without first obtaining approval of the Attorney General, the Attorney General's Communications Director, or their designee.

Law Firm shall not state or imply in any manner, including in commercial advertising, that its services are endorsed by the State. The State may not be used as a reference for Law Firm without the State's prior approval.

7. Additional Counsel, Subcontracting, Key Personnel, Experts, and Consultants. Any retention of experts or consultants, subcontracting, or assignment of services and work covered by this Contract shall be subject to the terms and conditions of this Contract, which shall apply to, and bind the party or parties to whom such work is subcontracted or assigned as fully and completely as Law Firm is hereby bound and obligated, including obligations with respect to confidentiality and conflicts of interest. In furtherance of the services described in Appendix 1, Law Firm may recommend to the State subcontractors, experts, consultants, or assignment of services and work as Law Firm believes necessary. Law Firm, with respect to any retention, assignment, or subcontracting of any of the services to be provided under this Contract and/or replacement of key personnel assigned to this matter (which shall include attorneys, paralegals, investigators, experts, and consultants) shall consult with and obtain the consent of the Attorney General. The hourly rates, fees, or other compensation to be paid to such subcontractors, consultants and/or experts shall be subject to the written approval of the Attorney General. Approved compensation of such subcontractors, consultants and/or experts shall be timely submitted to the State as incurred.
8. Notices. Any notice required to be given pursuant to the terms and provisions of this Contract shall be in writing, postage prepaid, and shall be sent by First Class Mail or by courier or electronic transmission with delivery confirmation, to the respective party as set forth below. The notice shall be effective on the date indicated on the postmark.

ATTORNEY GENERAL:

Rob Johnson, *General Counsel*
OKLAHOMA OFFICE OF THE ATTORNEY GENERAL
313 NE 21st Street
Oklahoma City, OK 73105
Rob.Johnson@oag.ok.gov

LAW FIRM:

Name
Title
LAW FIRM NAME
Street Address
City, State Zip Code
Email address

9. Material Changes. Law Firm shall immediately notify the Attorney General of any of the following changes, and obtain the Attorney General's approval to the extent approval is required, if: (a) Law Firm becomes aware that any of the representations, warranties and covenants set forth herein cease to be materially true at any time during the term of this Contract; (b) there is any material change in Law Firm's personnel assigned to perform services under this Contract; or (c) Law Firm becomes aware of any other material change in its business organization, including, but not limited to the filing of bankruptcy relief or other legal suits or actions.
10. Indemnification. Law Firm shall indemnify and hold harmless the Attorney General, the State, its employees and agents, from and against any and all claims, damages, losses, liabilities, suits, costs, charges, expenses (including, but not limited to reasonable attorney fees and court costs), judgments, fines, and penalties, of any nature whatsoever, to the extent attributable to any bad faith, negligence, willful misconduct, improper or unethical practice, infringement of intellectual property rights, breach of trust, breach of confidentiality, breach of contract, or violation of any material duty or requirement by Law Firm acting in connection with this Contract. This indemnification shall survive any termination or expiration of this Contract.
11. Maintaining Insurance. For the duration of this Contract, Law Firm shall provide and maintain, at its own expense professional liability insurance covering all negligent acts, errors and omissions as well as insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Contract, including general liability coverage, automobile liability coverage, and worker's compensation insurance. The Law Firm's professional liability insurance is intended to indemnify, subject to certain terms, exclusions and limitations, the Law Firm in respect of any claim made by its clients by reason of alleged Law Firm act, error or omission, breach of contract for professional

services, breach of duty, libel or slander in connection with the representation of its clients, and related causes of action in connection with its representation of its clients. The Law Firm and its partners are also bound by the applicable rules of professional conduct and other legal, regulatory and professional obligations. Proof of the Law Firm's insurance shall be provided upon request to the Attorney General.

12. Material Breach. Nothing in this Contract shall be construed to limit either party's remedies at law or in equity in the event of a material breach of this Contract.
13. Performance Suspension. Performance may be suspended by either party for any of the following: a presidentially or gubernatorially declared emergency or disaster, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this Contract by Law Firm shall be grounds for immediate suspension of this Contract.
14. Dispute Resolution. The Attorney General and Law Firm agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in performance of the terms and provisions of this Contract.
15. Nondiscrimination. There shall be no discrimination against any person or group of persons on account of race, color, religion, creed, national origin, sex, sexual orientation, gender identity, age, military status, genetic information or disability in the performance of this Contract.
16. Assignment. This Contract and any of the rights, duties or obligations of the parties hereunder shall not be assigned, transferred, or delegated by Law Firm without the express written consent and approval of the State. Any attempted assignment, transfer or delegation thereof without such consent shall be void.
17. Entire Agreement. This Contract, together with addenda and appendices, constitutes the entire agreement between the parties hereto relating to the rights granted and the obligations assumed by the parties hereunder. No agent, representative, employee, or officer of either the Attorney General or the Law Firm has authority to make, or has made, any statement, agreement, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alternations, changes, or waives to the Contract or any of its terms shall be valid or binding unless the Contract is amended as described in paragraphs 18-19 below.
18. Modification or Changes. The Attorney General, with approval of Law Firm, may make modifications to this Contract at any time during the term of this Contract or any renewals or extensions thereof. Changes in the statement of work within the general scope of work and changes which do not increase the total reimbursement to Law Firm under this Contract may be accomplished by a letter of mutual consent signed by the Attorney General and Law Firm. A change in the scope of work or an increase in the total reimbursement under this Contract

must be incorporated into a formal written amendment to the Contract, signed by the State and the Law Firm, and executed in the same manner as this original Contract and in accordance with applicable law.

19. Amendment. This Contract and the tasks and scope of the engagement may be amended at any time during the term of the Contract by mutual written consent of the parties hereto.
20. Headings. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.
21. Governing Law and Venue. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma, without regard to conflict of law principles. Notwithstanding the application of Oklahoma law, the professional conduct of the Law Firm shall be governed by the Rules of Professional Conduct of the State of _____, wherein counsel for the Law Firm is admitted. Should either party initiate a lawsuit or other dispute resolution proceeding over any matter relating to or arising out of this Contract, such lawsuit or other proceeding shall be filed and conducted in Oklahoma County, State of Oklahoma.
22. Severability. If any provision of this Contract or any portion thereof, or the application of any such provision or portion thereof, shall be held invalid, illegal, void or unenforceable in any respect by a court of competent jurisdiction or administrative authority, such invalidity, illegality, or unenforceability shall not affect any other provision hereof or the remaining portion thereof, and the validity of the entire Contract as a whole shall not be affected thereby.
23. Non-collusion. Pursuant to 74 O.S. § 85.22, Law Firm certifies the following:
 - a. The undersigned representative of the Law Firm is the duly authorized agent of the Law Firm, for the purpose of certifying the facts pertaining to the existence of collusion among and between Law Firm and the Attorney General, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with this Contract;
 - b. The undersigned representative of the Law Firm is fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and has been personally and directly involved in the events leading the Contract; and
 - c. Neither the Law Firm nor the undersigned representative of the Law Firm has been a party:
 1. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
 2. to any collusion with any state official or employee as to quantity, quality or price in this Contract, or as to any other terms of this Contract,
 3. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with this Contract.

- d. Neither the Law Firm nor the undersigned representative of the Law Firm has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring this Contract.
24. Certification Required by 74 O.S. § 85.42(B). The parties to this Contract certify that no person who has been involved in any manner in the development of this Contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Contract.
25. Certification Required by 74 O.S. § 582. By executing this Contract, Law Firm certifies that it does not boycott goods or services from Israel and will not boycott Israel during the term of this Contract.
26. Certification Required by 74 O.S. § 12005. By executing this Contract, Law Firm certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Contract.
27. Execution in Counterparts. This Contract may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Attorney General and Law Firm have read and understand the foregoing terms of this Contract and do by their respective signatures dated below hereby agree to the terms thereof.

OKLAHOMA ATTORNEY GENERAL:

Signature

Date

Printed Name

Title

LAW FIRM:

Signature

Date

Printed Name

Title

APPENDIX 1

**DESCRIPTION OF LEGAL SERVICES
TO BE PROVIDED BY LAW FIRM**

The Law Firm shall assist the Attorney General in _____ (enter the litigation or subject area of why the law firm is being retained).

APPENDIX 2

**PROFESSIONAL SERVICE FEES
(Billable-hour cases)**

Law Firm will bill on an hourly basis, to the nearest 1/10th of an hour, based on the actual time engaged in performing the services. The hourly rate reflects a discount from the usual rates charged by Law Firm for the services of the professionals performing the services. The rates for this Contract are as follows:

ATTORNEY	RATE PER HOUR
	\$
	\$
	\$
	\$

PARALEGAL OR LEGAL ASSISTANT	RATE PER HOUR
	\$
	\$
	\$
	\$

Professionals in addition to or as substitute for those described above *shall not* be utilized without first obtaining written approval from the Attorney General or his designee.

Total professional fees payable pursuant to this Contract shall not exceed the total sum of ____ (\$____.00).