



**AG15-0001, AG15-0068
EXTENSION AMENDMENT
CONTRACT UPDATE WORKSHEET**

Arizona Attorney General

1275 W. Washington
Phoenix, AZ
85007-2926

General Counsel Information

Current Firm Name

Address

Contact Name

Contact Title

Contact Email Address

Contact Telephone No.

Contact Fax No.

Name Change

Firm name listed above is different than original contract award:

Yes:

No:

Previous Name (if yes):

Acceptance of Insurance Requirements

Indicate that you have read, understand and will comply with the new Insurance requirements enclosed with this amendment. Check the appropriate response.

Yes, we will comply with the Insurance requirements

No, we will not comply with the Insurance requirements

Extension Agreement

This Agreement has been executed by the duly authorized representatives of the parties and shall be effective as of January 1, 2016 and shall terminate on December 31, 2016.

Pursuant to A.R.S. § 41-2546, the Agreement may be renewed or extended at the option of the Office of the Attorney General for a period or periods, including the initial term, of up to five years. Signature below certifies receipt, understanding and compliance with this amendment.

OFFICE OF THE ATTORNEY GENERAL

SIGNATURE OF AUTHORIZED INDIVIDUAL

PROCUREMENT MANAGER

PRINTED NAME

JERRY CONNOLLY

DATE:

DATE:



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Bar Complaints/Malpractice Suits (List Any Updates Since Original Contract Award): If no updates, check N/A

Does any current member of your firm have any bar complaint currently being investigated and/or disciplinary action taken by the State Bar Association against them? Add additional pages if needed.

Check the appropriate response

Yes

No

If answer to the above is "Yes", use the space below to disclose details of any complaint(s):

Has your firm had any malpractice suit or claim for malpractice filed against it in the last 2 years?

Add additional pages if needed.

Check the appropriate response

Yes

No

If answer to the above is "Yes", use the space below to disclose details of any suit:

Do you wish this information to be held confidential in accordance with A.A.C. R2-7-103?

Add additional pages if needed.

Check the appropriate response

Yes

No

If answer to the above is "Yes", provide a brief statement asserting why this information should be held confidential:



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It is important to provide the Office of the Attorney General with enough information to make a determination that attorneys have actual experience to handle cases for the State of Arizona. It is expected that they provide succinct relevant statements indicating this experience for each area of law the attorney is to be considered. The sample provided below is provided to illustrate the process of completing the resume form, it is not intended to establish actual experience required. The Offeror may use a similar form provided it maintains the basic format presented in this RFP.

SAMPLE RESUME FIRST AREA OF LAW

C. Qualifications and Experience of Individuals			
Use this form or an equivalent form to provide the names of the attorneys and their qualifications and expertise. A separate form should be used for each area of law. Offeror should provide a concise, relevant statement providing the information needed to inspire confidence in the attorney's abilities. Full resumes may be provided as an attachment to your proposal. Make copies as necessary. Offeror may produce their own form provided the form follows this format.			
1. Area(s) of Practice: 1 Appellate			
2. Name of Individual	3. Title (Partner, OF Counsel or Associate)	4. Arizona State Bar Number	5. Years of experience in this area of law
John Doe Jane Smith Bob Jones	Partner Associate Associate	0000000 0000000 0000000	34 9 3
6. Provide experience and qualifications for EACH Attorney proposed to do work in this AREA of LAW. Include information on significant case work or cases demonstrating experience, awards and significant achievements relevant to the Area of Practice.			
John Doe: Appellate Work; 34 years experience. Mr. Doe has handled approximately 60 appeals in Arizona and in Federal Courts 9th and 3rd, and Federal Court of Appeal. These cases covered a broad range of topics such as civil rights, civil tort, Contract Law, anti-trust, intellectual property rights, a couple noteworthy cases (Doe v State and Smith v Smith) set precedents.			
Jane Smith: Appellate work . 9 years of experience in this area of law. Ms. Smith has handled approximately 10 appeals in Arizona and in the 9 th Federal Court. These cases covered a wide range of topics such as civil rights, civil tort, Contract Law.			
Bob Jones: 3 years of experience in this area of law. Ms. Smith has handled approximately 5 appeals in Arizona and in the 3rd Federal Court. These cases covered topics such as civil rights, civil tort, Contract Law.			
Note: Please see attached resume for additional details			
SAMPLE RESUME			

SAMPLE RESUME SECOND AREA OF LAW

C. Qualifications and Experience of Individuals			
Use this form or an equivalent form to provide the names of the attorneys and their qualifications and expertise. A separate form should be used for each area of law. Offeror should provide a concise, relevant statement providing the information needed to inspire confidence in the attorney's abilities. Full resumes may be provided as an attachment to your proposal. Make copies as necessary. Offeror may produce their own form provided the form follows this format.			
1. Area(s) of Practice: 28 Regulatory Advice			
2. Name of Individual	3. Title (Partner, OF Counsel or Associate)	4. Arizona State Bar Number	5. Years of experience in this area of law
John Doe	Partner	0000000	20
6. Provide experience and qualifications for EACH Attorney proposed to do work in this AREA of LAW. Include information on significant case work or cases demonstrating experience, awards and significant achievements relevant to the Area of Practice.			
John Doe: Area 28. Regulatory Advice: 20 years of experience. Mr. Doe has advised several State Agency Directors, Deputy Directors and Assistant Directors on various regulatory issues affecting their agency. The 20 years of experience saw three different Arizona governors and 2 US Presidents resulting in many changes to policies and regulations.			
Note: Please see attached resume for additional details			
SAMPLE RESUME			



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Qualifications and Experience of Attorney (Complete for any new Attorney's Added)

Use this form or an equivalent form to provide the names of the attorneys and their qualifications and expertise. A separate form should be used for each area of law. Offeror should provide a concise, relevant statement providing the information needed to inspire confidence in the attorney's abilities. Full resumes may be provided as an attachment to your proposal. Make copies as necessary. Offeror may produce their own form provided the form follows this format. Add additional pages if needed.

Area(s) of Practice:

Name of Individual	Title (Partner, OF Counsel or Associate)	Arizona State Bar Number	Years of experience in this area of law

Provide experience and qualifications for EACH Attorney proposed to do work in this AREA of LAW. Include information on significant case work or cases demonstrating experience, awards and significant achievements relevant to the Area of Practice.



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Updated Insurance Requirements

8. Insurance

- 8.1. All personnel furnished by Counsel shall be considered employees of Counsel and Counsel shall be responsible for payments of all Workmen's Compensation claims, Unemployment Disability claims or claims under similar laws.
- 8.2. Counsel shall be responsible for providing appropriate public, professional, automobile, and aircraft liability insurance (aircraft liability only if applicable) for Counsel and its employees in connection with the performance of the Services under this Agreement. The State of Arizona may request Counsel to provide additional insurance. Counsel agrees to provide such additional insurance upon request.
- 8.3. Counsel shall provide the Office of the Attorney General with a valid Certificate of Insurance within ten (10) days of receiving a Letter of Retention. Counsel shall provide the Office of Attorney General with updated Certificates of Insurance documenting any changes in policy or coverage (e.g. renewal, change in carrier, loss of policy, etc.) within ten (10) days of the change.

9. INSURANCE REQUIREMENTS:

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

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

9.1. Minimum Scope and Limits of Insurance

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

9.1.1. Commercial General Liability (CGL) – Occurrence Form

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

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

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

9.1.2. Business Automobile Liability

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

- Combined Single Limit (CSL) \$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its



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departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

9.1.3. Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - o Each Accident \$1,000,000
 - o Disease – Each Employee \$1,000,000
 - o Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

9.1.4. Professional Liability (Errors and Omissions Liability)

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

9.2. Additional Insurance Requirements

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

- 9.2.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 9.2.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

9.3. Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).



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9.4. Acceptability of Insurers

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

9.5. Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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

9.6. Subcontractors

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

9.7. Approval and Modifications

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

9.8. Exceptions

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