**CONTRACT FOR Settlement administration**

**THIS AGREEMENT**, effective [date], 2022 by and between \_\_\_\_\_\_\_, hereinafter (“Contractor,”) and the Office of Attorney General of the Commonwealth of Pennsylvania’s Bureau of Consumer Protection, hereinafter called the “OAG.” When addressed together, the Contractor and the OAG shall be referred to as the “Parties.”

**Whereas**, the OAG requires professional and specialized services to handle all aspects of the claims administration regarding a settlement reached in multiple litigations. The settlements require [paying entity] to refund its customers in accordance with the terms of the settlement; and

**Whereas**, the OAG issued an Invitation for Bids for Settlement Administrator Services, IFB No. 6100057113(“IFB”), and the Contractor submitted a proposal in response to the IFB.

**Whereas**, OAG determined that Contractor’s proposal was the most advantageous to the OAG after taking into consideration all of the evaluation factors set forth in the IFB and selected the Contractor for contract negotiations; and

**Whereas**, OAG and the Contractor have negotiated this Contract as their final and entire agreement in regard to providing settlement administration services to the OAG.

**NOW, THEREFORE**, the OAG and the Contractor, with the intention of being legally bound hereby, agree as follows:

1. Settlement Administration Specifications. Parties agree the Settlement shall be administered according to: (a) the Settlement Administration Specifications as set forth in IFB # 6100057113, which is attached hereto as Exhibit A and made a part hereof, and (b) Contractor’s Submittal as provided in its IFB Response, which is attached hereto as Exhibit B and made a part hereof. The terms and conditions contained in IFB #6100057113 are attached hereto as Exhibit C and made a part of this Contract except that the Parties mutually agree to modify the following paragraphs as indicated below:

* 1. V.2 CONTRACT-002.1a Term of Contract [deleted]
	2. V.3 CONTRACT—002.2b Renewal of Contract Term - Mutual [deleted]
	3. V.21 CONTRACT—015.2 Billing Requirements [deleted]
	4. V.22 CONTRACT—016.1 Payment [deleted]
	5. V. 25 CONTRACT -019.1 Hold Harmless Provision

(c) Each party’s total liability to the other for any and all claim(s) arising from or in any way related to this Agreement and any SOW will not exceed in the aggregate the greater of $100,000 or the sums paid by Customer for the service that is the subject of such claim(s) during the previous 12 month period, excluding pass through costs such as postage and freight, regardless of the basis of such claim(s).

(d) The foregoing limitation does not apply to damages proximately caused by: (i) bodily injury or tangible personal property damage for which a party is legally liable; (ii) misappropriation of confidential information by a party in breach of its confidentiality obligations hereunder; or (iii) to claims for which liability may not be limited in accordance with applicable law.

(e) Neither party is liable for any indirect, special, punitive, incidental nor consequential damages, including lost profits (other than amounts due to Rust under this Agreement), lost savings, loss of or damage to data or business opportunities.

 e. V.29 CONTRACT—023.1a Termination Provisions

 a. TERMINATION FOR CONVENIENCE: The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall Contractor be entitled to recover loss of profits. The Commonwealth will provide Contractor at least forty-five (45) days’ notice in the event it exercises its right of termination under this subparagraph.

 f. V.43 CONTRACT—036.1 Background Checks – The Commonwealth agrees that Contractor may rely on its own employee background checks to comply with subparagraph (a) of this provision, provided that such background checks are current and comply with this paragraph.

The terms and conditions for contract term and renewal, billing requirements, and payment are replaced by the terms and conditions contained in this Contract.

 2. Contractor Services. The Contractor shall provide Settlement Administrator Services listed in accordance with IFB \_\_\_\_\_\_\_ and for the prices listed IFB Response.

 3. Effective Date. The Effective Date of this Contract shall be the date all Commonwealth approvals required by the Commonwealth contracting procedures have been obtained. The Contractor shall not start the performance of any work prior to the Effective Date of the contract, and the Contractor shall not be entitled to payment for any service or work performed or expenses incurred before the Effective Date of the Contract.

 4. Term and Renewal of Agreement. The term of this agreement shall begin upon the Effective Date and shall terminate Three (3)) years from [date/event]. The Parties agree they may renew this contract by mutual agreement for up to three (3) additional one-year service periods for the same terms, conditions and services set forth in the herein.

 5. Contract Documents. This Contract is composed of the following documents which are listed in order of precedence in the event of a conflict between these documents:

a, The Contract document contained herein.

b. The terms and conditions contained in the IFB No. 6100057113 which are attached hereto as Exhibit \_\_­­ and made a part of this Contract.

c. Contractor’s IFB Response is attached hereto as Exhibit \_\_ and made a part of the Contract.

e. IFB 6100057113, including all referenced Appendices, which is attached hereto as Exhibit \_\_ and made a part of this Contract.

 6. Entire Agreement. This document including the Appendices referenced herein represents the entire agreement.

 **IN WITNESS WHEREOF**, [Contractor], and the Office of Attorney General of the Commonwealth of Pennsylvania’s Bureau of Consumer Protection, have caused this Agreement to be executed.

**OFFICE OF ATTORNEY GENERAL OF THE**

**COMMONWEALTH OF PENNSYLVANIA**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[CONTRACTOR]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved as to form and legality:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Office of Attorney General