

**OFFICE OF THE TREASURER
State of Connecticut**

**REQUEST FOR PROPOSALS
for Professional Auditor and Accounting Services**

April 18, 2006

This Request for Proposals (RFP) includes the following:

- Section I Introduction and Purpose of the RFP**
- Section II Scope of Services for Each Program**
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 - The Clean Water Fund (CWF)**
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Section X Additional Information

The following additional information is available on the Connecticut State Treasurer's website at <http://www.state.ct.us/ott/> or by request. Please contact Sharon Dixon Peay at sharon.peay@po.state.ct.us or (860) 702-3134.

- A. STF: 1) STF Annual Audited Statements 2005
- 2) STF Bond Closing Certificate
- 3) Most Recent STO Official Statement
- 4) Senior and Second Lien Indentures of Trust

- B. CWF: 5) CWF Annual Audited Statements 2005
- 6) CWF Bond Closing Certificate
- 7) Most Recent CWF Official Statement
- 8) Environmental Protection Agency Audit Guide for Clean Water and Drinking Water State Revolving Funds – Revised September 2002
- 9) Senior and Subordinate Bond Resolutions

- C. DWF: 10) DWF Annual Audited Statements 2005

SECTION I - INTRODUCTION AND PURPOSE OF THE RFP

The Office of the Treasurer of the State of Connecticut (the "State") requests proposals from qualified firms interested in providing professional auditor and accounting services to the State's Special Transportation Fund, Clean Water Fund and Drinking Water Fund programs.

The State intends to use this RFP process to select firms that will be appointed by the Treasurer to serve each program. Firms may submit proposals to serve as auditor for any or all programs for a three-year term with a possible one-year extension. Firms submitting proposals for more than one program must submit separate fee proposals for each program. Auditors selected pursuant to this RFP process will supersede all previous auditor appointments made by the State Treasurer for the programs.

Firms selected to provide professional auditor and accounting services as part of the RFP process will be required to enter into a Personal Services Agreement with the State. See Attachment K – Form of Personal Services Agreement.

Proposals are due on **May 23, 2006**. The Office of the State Treasurer reserves the right to request additional information from firms responding to the RFP and to request certain firms responding to this RFP to make oral presentations. It is expected that any oral presentations may occur during the week of June 5, 2006. Firms requested to make oral presentations will be notified on or before May 29, 2006.

Questions regarding this RFP or requests for additional information should be directed to Sharon Dixon Peay, Debt Management Specialist, by e-mail at sharon.peay@po.state.ct.us or by telephone at (860) 702-3134. Questions concerning Attachments A-K should be directed to Shelagh McClure by e-mail at shelagh.mcclure@po.state.ct.us or by telephone at (860) 702-3070. Please indicate "Proposal for Professional Auditor and Accounting Services" in the subject line of your e-mail. As of the date of this RFP, interested firms should not contact any other employee of the State of Connecticut concerning this RFP.

SECTION II - SCOPE OF SERVICES

THE TRANSPORTATION INFRASTRUCTURE PROGRAM

The State's Transportation Infrastructure Program is an ongoing program encompassing the planning, acquisition, removal, construction, repair and improvement of State highways and bridges. The State's share of this program, estimated at \$7.2 billion, is to be funded from pledged revenues deposited in the Special Transportation Fund (STF) and from the proceeds of Special Tax Obligation (STO) bonds.

Professional Auditing Services for the Special Transportation Fund

STO bonds are special obligations of the State and are payable solely from the revenue of the State pledged therefor, as provided in Public Act 84-254 (the Act), as amended. All pledged revenues are credited to the STF established pursuant to Public Act 83-30 of the June 1983 Special Session of the Connecticut General Assembly. Pledged revenues consist of taxes, fees, charges and other designated receipts of the State credited to the STF. These include motor fuels taxes; motor vehicle receipts; license, permit and fee revenues; oil companies tax; sales tax-DMV; motor vehicle related fines, penalties or other charges and certain transportation related federal revenues of the State credited to the STF. Other receipts or funds pledged under the Indenture of Trust entered into by the State and U.S. Bank and Trust, as Trustee, include investment earnings and funds in the accounts established.

The Act further provides that the Treasurer will apply the resources in the STF to pay for debt service on the bonds or notes as required by the Indenture. The Debt Service Account, the Note Repayment Account and the Reserve Account, which are accounted for as part of the STF, are held in trust by the Trustee and are the accounts from which payments of principal and interest will be paid. The remaining resources of the STF are available for: (i) payment of principal on Notes, (ii) payment of the principal of and interest on general obligation bonds issued for transportation purposes, or any general obligations refunding the same, and (iii) payment of State budget appropriations for the Department of Transportation and Department of Motor Vehicles.

Please note that the audit of the STF involves fieldwork at the Office of the State Treasurer, the Department of Transportation, the Department of Motor Vehicles, the Department of Revenues Services and the Judicial Department.

The services which the State seeks include the following:

- a. Annual audit of the Fund for each of the three fiscal years ending June 30, 2006, 2007 and 2008.

- b. Financial involvement and support for any related STO bond issues including the Certificate of the Secretary of OPM responsible for Section 2.4 (b)(3) of the Senior Indenture and Section 2.2 (b)(3) of the Second Lien Indenture.
- c. Verification and/or confirmation of program debt service requirements including certification of the adequacy of the Debt Service Reserve Account.

THE CONNECTICUT SRF PROGRAMS

The State has two State Revolving Fund programs (SRFs) for which the federal EPA provides capitalization grants under the Water Quality Act of 1987. The Connecticut Clean Water Fund (CWF) is one of the oldest SRF programs in the country, established for the purpose of providing grant and loan funding for eligible water pollution control projects. Similarly, the State's Drinking Water Fund (DWF), established in 1996, provides loan funding for eligible public water system projects. Since federal regulations under the Clean Water Act and the Drinking Water Act require that separate fund accounting be performed by the State as a condition of receipt of the federal capitalization grants, the State has established two subaccounts within the CWF which have been designated the state revolving fund accounts.

Professional Auditing Services for the Clean Water Fund

The Clean Water Fund Revenue Bonds are special obligations of the State and payable solely from the revenues or other receipts, funds or moneys pledged pursuant to the General Bond Resolution as provided in Public Act 96-240 (the Act), as amended. All pledged revenues are credited to the state revolving fund account established pursuant to the Act. Pledged revenues consist of municipal obligation payments, fees and charges, fines and penalties collected by the State under the program. Other receipts, funds or moneys held pursuant to the Indenture of Trust entered into by the State and U.S. Bank, as Trustee, include investment earnings and moneys in the funds and accounts established. The Debt Service Fund and the Interest Subsidy Fund are held in trust by the Trustee and are the accounts from which payments of principal and interest are to be made.

The audit of the CWF generally involves fieldwork at the Department of Environmental Protection as well as the Office of the State Treasurer.

The services which the State seeks for the CWF include the following:

- a. Annual financial audit of the program for the three fiscal years ending June 30, 2006, 2007 and 2008 on behalf of the Office of the State Treasurer, including the audit required by the Single Audit Acts and OMB Circular A133.

- b. Annual compliance audit of the SRF programs for the years ending June 30, 2006, 2007 and 2008 on behalf of the Department of Environmental Protection for the CWF.
- c. Verification and/or confirmation of program debt service requirements including the adequacy of the Debt Service Account and Support Fund.
- d. Financial involvement and support for any related revenue bond issues.

Professional Auditing Services for the Drinking Water Fund

In fiscal year 1997, the Federal Government began awarding capitalization grants to states for the purpose of creating SRF programs for the benefit of public water systems. The State of Connecticut established its drinking water program, as provided in Connecticut General Statutes Section 22a-477, to lend to publicly owned, privately owned and nonprofit public water systems for the planning, design and construction of eligible drinking water projects. The lending program began in June 1999. The State began leveraging the Drinking Water federal capitalization grants with the 2001 bond issue. The DWF is cross collateralized with the CWF, and both programs received proceeds from the 2001 and the 2003 bond issues.

While there are no project grants, the State has created several programs which are directly funded by the federal capitalization grants as part of the Drinking Water program, the largest of which include Operator Certification, Capacity Development and Technical Assistance.

The audit of the DWF should include fieldwork at the Department of Public Health as well as the Department of Environmental Protection and the Office of the State Treasurer.

The services which the State seeks for the DWF include the following:

- a. Annual financial audit of the program for the three fiscal years ending June 30, 2006, 2007 and 2008 on behalf of the Office of the State Treasurer, including the audit required by the Single Audit Acts and OMB Circular A133.
- b. Annual compliance audit of the SRF programs for the years ending June 30, 2006, 2007 and 2008 on behalf of the Department of Public Health.
- c. Verification and/or confirmation of program debt service requirements including the adequacy of the Debt Service Account and Support Fund.
- d. Financial involvement and support for any related revenue bond issues.

SECTION III - EVALUATION CRITERIA

Firms will be evaluated on the basis of their written responses to this RFP, additional written information requested by the Office of the State Treasurer and oral interviews, if any, against the following criteria:

- Depth of experience and knowledge of the firm in auditing governmental entities and the firm's continuing commitment to serving the public sector.
- Technical expertise, quantitative skill and experience of the firm and the staff responsible for this work.
- Understanding of work to be performed, the regulatory environment and the audit responsibilities of the programs. Overall degree of critical understanding of issues relating to the State of Connecticut including its financial systems, its capital structure, its existing debt and its financing plans.
- Organization of the audit team including the availability of the primary contact, appropriate staffing levels for the assignments and the depth and availability of the other professionals. Ability of the firm to adequately staff and complete the Scope of Services and time-sensitive transactions and to interact effectively with the Office of the State Treasurer and other State agencies, bond and disclosure counsel, underwriters, underwriters' counsel, trustees and other professionals involved in the State's financings.
- Firm's reputation and industry standing.
- Cost competitiveness.
- Equal employment opportunity record as evidenced by the composition of firm personnel and the firm's affirmative action and equal employment opportunity policies and practices.
- Overall quality of the written proposal, and oral presentation, if any.
- Commitment to the State of Connecticut and corporate citizenship policies, including the charitable contribution of money and time; local procurement of goods and services; development of participation in internship programs or scholarships; and policies with regard to the use of women-owned, minority-owned and small business enterprises.
- Overall compliance with State and federal laws and policies as evidenced in the completion of the Section VI, Part C - Required Legal and Policy Attachments and the required submissions.

SECTION IV - TECHNICAL REQUIREMENTS

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of your firm in undertaking these independent audits. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the requirements of this RFP. Items below must be included, because they represent the criteria against which the proposal will be evaluated.

A. Independence

The firm should provide an affirmative statement that it meets the independence standards of the U.S. General Accounting Office's Government Auditing Standards (1994). The firm should also list and describe the firm's professional relationships involving the State of Connecticut or any of its agencies or component units and departments for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audits.

B. License to Practice

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed/registered to practice in Connecticut.

C. Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and those so employed on a part-time basis. The firm should provide as much information as possible regarding the number, qualifications, experience and training of the specific staff assigned to this engagement. The firm also should indicate how the quality of staff over the term of the agreement would be assured. Audit personnel may be changed at the discretion of the Respondent provided that replacements have substantially the same or better qualifications and experience. The firm should also indicate that it has no record of substandard work and is in good standing with the Connecticut Society of Certified Public Accountants and the State Board of Accountancy.

D. Prior Engagements with the State Treasurer's Office

The firm should list separately all engagements within the last five years, ranked on the basis of total staff hours, for the Office of the State Treasurer by type of engagement (i.e., audit, management advisory services, other).

E. Similar Engagements with Other State Agencies

List the most significant engagements (maximum of five) performed in the last five years that are similar to the engagement described in this RFP.

F. Similar Engagements with Connecticut Municipalities

List the most significant engagements (maximum of five) performed in the last five years that are similar to the engagement described in this RFP.

G. Prior Engagement Involving Compliance Audits for Federal Grant Recipients

List the most significant engagements (maximum of five) performed in the last five years that are similar to the engagement described in this RFP.

H. Specific Audit Approach

The proposal should set forth a work plan including an explanation of the firm's audit methodology to perform the services required in the cover letter accompanying this RFP. In developing the work plan, reference should be made to such sources of information as the Public and Special Acts, the Connecticut General Statutes and financial and other management information relating to the State's STF and the STO bond issues involved and/or the State's CWF SRF, the DWF SRF and the related revenue bond issues.

Respondents will be required to provide the following information on their audit approach:

1. Proposed segmentation of the engagement(s).
2. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
3. Sample sizes and the extent to which statistical sampling is to be used in the engagement.
4. Extent of use of computer software in the engagement.
5. Type and extent of analytical procedures to be used in the engagement.
6. Approach to be taken in determining laws and regulations that will be subject to audit test work.
7. Approach to be taken in drawing audit samples for purposes of tests of compliance.

8. Approach to handling required filings of audited financial statements and related information for the STF, the CWF and the DWF.
 9. Ability to provide electronic versions of audited financial statements.
- I. Verification and/or Confirmation of Program Projections

The services expected in this phase will require the Respondent to:

1. Independently reconcile cash in the various funds.
2. Prepare closing certificates for bond issues.
3. Prepare written confirmation of the accuracy of the debt service reserve funding, and coverage ratios, if applicable.
4. Confirm the debt service and cash flow projections and/or coverage ratios, if applicable.

J. Identification of Potential Audit Problems

The proposal should identify and describe any potential audit problems, the firm's approach to resolving these problems and any special assistance that may be requested from the State of Connecticut.

K. Annual Report Format

For the STF, annual reports should generally adhere to the format established over the history of the Fund. Please note that the annual audit report is required, under Section 7.4 of the Senior Indenture, to be completed within 120 days of the end of each fiscal year, usually by October 28 of each year.

For the CWF and the DWF, reports should generally adhere to the format established over the history of the Fund. Firms should also refer to Section 66.458 of the Compliance Supplement for Single Audits of State and Local Governments issued by OMB for use by independent auditors in conducting SRF audits. The Annual Review Procedures for EPA Regions 1 (see Section X - Additional Information) lists certain items that must be reviewed when determining if the program has complied with the federal regulations. The compliance audit must address, at minimum, such questions, and be in a format acceptable to the EPA. Please note that the annual reports are required by State statutes and federal regulations to be completed and distributed no later than 90 days after the close of the State fiscal year, usually September 30 of each year. To meet this requirement, the audit reports must be completed at least two weeks before, or about September 15, for inclusion in the annual reports.

SECTION V - GENERAL REQUIREMENTS AND CONDITIONS

If your firm elects to respond to this RFP, submission of your proposal assumes acceptance of the following understandings:

- A. The audits must be performed in accordance with generally accepted auditing standards. The CWF and the DWF audits must be performed in accordance with the standards set forth for financial audits in the U.S. General Accounting Office's Government Auditing Standards (1994), the provisions of the federal Single Audit Acts of 1984 and 1987 and U.S. Office of Management and Budget (OMB) Circular A-133 (Revised), Audits of State and Local Governments. In addition, these audits must conform to the requirements of the Clean Water Fund Revenue Bond Program General Bond Resolution dated December 7, 1990. (See Section X - Additional Information.)
- B. The proposal should describe the firm's overall approach, plans and qualifications for accomplishing the specific services described in Section II Scope of Services of this RFP. Value-added services not specifically requested but offered by the Respondent should also be described.
- C. The price quoted includes all travel and related out-of-pocket expenses that may be incurred. Cost estimates will be considered as "not-to-exceed" quotations, against which time and expenses will be charged. The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes, therefore, must not be included in the price quoted. Finally, the price quoted will be applicable to the entire term of the contract and will not be subject to alterations unless an extension of the scope is warranted.
- D. The State reserves the right to withdraw this RFP without notice, to reject all proposals, to reject all proposals not conforming to this RFP and to waive any irregularity or informality with respect thereto. The State shall not be responsible for any costs incurred by the Respondents in preparing, submitting or presenting their proposal. All work products of the Respondents in proposing to the State shall be the property of the State.
- E. Proposals received after the date and time stated cannot be considered and will be returned.
- F. Any contract awarded as a result of the RFP must be in full conformity with State and federal laws and policies as evidenced in the completion of the Section VI, Part C - Required Legal and Policy Attachments and the required submissions.
- G. The State of Connecticut further reserves the right to make awards under this RFP without interviews of the Respondents. Proposals should be submitted on the most favorable terms from a technical and price standpoint. The State of Connecticut reserves the right not to accept the lowest-priced proposal.

- H. Proposals must be signed by an authorized officer of the firm. Proposals must also provide name, title, address and telephone number for individuals with authority to negotiate and contractually bind the firm, and for those who may be contacted for the purpose of clarifying the information provided.
- I. Proposals should be for a period of three (3) years. The State reserves the right to extend the contract in accordance with State regulations. Should the specifications outlined in this RFP change materially during this three-year period, the State reserves the right to renegotiate or cancel the contract upon giving 60 days written notice.
- J. All work papers which result from the performance of the services described herein must be made available to the State and its Auditors of Public Accounts.
- K. All documents, including but not limited to any compliance letters, financial statements, disclosures and management letters, provided to the State are public records pursuant to Connecticut General Statutes Section 1-218 and may be published by the State at any time at its sole discretion.

SECTION VI - REQUESTED INFORMATION

Section VI - Requested Information consists of three parts: Part A: General Information; Part B: Fee Proposal and Part C: Required Legal and Policy Attachments. **All firms submitting a proposal must provide the information requested under Parts A, B and C. Firms responding for more than one program must provide a separate response to Part B for each program.**

Part A - General Information

All firms must respond to Part A. The format should be followed in order to allow the State to have a working basis of comparing one proposal with another. The elements within this outline are expected to be addressed in any submitted proposal; however, additions to it may be made where necessary for purposes of clarification or amplification.

Executive Summary

Provide the name, title, address, telephone number, fax number and e-mail address of the person the State should contact in connection with your proposal.

- I. Technical Criteria
 - A. Overview
 - B. Understanding of Work to be Performed
 1. Audit approach
 2. Verification of projections
 3. Time estimates
 4. Timetable
 - C. Technical Experience of Firm
 1. Firm's commitment to public service
 2. Audits of governmental entities
 3. Audits of Connecticut municipal issuers

4. Audits of other entities
5. Experience in and understanding of derivative products for municipal issuers
6. Experience in and approach to verification of cash flows. Discuss your firm's analytical and quantitative resources including commercially available software programs, internally created programs and staff assigned to this work.
7. References. Provide the name, title, company or governmental entity, address and telephone number of three client references the State may contact in connection with your proposal.

II. Qualifications of the Audit Team

Education, experience, accreditation and continuing education of client service team members. Provide brief resumes summarizing the backgrounds and qualifications of the specific individuals in your firm who would be assigned to work with the State. Specify the person who will serve as the primary day-to-day contact and discuss the primary roles that other members of your team will fill. Indicate how the quality and availability of the staff over the term of the agreement will be assured. (Resumes may be included as an Appendix to your proposal.)

III. Overview of firm.

Provide a brief description of your firm and its ownership structure. Discuss the location(s) of the office(s) from which the primary work on this engagement is to be performed. Detail the staffing levels of your firm including job titles for each staff position as of the date of your proposal. Provide job descriptions and the minimum experience required for each job title. Explain any significant changes in staffing and/or organization of your firm during the previous three years.

- IV. Provide a summary of the key strengths and qualifications of your firm to provide professional auditing and accounting services to the State. (Your response to this question should not exceed one page.)

Part B - Fee Proposal

Firms must respond to Part B using the format below. Firms responding for more than one program must submit a separate Schedule of Fees and Expenses for each program.

Cost of Services (All-Inclusive Maximum Price Per Year)

The bid should contain all pricing information in order to perform the auditing and accounting services described in the RFP in a Schedule of Fees and Expenses, as shown below. Bids must include support for the maximum price and provide rates for partner, manager, supervisory and staff level times the hours anticipated for each. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs

including all out-of-pocket expenses for each year of the three-year contract. Administrative support and other work necessary to provide services described in your response should be included in the professional fees quoted. Bids must be provided for Part I – Audits and Part II - Bond Issues, separately.

I. Audits

II. Bond Issues

- Special Transportation Fund Revenue Bond Issues (assume one per year).
- Clean Water Fund Revenue Bond issues for both the CWF and the DWF (assume one per year). Responders should note that while the State has two separate SRF programs, since 2001, each revenue bond issue provides funding for both programs.

Please detail any other fees and expenses you would anticipate charging in connection with this engagement. Please identify any fee structures, other than hourly rates, that would be acceptable to your firm. Discuss the benefit to the State of such arrangements and any limitations thereon. The contract may be extended for a fourth year. Please provide fees and expenses that would apply to a fourth year, or if prices will escalate with CPI, please state the particular regional CPI index referenced.

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

PROGRAM _____

	Projected Hours 2006	Quoted Rates 2006	Total 2006	Projected Hours 2007	Quoted Rates 2007	Total 2007	Projected Hours 2008	Quoted Rates 2008	Total 2008
I. Annual Audit Hours									
Partners		\$	\$		\$	\$		\$	\$
Managers		\$	\$		\$	\$		\$	\$
Supervisory Staff		\$	\$		\$	\$		\$	\$
Staff		\$	\$		\$	\$		\$	\$
Subtotal:		\$	\$		\$	\$		\$	\$
Out-of-Pocket Expenses									
TOTAL ALL-INCLUSIVE MAXIMUM PRICE FOR ANNUAL AUDIT ONLY		\$	\$		\$	\$		\$	\$
II. Bond Issue Hours					\$	\$		\$	\$
Partners		\$	\$		\$	\$		\$	\$
Managers		\$	\$		\$	\$		\$	\$
Supervisory Staff		\$	\$		\$	\$		\$	\$
Staff		\$	\$		\$	\$		\$	\$
Subtotal:		\$	\$		\$	\$		\$	\$
Out-of-Pocket		\$	\$		\$	\$		\$	\$

Expenses									
TOTAL ALL-INCLUSIVE MAXIMUM PRICE FOR PER BOND ISSUE ONLY.		\$	\$						

Part C - Required Legal and Policy Attachments

This section includes the directions for completion of Legal and Policy Attachments A-J. Please provide four (4) separately bound copies of the following Legal and Policy Attachments. One of the four copies must contain an original signature on each item.

A link to each of the statutes cited is provided at the end of each section of this document.

Attachment A CHRO CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO RESPONDENTS:

This document informs you of the Treasurer’s obligation to consider certain factors relating to equal opportunity and affirmative action in her review of all Respondents’ qualifications, as required under Regulations of the Commission on Human Rights and Opportunities, Conn. Agency Regs. §§46a-68j-21 through 43. You may review those regulations by clicking on the following link:
<http://www.state.ct.us/chro/metapages/regulations/CCRegs.htm>

To complete Attachment A, please read, then sign and date the acknowledgement.

Attachment B EMPLOYER INFORMATION REPORT:

Please complete one form for each of the three (3) most recent reporting periods, and notarize where indicated. The demographic information requested is the same information that is reported on the federal EEO-1 form. You must complete this information even if you are not subject to the federal law requiring EEO-1 reports.

Attachment C EMPLOYMENT PRACTICES INFORMATION:

The information requested expands on the EEO information provided in Attachment B, by asking for information on the demographics of Respondents’ upper level management, recent promotion statistics, and your equal opportunity and affirmative action policy. Please provide all requested information, being sure to identify it by the subsection to which it responds, and notarize where indicated.

Attachment D AFFIDAVIT OF THIRD PARTY FEES PAID OR RECEIVED:

Any person or entity wishing to do business with the State Treasurer must disclose in writing any payment or receipt of third party fees, or agreement to pay or receive third party fees attributable to the contract. This disclosure requirement, which is imposed by Connecticut General Statutes Section 3-13j for investment services contracts, has been extended by the Treasurer, as a matter of public policy, to all Treasury contracts. The

following links will provide useful guidance on the types of payments that must be reported and those fees that are impermissible under Connecticut General Statutes Section 3-13:

<http://www.state.ct.us/ott/reform/reforminterincriteria.pdf>

<http://www.state.ct.us/ott/pensiondocs/amendedregulations.pdf>

In addition, you must report on this affidavit any “consulting agreement” entered into in connection with this contract, pursuant to the requirements of P.A. 05-287 sec. 51. “Consulting agreement” means “any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. “Consulting agreement” does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted.” If the consultant identified is a former Connecticut public official or state employee, you must also report the former agency of such consultant and his/her employment termination date.

Please provide the requested information, and notarize where indicated. If you have no fees or agreements to report, please insert “none” on the affidavit.

Attachment E TREASURY VENDOR INTEGRITY AFFIDAVIT:

State law prohibits state agencies from executing a contract with a person or firm, having a total cost to the state of more than \$500,000 in a calendar or fiscal year, unless the agency receives an affidavit from the person or firm attesting to whether any gifts as defined in Connecticut General Statutes Section 1-79 were given by the firm or by any principals or key personnel of the firm in the preceding two (2) years to designated public officials or employees of the agency. See Connecticut General Statutes Section 4-250 et seq. The Treasurer requires **all** Respondents to complete an integrity affidavit, regardless of the value of the proposed contract. Please complete the affidavit by providing the requested information on any gifts that have been given, and notarize where indicated. If you have no gifts to report, insert “none” on the chart. If your firm does not maintain the requested information in the ordinary course of business, you are required to perform the necessary inquiry to enable you to complete this affidavit.

Attachment F CORPORATE CITIZENSHIP:

All Respondents are asked to demonstrate their commitment to being a good corporate citizen by providing information on charitable and civic activities they sponsor or participate in which improve the communities in which they are located and do business. Attachment F includes a list of representative activities that would satisfy this request. However, if your company engages in other activities that are not listed there, you are

encouraged to report them. Please provide information on your corporate citizenship activities.

Attachment G NOTICE OF CERTAIN LEGAL PROCEEDINGS:

The purpose of this disclosure is to inform the Treasurer of any legal proceedings or investigations in the recent past or that are ongoing that could have a material effect on your ability to perform services for the Treasury or affect your business relationship with this office. Please provide the requested information, and notarize where indicated. Please do not respond by referring the State Treasurer to online filings with public agencies, such as the SEC. It is your obligation to provide the information with your response. If you have no information to report in response to any of the disclosure requests, you may indicate “none” on the Supplemental Information attachment.

Links to Statutes

Conn. Gen. Stat. § 1-79 <http://www.cga.ct.gov/2005/pub/Chap010.htm#Sec1-79.htm>

Conn. Gen. Stat. § 3-13j <http://www.cga.ct.gov/2005/pub/Chap032.htm#Sec3-13j.htm>

Conn. Gen. Stat. § 3-13l <http://www.cga.ct.gov/2005/pub/Chap032.htm#Sec3-13l.htm>

Conn. Gen. Stat. § 4-250 et seq. <http://www.cga.ct.gov/2005/pub/Chap055c.htm>

Public Act 05-287 sec. 51 <http://www.cga.ct.gov/2005/ACT/PA/2005PA-00287-R00SB-00096-PA.htm>

Attachment H CAMPAIGN CONTRIBUTION DISCLOSURE:

State law prohibits the State Treasurer from entering into a contract for investment services with any firm when a political committee established by the firm, or any “principal of the investment services firm,” as defined in the law, has contributed to or solicited contributions on behalf of an exploratory or campaign committee established by the State Treasurer for her nomination or election to the Office of State Treasurer. See Conn. Gen. Stat. §§1-84(n), 9-333n. Please complete the requested attestation that no contributions have been made, and notarize where indicated. If your firm does not maintain in the ordinary course of business the information needed to complete the required attestation, you are required to perform the necessary inquiry to enable you to complete this affidavit.

Attachment I ANTI-TERRORISM:

The purpose of this attachment is to assist the Treasurer in fulfilling her statutory duty under Conn. Gen. Stat. §3-13d(a) to consider the implications of any investment in relation to the foreign policy and national interests of the United States and to avoid the investment of pension funds in entities that are contributing to the threat of global terrorism. We are requesting Respondents to provide us with assurance that they have adequate procedures in place to ensure compliance with federal anti-terrorism laws. Please complete the requested attestations and notarize where indicated.

Attachment J CONFLICTS OF INTEREST:

Please disclose any material conflicts of interest and sign where indicated. If you have no conflicts to report, state “none.”

Links to Statutes

Conn. Gen. Stat. § 1-84 <http://www.cga.ct.gov/2005/pub/Chap010.htm#Sec1-84.htm>

Conn. Gen. Stat. § 3-13d <http://www.cga.ct.gov/2005/pub/Chap032.htm#Sec3-13d.htm>

Conn. Gen. Stat. § 9-333n <http://www.cga.ct.gov/2005/pub/Chap150.htm#Sec9-333n.htm>

SECTION VII - SUBMISSION OF PROPOSALS

- A. **Minimum Submission Requirements.** To be considered, at a minimum, proposals must: (1) be submitted before the deadline, (2) follow the required format, (3) satisfy the packaging and labeling requirements and (4) include the required Attachments.
1. **Deadline:** No later than 3:00 p.m. on May 23, 2006.
 2. **Required Format:**
 - a. Cover letter signed by an individual authorized to commit the firm to a Personal Services Agreement with the State of Connecticut. The cover letter should include a written statement that the Respondent has read and accepts the RFP's conditions, the Office of the State Treasurer's standard contract and conditions and the State's contract compliance requirements in their entirety and without amendment. The statement must be signed by the Respondent.
 - b. **Style Requirements.** Proposal must respond to the questions asked and information requested in Section VI of this RFP using the format provided in Section VI of the Proposal of this RFP. Proposals must conform to the following requirements: (1) be word processed or typewritten, (2) use font size of not less than 12 points, (3) have margins of not less than 1" on the top, bottom, and sides of all pages, (4) be not more than 25 pages in length, excluding the Required Legal and Policy Attachments, (5) display the Respondent's name on the header of each page and (6) display page numbers at the bottom of each page. Brief and concise answers are encouraged.
 - c. Separate responses to Section VI Part B including Schedule of Fees & Expenses as shown on page 13 must be prepared for the STF, the CWF and the DWF to the extent your firm wishes to serve one or more of these programs.
 3. **Packaging and Labeling Requirements.** One original and six (6) conforming copies of the response to this RFP, separately bound; one executed original and three (3) copies of the response to Section VI – Required Legal and Policy Attachments and one copy of the proposal and the Attachments in PDF format on a CD-R disk must be received at the Office of the State Treasurer, 55 Elm Street, 6th Floor, Hartford, CT 06106, Attention: Sharon Dixon Peay, no later than May 23, 2006. The original proposal must be clearly identified as such and signed by the Respondent. The name and address of the Respondent must appear in the upper left-hand corner of the envelope or package. The sealed envelope should be identified as follows: "Proposal for Professional Auditor and Accounting Services."

4. **Required Legal and Policy Attachments.** Complete all Legal and Policy Attachments in accordance with the directions provided. Failure to complete the Legal and Policy Attachments may result in the Proposal not being reviewed.
 5. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further. Unsigned proposals will be rejected. Responses received after that deadline will not be considered. Proposals transmitted by facsimile will not be accepted or reviewed.
- B. **Inquiry Procedures.** Respondents may submit questions about the RFP to Sharon Dixon Peay, Debt Management Specialist, by e-mail at sharon.peay@po.state.ct.us or by telephone at (860) 702-3134; or about the Attachments A-K to Shelagh McClure by e-mail at shelagh.mcclure@po.state.ct.us or by telephone at (860) 702-3070. Please indicate "Proposal for Professional Auditor and Accounting Services" in the subject line of your e-mail.
- C. **Confidential Information.** Respondents are advised that the Office of the State Treasurer is a public agency and its records, including responses to this RFP, are public record. Information in a response that is deemed by the proposing Respondent to be confidential and proprietary should be identified. Respondents should also provide justification why such information, upon request, should not be disclosed by the Office of the State Treasurer.
- D. **References.** Identify three recent clients that we may contact as references. Provide the following information for each reference: name, title, company address and telephone number.
- E. **Contract Compliance Requirements.** The State of Connecticut is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to or operation of its programs, services or activities.
- F. **Consultants.** Section 51 of No. 05-287 (in this section, the Act) requires that this solicitation include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:
- (1) No State agency shall execute a contract for the purchase of goods or services, which contract has a total value to the State of fifty thousand dollars or more in any calendar or fiscal year, unless the State agency obtains the written affidavit described in subsection (2) of this section.
 - (2) (a) The chief official of the vendor awarded a contract described in subsection

(1) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State; (B) contacting, whether in writing or orally, any executive, judicial or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted.

- (b) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement.
 - (c) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated.
 - (d) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.
- (3) If a vendor refuses to submit the affidavit required under subsection (2) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

This section is set forth here only for purposes of providing notice of the requirements of the Act. Accordingly, it is neither intended nor should it be interpreted nor relied upon to be a complete and full reiteration of the Act's contents. Any interpretation or understanding of the Act's requirements or content by any party must come only from reading the full text of the Act itself. **Compliance with this requirement is satisfied by completion of Attachment D - Third Party Fees form.**

G. Interviews with Respondents. At its discretion, the Office of the State Treasurer may convene interviews with Respondents in order to gain a fuller understanding of the Respondent's proposals. If the Office of the State Treasurer decides interviews are warranted, the Office of the State Treasurer will telephone Respondents to make an appointment. Any such interviews are tentatively scheduled for the week of June 5, 2006.

H. Joint Proposals will not be considered.

Section VIII - RFP Conditions

- A. All proposals submitted in response to this RFP will become the sole property of the Office of the State Treasurer.
- B. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP will become the sole property of the Office of the State Treasurer.
- C. Timing and sequence of events resulting from this RFP will ultimately be determined by the Office of the State Treasurer.
- D. The Respondent agrees that the proposal will remain valid for a period of 180 days after the deadline for submission and may be extended beyond that time by mutual agreement.
- E. The Office of the State Treasurer may amend or cancel this RFP, prior to the due date and time, if the Agency deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered.
- F. Any costs and expenses incurred by Respondents in preparing or submitting proposals, including travel expenses incurred to attend Respondent's interviews, are the sole responsibility of the Respondent.
- G. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the Office of the State Treasurer at the Respondent's sole cost and expense.
- H. By submitting the proposal, the Respondent represents and warrants that the proposal is not made in connection with any other Respondent and is in all respects fair and without collusion or fraud. The Respondent further represents and warrants that the Respondent did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance and that no agent, representative or employee of Office of the State Treasurer participated directly in the Respondent's proposal preparation.
- I. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format or comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

- J. The Respondent must accept the Office of the State Treasurer's standard contract language and conditions. See Attachment K - Form of Personal Services Agreement.
- K. The Office of the State Treasurer reserves the right to award in part or to reject any and all proposals in whole or in part for misrepresentation or if the Respondent is in default of any prior State contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The Office of the State Treasurer also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.
- L. The Office of the State Treasurer reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Respondent and subsequently awarding the contract to another Respondent. Such action on the part of the Office of the State Treasurer shall not constitute a breach of contract on the part of the Office of the State Treasurer since the contract with the initial Respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the Office of the State Treasurer and the Respondent.
- M. Prior to its engagement by the Office of the State Treasurer, the successful Respondent shall furnish the Office of the State Treasurer with a current and valid Letter of Good Standing issued by the State of Connecticut Department of Revenue Services, pursuant to Connecticut General Statutes 12-2. The failure of the successful Respondent to timely provide a Letter of Good Standing prior to engagement may result in the removal and replacement of the successful Respondent.

Attachments – Required Legal and Policy Attachments

ATTACHMENT A

CHRO - CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO RESPONDENTS

The contract to be awarded is subject to compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes, and when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as respondents, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” is defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans ... (2) Hispanic Americans ... (3) persons who have origins in the Iberian Peninsula ... (4) Women ... (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians ... ” An individual with a disability is also a minority business enterprise as provided by Section 32-9e of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the respondent's qualifications under the contract compliance requirements:

- a. the respondent's success in implementing an affirmative action plan;
- b. the respondent's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Regulations of Connecticut State Agencies, inclusive, if applicable;
- c. the respondent's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- d. the respondent's promise to set aside a portion of the contract for legitimate minority business enterprise. See Section 46a-68j-30(10) (e) of the Contract Compliance Regulations.

***INSTRUCTIONS:** Respondent must sign acknowledgment below, and return acknowledgment to Awarding Agency along with bid proposal.

The undersigned acknowledges receiving and reading a copy of the "Notification to Respondent's" form.

Signature

Date

STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER
EMPLOYER INFORMATION REPORT

COMPANY ("Respondent") _____ For the Period from _____ to _____

- Please provide one form for each of the past three (3) years

Employment Data	TOTAL EMPLOYEES	MALE						FEMALE					
		WHITE	BLACK	HISPANIC	ASIAN	NATIVE AMERICAN	TOTAL MALE	WHITE	BLACK	HISPANIC	ASIAN	NATIVE AMERICAN	TOTAL FEMALE
Job Categories													
Officials and Managers													
Professionals													
Technicians													
Sales Workers													
Office and Clerical													
Craft Workers (Skilled)													
Operatives (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
PRIOR YEAR TOTALS													

The undersigned, on behalf of the company identified above, hereby certifies that the information as set forth herein is true and accurate to the best of his/her knowledge and belief under penalty of false statement.

Certifying Official: Type Name and Title
Signature _____

Subscribed and sworn to before me this _____ day of _____, 200_____.

Notary Public/Commissioner of the Superior Court
REV 02/03/2005

STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER

EMPLOYMENT PRACTICES INFORMATION

COMPANY Name _____ (“Respondent”)

Please provide the following information:

- a. A current list of the titles and years of employment of women and minority key managers and/or senior officers.
- b. Documentation of any promotions in the past three (3) years among
 - i. minority professionals or managers
 - ii. women professionals and managers
- c. A copy of your firm’s equal opportunity and affirmative action policy.
- d. Any other information that would demonstrate the firm’s commitment to expanding diversity in the workplace, including recruiting initiatives, retention and promotion efforts, and ongoing assessment of the firm’s progress.

The undersigned, on behalf of the company identified above, hereby certifies that the information provided in response to this Attachment C is true and accurate to the best of his/her knowledge and belief under penalty of false statement.

Certifying Official:

Signature _____

(type name and title)

Subscribed and sworn to before me this _____ day of _____, 200____.

Notary Public/Commissioner of the Superior Court

FORM A3: FOR COMPLETION BY ALL VENDORS BEFORE CONTRACTING

STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER

AFFIDAVIT OF THIRD PARTY FEES AND
DISCLOSURE OF CONSULTING AGREEMENTS

I, _____, a duly authorized officer and/or representative of _____, being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath.
2. _____ (firm name) intends to enter into a contract to furnish services to the Office of the State Treasurer (the "Contract").
3. All third party fees, agreements to pay third party fees, and consulting agreements attributable to the Contract are as follows:

NAME OF PAYEE	DOLLAR AMOUNT PAID OR VALUE OF NON-CASH COMPENSATION AND DATE	FEE ARRANGEMENT	SPECIFIC SERVICES PERFORMED OR TO BE PERFORMED BY PAYEE ¹

(Attach additional copies of this page as necessary.)

NOTE: For each third party fee or consulting arrangement described above, complete the attached Form A3a.

4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief under penalty of perjury.

Signed: _____
Print Name: _____
Title: _____

Subscribed and sworn to before me this _____ day of _____, 200__.

Notary Public/Commissioner of the Superior Court

¹ Please attach documents evidencing the terms of the fee arrangement and services.

STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER

ADDENDUM TO AFFIDAVIT OF THIRD PARTY FEES

For each fee arrangement disclosed in the attached Affidavit, please explain whether and how each such payment falls within one or more of the following categories of compensation:

- (1) Compensation earned for the rendering of legal services when provided by an attorney while engaged in the ongoing practice of law;
- (2) Compensation earned for the rendering of investment services, other than legal services, when provided by an investment professional while engaged in the ongoing business of providing investment services;
- (3) Compensation for placement agent, due diligence or comparable tangible marketing services when paid to a person who is an investment professional (i) engaged in the ongoing business of representing providers of investment services, or (ii) in connection with the issuance of bonds, notes or other evidence of indebtedness by a public agency;
- (4) Compensation earned by a licensed real estate broker or real estate salesperson while engaging in the real estate business on an ongoing basis; or
- (5) Payments for client solicitation activities meeting the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940.

For each fee arrangement disclosed in the affidavit, please respond to the following:

- (1) Is the fee paid to a former state employee or public official? If so, please identify such person's former agency, position and the date such employment was terminated.

"Consulting agreement" shall have the meaning set forth in Section 51(b)(1) of P.A. 05-287.

"Third party fees" includes those activities enumerated in Section 3-13j of the Connecticut General Statutes.

Attach additional pages as necessary.

ATTACHMENT E

**STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER**

**TREASURY VENDOR INTEGRITY AFFIDAVIT
TO ACCOMPANY BID OR PROPOSAL**

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear:

1. I have caused to be conducted a diligent inquiry, including a query of principals and key personnel and/or a search of Firm records, as applicable, regarding the giving of gifts in order to complete this affidavit;
2. During the two-year period preceding the submission of this bid or proposal neither I nor any principals or key personnel of (firm name) who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a gift, as defined in Conn. Gen. Stat. §1-79(e), including a life event gift as defined in Conn. Gen. Stat. §1-79(e)(12), to any public official or state employee of the Office of the Connecticut State Treasurer who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal, except the gifts listed below:

<u>Name of Benefactor</u>	<u>Name of Recipient</u>	<u>Gift Description</u>	<u>Value</u>
<u>Date of Gift</u>			

List information here

3. Neither I nor any principals or key personnel of (firm name) who participated directly, extensively and substantially in the preparation of this bid or proposal know of any action to circumvent this gift affidavit.

Sworn as true to the best of my knowledge and belief, under penalty of false statement.

Print Name:
Title:

Date:

Sworn and subscribed before me on this _____ day of _____, 200__

Commissioner of the Superior Court/Notary Public

ATTACHMENT F**STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER**

CORPORATE CITIZENSHIP

COMPANY Name _____ **(“Respondent”)**

For the past three years, please provide the Office of the Treasurer with the following information regarding any of the respondent’s policies/practices that demonstrate respondent’s positive commitment to the communities in which it does business. The following is a representative list of the types of activities that would satisfy this request:

1. A summary of respondent’s charitable giving activities including matching charitable contributions of employees and an outline of respondent’s strategy for charitable giving activities.
2. A representative list of organizations that respondent supports or events that respondent has sponsored; indicate any Connecticut-based groups.
3. A list of names and addresses of women-owned, minority-owned, and emerging businesses with which respondent does business.
4. A brief description of any internship programs respondent offers and the applicable percentage of minority and women recipients.
5. A brief description of any scholarships respondent provides to students and the applicable percentage of minority and women recipients.
6. A description of any written policies maintained by respondent that foster good corporate citizenship, and those that encourage respondent’s employees to volunteer time or make charitable contributions. Particular focus should be given to efforts to promote good corporate citizenship in Connecticut.
7. A description of any written procurement policies or programs used by respondent to foster business relationships with women-owned, minority-owned and/or emerging businesses.
8. Any other information not covered above that would help give the Treasurer a better understanding of respondent’s views on corporate citizenship.

*STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER*

NOTICE OF LEGAL PROCEEDINGS

COMPANY (“Respondent”)

I _____ (name and title) hereby represent that:

1. I have the requisite knowledge and authority, and have made any inquiry necessary, to fully, completely and accurately provide the information requested in this affidavit;
2. I have disclosed in the Supplemental Information attached to this affidavit:
 - a. any and all material lawsuits, legal or administrative proceedings or governmental investigations, criminal actions or law enforcement activities (including those by federal, state or local authorities, or self-regulatory organizations) or non-routine Securities and Exchange Commission inquiries or investigations relating to Respondent or any of Respondent’s affiliates, including any proceedings to which Respondent, its affiliates, or any of their respective officers, directors or employees is a named party or of which any of such has been the focus, that have occurred in the last five (5) years or that are currently threatened, including whether Respondent or any of its affiliates, or their respective officers, directors or employees has been censured by any regulatory body;
 - b. any claim for errors & omissions, fiduciary liability and/or fidelity bond insurance coverage submitted by Respondent, its principals or any of Respondent’s affiliates in the past five (5) years;
 - c. any and all ongoing internal investigations of any of Respondent’s officers, directors or employees, giving specific attention to those persons who would be closely responsible for the products or services sought by the Office of the Treasurer.
3. Except as disclosed in the Supplemental Information attached hereto, I am not aware of any activities of the Respondent, its affiliates, or any officers, directors or employees of the Respondent or its affiliates, that are likely to result in any of the above investigations or proceedings.
4. Respondent has adequate procedures in place to undertake internal investigations of its employees, officers and directors, which procedures are described in the Supplemental Information attached hereto.

The undersigned, on behalf of the Respondent identified above, hereby certifies that the information set forth in response to this Attachment G, including any and all Supplemental Information, is sworn to as true, complete and accurate to the best of my knowledge and belief, under penalty of false statement.

Print name: _____ Date: _____

Title: _____

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court/Notary Public

SUPPLEMENTAL INFORMATION
to Attachment G

Respondent's Name _____

2a.

2b.

2c.

4.

*STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER*

CAMPAIGN CONTRIBUTION DISCLOSURE

COMPANY (“Respondent”)

I, _____ (name and title), duly authorized, after diligent inquiry, hereby certify that none of the following have made a contribution to or solicited contributions on behalf of an exploratory committee or candidate committee established by the State Treasurer for her nomination or election to the Office of the Connecticut State Treasurer :

- a. Director of or person having an ownership interest in the respondent’s entity greater than 5%;
- b. The President, Treasurer, or Executive or Senior Vice President (or similar positions) of the respondent’s entity;
- c. An employee of the respondent’s entity having managerial or discretionary responsibilities with respect to services provided to the Office of the Connecticut State Treasurer;
- d. The spouse or dependent child of any individuals described in subsections a-c; or
- e. A political committee or political action committee established by the respondent’s firm or on behalf of an individual identified in subsections a-d.

Sworn to as true, accurate and complete to the best of my knowledge and belief, under penalty of false statement.

Print name:
Title: _____

Date:

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court/Notary Public

*STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER*

**ANTI-TERRORISM – GLOBAL SECURITY RISK ASSESSMENT,
FOREIGN ASSET CONTROL REGULATIONS,
FOREIGN CORRUPT PRACTICES ACT**

COMPANY (“Respondent”)

For the Period from _____ to _____

I _____ (name, title and company name) hereby represent that:

1. I have the requisite knowledge and authority, and have made any inquiry necessary, to fully, completely and accurately provide the information requested in this affidavit;
2. Respondent is not included on the Specially Designated Nationals and Blocked Persons List of the United States Treasury Department’s Office of Foreign Assets Control
3. By agreeing to provide, and in providing, the services pursuant to this RFP, the Respondent will not be in violation of the United State Executive Order 13224 of September 24, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, (the Anti-Terrorism Order) or the provisions of The USA Patriot Act, title III, or the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001 (as it may be amended from time to time) and any regulations promulgated thereunder.
4. The Respondent is not a party with which the Treasurer is prohibited from dealing under the laws of the United States.

The undersigned, on behalf of the Respondent identified above, hereby certifies that the information set forth in response to this Attachment I including any and all Supplemental Information is sworn as true and accurate to the best of my knowledge and belief, under penalty of false statement.

Print name: _____ Date: _____
Title: _____

Sworn and subscribed before me on this _____ day of _____, 200__,

Commissioner of the Superior Court/Notary Public

ATTACHMENT J

**STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER**

CONFLICTS OF INTEREST

COMPANY ("Respondent") _____

In accordance with the State of Connecticut laws and regulations, for the years 2002 to the present, the Respondent must provide the Office of the Treasurer with information regarding any agreements, relationships, retainers or other arrangements that your firm or any employee of your firm has with any other investment banking firm, financial advisory firm, law firm, or other person or entity that may create a conflict of interest or the appearance of a conflict of interest.

Please list any possible, known or potential conflicts of interests with the Office of the Treasurer that the Respondent may have. Please also describe the arrangement and the parties involved. If necessary, the Respondent should attach additional sheets labeled as Supplemental Information to Attachment J.

The undersigned, on behalf of the Respondent identified above, hereby certifies that the information set forth in this Attachment J and any Supplemental Information to Attachment J is true, complete and accurate
Sworn as true to the best of my knowledge and belief, false statement punishable under law:

Print name:
Title: _____

Date:

Sworn and subscribed before me on this day of , 200__.

Commissioner of the Superior Court/Notary Public

Attachment K

This DRAFT Personal Services Agreement is illustrative of the current form in use by the Office of the State Treasurer—it is subject to modification at the Treasurer’s sole discretion.

PERSONAL SERVICES AGREEMENT

This **PERSONAL SERVICES AGREEMENT** ("Agreement") is entered into as of the first day of [_____] (the "Commencement Date"), between the **STATE OF CONNECTICUT** (the "State"), acting through its Treasurer, as Trustee (the "Treasurer") pursuant to Conn. Gen. Stat. Sections 3-11a, and [_____] a [_____] corporation, having a principal place of business at [_____] (the "Contractor").

WHEREAS, Section 3-11a of the Connecticut General Statutes authorizes the Treasurer to enter into contracts to as may be necessary and proper for the discharge of her duties;

WHEREAS, the Treasurer has selected the Contractor based on the Contractor’s representations in a competitive selection process and wishes to appoint the Contractor as _____, and the Contractor wishes to accept this appointment, on the terms and conditions set forth below; and

WHEREAS, the Contractor hereby reaffirms the reliability and accuracy of the written and oral representations made to the Treasurer in solicitation of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals that are incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term

This Agreement shall commence on the Commencement Date, and shall expire on the earlier of (i) [_____], or (ii) termination by either party as set forth in Section 33 hereof.

2. Definitions

- a. “Agreement” shall mean this Personal Services Agreement.
- b. “Anti-Boycott Rules of the United States” shall mean those laws adopted by the United States adopted two laws that seek to counteract the participation of U.S. citizens in other nation's economic boycotts or embargoes, including the 1977 amendments to the Export Administration Act (EAA) and the Ribicoff Amendment to the 1976 Tax Reform Act (TRA), and the regulations promulgated thereunder.
- c. “Anti-Terrorism Order” shall mean the United States Executive Order 13224 of September 24, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism.
- d. “C.G.S.” shall mean the Connecticut General Statutes.
- e. “Commencement Date” shall have the meaning set forth in the introductory paragraph hereto.
- f. “Commission” shall mean the Connecticut Commission on Human Rights and Opportunities.

- g. “Contractor” shall mean _____.
- h. “Election Laws” shall mean Section 9-333n(f) of the Connecticut General Statutes.
- i. “Integrity Affidavit” shall have the meaning set forth in Section 19 hereof.
- j. “Internal Investigation” shall have the meaning set forth in Section 17 hereof.
- k. “Proceeding” shall have the meaning set forth in Section 17 hereof.
- l. “Quarter” shall mean that three-month period ending on March 31, June 30, September 30 or December 31.
- m. “State” shall mean the State of Connecticut.
- n. “State Contracting Standards Board” shall have the meaning set forth in Section 33 hereof.
- o. “State Ethics Code” shall mean Chapter 10 of the Connecticut General Statutes.
- p. “Treasurer” shall mean the then-current Treasurer of the State of Connecticut.
- q. “United States Foreign Corrupt Practices Act” shall mean the United States Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.*

3. Services to be Provided by the Contractor

[TO BE DETERMINED]

4. Compensation of the Contractor

[TO BE DETERMINED]

5. Representations and Warranties of the Contractor

- a. The Contractor represents and warrants that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized and financed to perform such services.
- b. The Contractor represents and warrants that neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will violate any agreement or contractual commitment to which the Contractor is a party or by which it is bound, any law, regulation, order, or any provision of the Contractor’s charter documents. The Contractor further represents and warrants that it is not a party to any existing agreement that would prevent the Contractor from entering into and performing this Agreement. For the term of this Agreement, the Contractor agrees not to enter into any other agreement that is in conflict with the Contractor's obligations under this Agreement.

- c. The Contractor represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the state of its organization and has full corporate power and authority to carry on its business as it has been and is currently being conducted.
- d. The Contractor represents and warrants that it has full power and authority to enter into and perform fully the terms of this Agreement and that the execution of this Agreement on behalf of the Contractor is duly authorized and, upon execution and delivery, this Agreement shall be binding upon the Contractor in accordance with its terms.
- e. The Contractor represents and warrants that it has completed, obtained and performed all applicable registrations, filings, approvals, licenses, authorizations, consents and/or examinations required by any government or governmental authority for entry into this Agreement and performance of the services contemplated herein, and the Contractor further represents and warrants that it shall maintain all such proper and required registrations, filings, approvals, licenses, authorizations, consents and/or examinations for the term of this Agreement.
- f. The Contractor represents and warrants that it shall act as an independent contractor in performing this Agreement and shall maintain complete control over its employees and any subcontractors hired by it to perform services hereunder.
- g. The Contractor represents and warrants that it shall perform all services hereunder in accordance with the terms of this Agreement and in compliance with all applicable federal, state and local laws, regulations, guidelines, permits and requirements.
- h. The Contractor represents that services to be rendered hereunder do not in any way conflict with other contractual commitments with or by the Contractor.
- i. The Contractor represents and warrants that neither any representation and warranty contained herein nor any written statements, certificates or documents delivered or to be delivered to the Treasurer or the Treasurer's designated representative(s) by or on behalf of the Contractor contains or will contain any misstatements of material fact, or omits or will omit to state a material fact necessary to make the statements contained herein or therein misleading.
- j. The Contractor represents and warrants that the Contractor (including its key professionals) has no undisclosed material or potential conflict of interest with the Treasurer. Any previously undisclosed material or potential conflicts of interest are disclosed on **Attachment 1** hereto. Advisor represents and warrants that it shall, no less than annually and for the term of this Agreement, report to the Treasurer any changes to the disclosure provided on **Attachment 1**.
- k. The Contractor shall promptly notify the Treasurer in writing in the event any of the foregoing acknowledgements, representations, warranties or agreements herein shall no longer be true.

6. Changes in Services

When changes in services are required or requested by the Treasurer, the Contractor shall promptly estimate the monetary effect of such services and so notify the Treasurer. Subject to the terms and conditions set forth in Section 25 hereof, the Contractor shall not implement any changes in service under this Agreement unless such change is first approved by the Treasurer in writing. Unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in services.

7. Labor and Personnel

At all times, the Contractor shall utilize qualified personnel necessary to perform the services under this

Agreement. The Contractor shall, if requested to do so by the Treasurer, reassign from the Treasurer's account, within a reasonable period of time, any employee or authorized representative whom the Treasurer, in her sole discretion, determines is incompetent, dishonest, uncooperative or unable to effectively perform the responsibilities and services required hereunder.

8. Insurance Requirements

- a. Minimum Coverage Requirements. At minimum, the Contractor shall at its sole cost and expense, during the term of this Agreement, procure and maintain in full force and effect the types and minimum limits of insurance coverage specified in this Section 8 against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. In no event shall the Contractor perform work under this Agreement until the required evidence of insurance has been furnished to the Treasurer. All insurance shall be procured from reputable insurers (rated A-, class X or better by A.M. Best & Company) that are approved/admitted to do business in the State of Connecticut or otherwise acceptable to the Treasurer. All insurance required herein, shall be written on an "occurrence" basis and not a "claims-made" basis, and such form shall not have a "sunset clause." Coverage for occurrences happening during the performance of the services provided hereunder shall be maintained in full force and effect under the policy and "tail" coverage for a period of at least two (2) years following termination of the services.
- b. Comprehensive General Liability Insurance: The Contractor shall obtain and maintain occurrence-based commercial general liability insurance or similar coverage with a limit of not less than \$1,000,000 for each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Provided such coverage is readily available in the insurance marketplace, coverage shall be comprehensive and shall not exclude coverage for liability relating to violations of law or reckless misconduct.
- c. [Professional Liability Insurance or Miscellaneous Professional Liability Insurance. The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit of not less than \$_____.]
- d. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the Treasurer. At the Treasurer's reasonable option, the Contractor shall reduce such deductibles or self-insured retentions, or shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- e. Certification. The Contractor shall certify to the Treasurer in writing upon execution of this Agreement (**Attachment 3**) and, thereafter at least annually, the nature, amount of and carrier of insurance insuring the Contractor against the risks specified, and the indemnification obligations and liabilities of the Contractor contained in this Agreement. Prior to the execution of this Agreement and as requested by the Treasurer, the Contractor shall furnish the Treasurer in writing with proof of its insurance coverage as well as its blanket fidelity bond. In doing so, the Contractor shall furnish the Treasurer with a true and correct copies of (a) the original insurance policies or (b) a Certificate of Insurance that shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the Treasurer. Notices of cancellation, termination and alteration of such insurance or bond shall be delivered to the Treasurer immediately upon receipt by the Contractor.
- f. Cancellations, Modifications, Failures to Maintain, Etc. The Contractor shall not cancel or modify such coverage as set forth in this Section 8, except upon thirty (30) days prior written notice to the Treasurer. Notices of cancellation, termination and alteration of such insurance or bond shall be delivered to the Treasurer *via* certified mail immediately upon receipt by the Contractor. If at any time during the term of this Agreement the Contractor fails to obtain or maintain the required insurance, the Treasurer shall have

the right to treat such failure as a breach of contract and to exercise all appropriate rights and remedies. Each of the insurance coverages shall provide for a least thirty (30) days prior written notice to be given to the Treasurer in the event coverage is materially changed, canceled or non-renewed.

- g. Claims. The Contractor shall notify the Treasurer in writing of any claims made to, and any payment received on a claim from any of its insurance carriers pertaining to the State or the Treasurer. The Treasurer reserves the right to receive the benefit of any insurance coverage obtained by the Contractor in amounts higher than the minimums set forth herein.
- h. Effect. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnification obligations made in this Agreement by the Contractor to the Treasurer or to limit the Contractor's liability under this Agreement to the limits of the policies of insurance required to be maintained by the Contractor hereunder.]

9. Quality Surveillance

All services performed by the Contractor shall be subject to the inspection and approval of the State at all times, and the Contractor shall furnish all information concerning such services, and shall grant the Treasurer's duly authorized representatives free access at all reasonable times to the Contractor's facilities where the services under this Agreement are performed. The Contractor shall allow such representatives free access to any of the Contractor's books and records relating to the services provided hereunder. At the Treasurer's request, the Contractor shall provide the State with hard copies or computer transmittal of any data or information in the possession of the Contractor that pertains to the Treasurer's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any agreement it enters into with any vendor providing services under this Agreement.

10. Nondisclosure

The Contractor shall not release any information concerning the services provided pursuant to this Agreement or any part thereof to any member of the public, the press or media, business entity or any official body unless prior written consent is obtained from the Treasurer or required by law or court order.

11. Promotion

No publicity release or announcement concerning this Agreement shall be issued without the advance written approval of the Treasurer. Unless specifically authorized in advance in writing by the Treasurer on a case-by-case basis, the Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials or employees, or the seal of the State of the Treasurer:

- i. In any advertising, publicity, or promotion;
- ii. As an express or implied endorsement of the Contractor's products or services; or
- iii. In any other manner (whether or not similar to uses prohibited by subsections (a) and (b) above), except to perform and deliver in accordance with this Agreement such services as are hereby contracted by the State of Connecticut.

In no event may the Contractor use the State Seal or the seal of the Office of the Treasurer in any way without the express written consent of the Secretary of State of the State of Connecticut or the Treasurer, respectively.

12. Confidentiality

All data provided to the Contractor by the Treasurer, the Treasurer's staff or designated representatives, or developed internally by the Contractor with regard to the Treasurer or the State will be treated as proprietary to the State and confidential unless the Treasurer agrees in writing to the contrary in advance. The Contractor agrees to forever hold in confidence all files, records, documents or other information as designated, whether prepared by the State or others, which

may come into the Contractor's possession during the term of this Agreement, except where a disclosure of such information by the Contractor is required (whether in the ordinary course of business or otherwise) by another governmental authority to ensure compliance with laws, rules or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, the Contractor will provide advance written notice to the Treasurer of the need for disclosure.

13. Non-Discrimination

- a. The Contractor agrees and warrants that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability (including, but not limited to, blindness), unless it is shown by it that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut ("State").
- b. The Contractor agrees to take affirmative action to insure that applicants with job-related qualifications are employed, and that employees are treated when employed, without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability (including, but not limited to, blindness), unless it is shown by it that such disability prevents performance of the work involved.
- c. The Contractor agrees, in all solicitations or advertisements for employees placed by it or on its behalf, state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities ("Commission").
- d. The Contractor agrees to provide each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding and each vendor with which it has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers representative of the Contractor's commitments under this Section 13, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor agrees to comply with each provision of this Section 13 and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission pursuant to Conn. Gen. Stat. Section 46a-56, 46a-68e and 46a-68f.
- f. The Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning its employment practices and procedures as related to the provisions of this Section 13 and Conn. Gen. Stat. Section 46a-56.
- g. If this Agreement is a public works contract, as defined in Conn. Gen. Stat. Section 46a-68b, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. For the purposes of this subsection, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons:
 - i. who are active in the daily affairs of the enterprise;
 - ii. who have the power to direct the management and policies of the enterprises; and
 - iii. who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n;

"good faith" means that degree of diligence which a reasonable person would

exercise in the performance of legal duties and obligations; "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment, and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- h.** The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- i.** The Contractor shall include the provisions of subsections a-g in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State of Connecticut and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- j.** The Contractor agrees and warrants that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
- k.** The Contractor agrees to provide each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding and each vendor with which it has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under Section 13, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- l.** The Contractor agrees to comply with each provision of this Section 13 and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission pursuant to Conn. Gen. Stat. Section 46a-56.
- m.** The Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning its employment practices and procedures which relate to the provisions of this Section 13 and Conn. Gen. Stat. Section 46a-56.
- n.** The Contractor shall include the provisions of subsections j-m in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if the Contractor becomes

involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

14. Fiduciary Duties

By execution of this Agreement, the Contractor, to the extent that it exercises any discretionary authority or discretionary control respecting the management or disposition of the assets, or renders investment advice, acknowledges that it is a fiduciary with respect to the Office of the Treasurer, and asserts that it is registered and/or licensed pursuant to all applicable state and federal laws. The Contractor shall discharge its duties under this Agreement solely in the interests of the Office of the Treasurer with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person 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 Agreement.

15. Indemnification

The Contractor hereby indemnifies and shall defend and forever hold harmless the Treasurer, the Treasurer's officers, representatives and employees, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, liabilities, suits, judgments, fines, penalties, charges, interest, attorney's fees, costs and expenses of whatsoever kind or nature including those arising out of injury to or death of the Contractor's employees, whether arising before, during or after completion of the services hereunder, and in any manner directly or indirectly caused or occasioned by, or attributable or contributed to in whole or in part, any act of bad faith, negligence, willful misconduct, improper or unethical practice, infringement of intellectual property rights, breach of fiduciary duty, breach of trust, breach of confidentiality, or any other breach of contract or violation of any law or requirement in connection with this Agreement, by the Contractor, its principals, directors, officers, employees, agents or subcontractors. At the Treasurer's option, and in her sole discretion, the Contractor shall defend at its expense any actions brought against the Treasurer or the State arising out of or in connection with any services performed hereunder or the failure to perform such services, or other breach of this Agreement, by the Contractor, its principals, directors, officers, employees, agents or subcontractors, and the costs of such defense shall be borne by the Contractor and shall not constitute any expense of nor shall be paid by the State or the Treasurer. This indemnification shall survive any termination of this Agreement.

16. Liability

Nothing set forth in this Agreement shall in any way constitute a waiver or limitation of any rights that the State or the Treasurer may have under any applicable laws and nothing contained in this Agreement shall be construed as relieving the Contractor from any responsibility or liability for any responsibility, obligation, or duty hereunder imposed on the Contractor by state or federal law.

17. Corporate Citizenship

The Contractor agrees and acknowledges that the Treasurer expects all of its vendors to be good corporate citizens. Good corporate citizenship includes, without limitation, embracing workforce diversity within the company and with respect to procurement of goods and services, supporting the communities where the company does business with respect to charitable and civic organizations, community works and procurement practices, and incorporating good corporate governance in the company's operation. During the term of this Agreement, the Contractor agrees to furnish the Treasurer with detailed and accurate reports of its good corporate

citizenship activities upon request.

18. Third Party Fee Disclosure

The Contractor acknowledges and agrees that:

- a. Pursuant to Section 3-13j of the Connecticut General Statutes, any person or entity who would be a party to a contract for investment services with the Office of the Treasurer shall disclose to the Treasurer, in writing, all third-party fees attributable to such contract before any such contract may take effect;
- b. The Treasurer requires disclosure of all third-party compensation paid by all vendors of the Office of the Treasurer on an annual basis; and
- c. Section 51 of Public Act 05-287 prohibits the Office of the Treasurer from entering into any contract for goods or services with an annual value of \$50,000 or more unless it obtains an affidavit from the vendor attesting as to whether such vendor has entered into any written or oral consulting agreements in connection with its contract with the Office of the Treasurer.

The Contractor represents that the information it has disclosed on the Third Party Fee Disclosure Affidavit submitted during the RFP process is accurate and complete as of the date of this Agreement. The Contractor covenants to promptly report any changes to the disclosure provided on the Third Party Fee Disclosure Affidavit and to file an updated affidavit with the Treasurer on an annual basis as of June 30 of each contract year.

15. Campaign Contributions

Section 9-333n(f) of the Connecticut General Statutes (the “Elections Laws”) prohibits contributions to or solicitations on behalf of a candidate for the Treasurer of the State of Connecticut. The Contractor covenants not to make any campaign contributions in violation of the Election Laws. Contractor further represents and agrees that (i) the Contractor, (ii) any and all directors or persons with greater than 5% ownership in the Contractor, (iii) any and all individuals employed as president, treasurer or executive or senior vice president by the Contractor, (iv) any and all employees of the Contractor with managerial or discretionary responsibilities with respect to the State, (v) the spouse of any of the foregoing, or (vi) a political committee established by the Contractor or any such individuals, did not during the last election cycle contribute to or solicit contributions on behalf of, and will not (for the term of this Agreement) contribute to, or solicit contributions on behalf of, any exploratory committee or candidate committee established by a candidate for nomination or election to the Office of the Connecticut State Treasurer.

16. Code of Ethics

None of the Contractor, its principals, directors, members, officers, partners, employees or agents shall engage directly or indirectly in any financial or other transaction with any trustee, staff member, or employee of the Office of the Treasurer which would violate the standards set forth in the State of Connecticut Code of Ethics for Public Officials, as codified in Chapter 10, Part 1, Sections 1-79 through 1-90 of the Connecticut General Statutes.

17. Notice of Certain Legal Proceedings, Internal Investigations

- a. As of the date hereof, the Contractor shall have provided the Treasurer with a complete and accurate report in writing of any known or threatened (i) lawsuit, legal or administrative proceeding or governmental investigation, examination, complaint, disciplinary action, non-routine Securities and

Exchange Commission inquiry or investigation, or other proceeding relating to the Contractor or any of its affiliates (including any proceedings to which the Contractor, its affiliates, or any of their respective officers, directors, principals, members, partners, managers or employees is a named party or of which any of such has been the focus), or of any other lawsuit, legal proceeding or governmental investigation (whether or not the Contractor or its affiliates, or any of their respective directors, officers, managers, or principal is a party thereto, but only to the extent the Contractor has knowledge thereof) relating to or affecting the Contractor's ability to perform its obligations under this Agreement or involving any investment professional employed by the Contractor who has performed or does perform any services for the Treasurer (each, a "Proceeding") and (ii) formal internal investigations of the Contractor, or any of its directors, officers, principals, members, partners, managers, investment professionals or employees involved with providing services to the Treasurer under this Agreement relating to or affecting the Contractor's ability to perform its obligations under this Agreement or involving any investment professional employed by the Contractor who has performed or does perform any services for the Treasurer (each, an "Internal Investigation").

- b. During the term of this Agreement and to the extent permitted by law, the Contractor agrees to promptly notify the Treasurer in writing of the commencement or existence of any known or threatened Proceeding or Internal Investigation.
- c. During the term of this Agreement and to the extent permitted by law, the Contractor agrees to promptly provide the Treasurer with any and all information reasonably requested by the Treasurer in response to disclosure made pursuant to this Section 17.
- d. During the term of this Agreement and to the extent permitted by law, the Contractor shall promptly inform the Treasurer in writing of any material changes in the status of any pending Proceeding or Internal Investigation previously disclosed hereunder, and shall promptly update any information previously disclosed to the Treasurer related to any such Proceeding or Internal Investigation.

18. Compliance; Duty to Update

The Contractor, its employees, agents and representatives shall at all times comply with all applicable foreign, international, federal, state (including those of the State of Connecticut), county and local laws, ordinances, statutes, rules, regulations, registrations, filings, approvals, authorizations, consents examinations and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services hereunder, and all provisions required by such legal requirements are hereby incorporated by reference in this Agreement. The Contractor shall be solely responsible for obtaining current information on such laws and requirements. The Contractor shall promptly disclose to the Treasurer any changes in the Contractor's status with respect to any such compliance and disclosure, and shall immediately deliver any amended, modified or changed instruments, documents and other filings to the Treasurer.

Without limiting the foregoing, this Agreement is subject to the provisions of §4-61dd of the Connecticut General Statutes. No officer, director or appointing authority of the Contractor may take or threaten to take any retaliatory personnel action against any employee of the Contractor who discloses information regarding corruption, unethical practices, violation of state laws or regulations, mismanagement, gross waste of funds, abuse of authority or danger to public safety occurring in any state department or agency to the Connecticut Auditors of Public Accounts or the Connecticut Attorney General. In the event that any such retaliatory action is taken or threatened, the Contractor shall be liable for civil penalties.

19. Equal Opportunity and Diversity

The Contractor agrees and warrants that, in the performance of its duties hereunder, it shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, gender, mental retardation, sexual orientation or physical disability, including but not limited to, blindness, unless it is shown by the Contractor that such

disability prevents performance of the services under this Agreement.

The Contractor further agrees to use its best efforts to consider applicants with job-related qualifications for employment and that, once employed, employees are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, gender, mental retardation, sexual orientation, or physical disability. The Contractor agrees, represents and warrants that all solicitations or advertisements for employees placed by it or on its behalf shall state that the Contractor is an “affirmative action – equal opportunity employer.” The Contractor agrees, represents and warrants that it shall use its good faith efforts to consider and recruit diverse applicants from the widest possible pool of candidates. In meeting its good faith obligation to recruit diverse applicants, the Contractor agrees, represents and warrants that it shall contact national networks, and shall maintain adequate records of its efforts regarding workforce diversity.

The Contractor represents and warrants that the information disclosed on the Employer Information Report submitted during the RFP process is accurate and complete as of the date of this Agreement. During the term of this Agreement, the Contractor agrees to furnish the Treasurer with updated and accurate disclosure no later than December 31 of each year.

20. Integrity Affidavit

The Contractor shall complete, truthfully attest to and submit herewith an Integrity Affidavit in the form of Attachment 2. The Contractor represents and warrants that the information it has disclosed in such Integrity Affidavit is complete and accurate as of the date of this Agreement.

21. Foreign Assets Control Regulations; Anti-Terrorism Order

The Contractor represents and warrants that, to the best of its knowledge, in agreeing to provide, and in providing, the services under this Agreement, (a) the Contractor neither is in violation nor will be in violation of the provisions of the United States Executive Order 13224 of September 24, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the “Anti-Terrorism Order”), if applicable, or the provisions of The USA Patriot Act, title III, or the International Money Laundering Abatement and Anti-Terrorism Financing Act of 2001 (as each may be amended from time to time) and any regulations promulgated thereunder, and (b) the Contractor is not a party with which the Treasurer is prohibited to deal under the laws of the United States. The Contractor shall use its best efforts to ensure that it will not be included on the Specially Designated Nationals and Blocked Persons List of the United States Treasury Department's Office of Foreign Assets Control.

22. Foreign Corrupt Practices Act

The Contractor covenants that it will not make any direct or indirect payments to any foreign government official, government employee, political party or official in order to obtain, retain or direct business or obtain any advantage -- unless such payment is permitted under the written laws of the jurisdiction where the Contractor resides and of such foreign official's country – in violation of the United States Foreign Corrupt Practices Act. The Contractor further covenants that, in the performance of its duties hereunder, it shall not knowingly make any payments to any person or entity that would cause the Treasurer or the State to be in violation of the United States Foreign Corrupt Practices Act, as amended from time to time, or similar acts or laws of the country in question.

23. Pay-to-Play

The Contractor represents and warrants that neither the Contractor nor any individual in the Contractor's organization has received or paid, or entered into an agreement, to receive or pay, any compensation, fees, or any other benefit from or to any third party, including any consultants or contractors to the State or the Treasurer, in connection with the indirect or direct procurement of this Agreement.

24. Boycott Participation.

The Contractor agrees not to make any investments in or do any business on the State's behalf with any company that is, at the time of such transaction, known to boycott that is illegal under the Anti-Boycott Rules of the United States and/or the Restrictive Trade Practices or Boycotts rules and regulations promulgated by the United States Department of Commerce.

25. Entire Agreement; Integration; Amendments

This Agreement embodies the entire agreement between the Treasurer and the Contractor on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth herein. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing, signed by both parties and approved by the Attorney General or the Deputy Attorney General of the State of Connecticut. The parties shall meet and confer in good faith on any modification of this Agreement that may become necessary to make its provisions consistent with any policy of the Treasurer, or federal, state, local, foreign or international statute, rule, regulation or ordinance that governs any aspect of this Agreement.

26. Notices

Unless otherwise expressly provided to the contrary, all notices, requests, demands or other communications required by or otherwise with respect to this Agreement shall be in writing and shall be deemed given (i) when made, if made by hand delivery, and upon confirmation of receipt, if made by facsimile, (ii) one business day after being deposited with a next-day courier, postage prepaid, or (iii) three business days after being sent certified or registered mail, return receipt requested, postage prepaid, in each case to the applicable addresses set forth below (or to such other address as such party may designate in writing from time to time):

TREASURER:

Office of the Treasurer
State of Connecticut
55 Elm Street
Hartford, CT 06106
Telephone: (860) 702-
Fax: (860) 702-

COPY TO:

General Counsel
Office of the Treasurer
State of Connecticut
55 Elm Street
Hartford, CT 06106
Telephone: (860) 702-3000
Fax: (860) 728-1290

CONTRACTOR:

Telephone:

Fax:

The parties may change their respective addresses for notices under this Section upon prior written notification to the other.

27. Governing Law; Jurisdiction; Venue

This Agreement shall be interpreted under, governed by and enforced according to the laws of the State of Connecticut, without regard to choice of law rules. The parties hereto hereby submit to the jurisdiction of the courts in the State of Connecticut, or of the United States of America sitting in the State of Connecticut, over any action, suit, or proceeding arising out of or relating to this Agreement. The Contractor agrees to service of process in any manner authorized by the laws of the State of Connecticut.

28. Discovery of Conflicts, Errors, Omissions and Discrepancies

- a. In the event of any conflict between the provisions of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.

- b. In case of conflicts, discrepancies, errors or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by the Contractor to the Treasurer for clarification. The Treasurer shall issue such clarification within a reasonable period of time. This remedy shall not be deemed exclusive and the Contractor does not waive any of its legal or equitable remedies. Any services affected by such conflicts, discrepancies, errors or omissions which are performed by the Contractor prior to clarification by the State shall be at the Contractor's risk.

29. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the Treasurer or the Contractor unless given in writing. Failure by the Treasurer to promptly assert any rights under this Agreement shall not be construed to be acquiescence of any misfeasance, malfeasance or nonfeasance. No such waiver shall be a waiver of any past or future default, breach, failure of condition, right or remedy or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

30. Survival

The rights and obligations of the parties which by their nature survive termination or completion of this Agreement, including but not limited to those set forth herein Sections 10, 11, 12, 15 and 16 of this Agreement, shall remain in full force and effect.

31. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that neither the State nor the Treasurer shall be construed to have waived any rights or defenses of sovereign immunity, which the State or the Treasurer may have with respect to all matters arising out of this Agreement. The Treasurer hereby reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution, and no waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by the Treasurer's entry into this Agreement, by any express or implied provision of this Agreement, or by any actions or omissions to act of the State or the Treasurer, or any representative or agent of either the State or the Treasurer, whether taken pursuant hereto, prior to or after the Treasurer's entry into this Agreement.

32. Termination

- a. This Agreement may, at the Treasurer's sole discretion, be terminated 30 days following a determination by the Treasurer, at the Treasurer's sole discretion, or the State Contracting Standards Board, as authorized under the Governor's Executive Order 7B, that:
 - i. The Contractor has violated a provision of the State Ethics Code (Chapter 10 of the Connecticut General Statutes); or
 - ii. there has been a wanton or reckless disregard of the state contracting and procurement processes by any person substantially involved or associated with the entering into and execution of this Agreement;

provided, however, that immediately following such determination, the Contractor shall perform all of its

obligations hereunder in good faith as directed by the State and will cooperate fully with the State in taking all necessary or appropriate steps in order to effectuate the orderly transfer of management functions to third parties designated by the State.

- b. Subsection (a) of this Section 33 notwithstanding, the parties mutually agree, that either may terminate this Agreement upon thirty (30) days' written notice delivered to the other by certified or registered mail to the addresses provided in Section 27. Following the delivery of any notice of termination hereunder, the Contractor shall perform all of its obligations hereunder in good faith as directed by the State and will cooperate fully with the State in taking all necessary or appropriate steps in order to effectuate the orderly transfer of management functions to third parties designated by the State.

33. Assignment

This Agreement shall not be assigned by either party without the express prior written consent of the other party.

34. Severability

If any part or parts of this Agreement shall be held to be void, invalid or unenforceable, or contrary to any express provision of law, or contrary to the policy of express law though not expressly prohibited, or against public policy, then such part or parts shall be treated as severable from the rest of the Agreement, leaving valid and enforceable the remainder of this Agreement and in no way shall affect the validity or enforceability of the rights of the parties hereto.

35. Applicable Executive Orders of the Governor

- a. This Agreement is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, set forth in the attached **Exhibit A**.
- b. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Three or any state or federal law concerning nondiscrimination.
- c. This Agreement is subject to the provisions of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, set forth in the attached **Exhibit B**.
- d. This Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement.
- e. This Agreement is subject to the provisions of Executive Order Number Sixteen of Governor John G. Rowland promulgated August 4, 1999, set forth in the attached **Exhibit C**.
- f. This Agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order Number Sixteen.
- g. The parties agree to abide said Executive Orders, and agree that, with respect to Executive Orders Three and Seventeen, the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until performance is completed, or until this Agreement is terminated prior to completion.

36. Successor and Assigns

This Agreement shall inure to the benefit of and be binding upon each party's respective successors or assigns.

37. **Miscellaneous Provisions**

- a. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not: (i) permit the filing of liens against the State; (ii) obligate the State to indemnify or hold Contractor harmless in any way; (iii) obligate the State to be subject to binding arbitration (iv) provide that this Agreement is expired or terminated.
- b. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Personal Service Agreement entered into by the Treasurer for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b).
- c. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not concern or in any way relate to tangible personal property as contemplated by C.G.S. Section 12-411b.
- d. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not funded by and does not concern or in any way relate to a state grant as contemplated by C.G.S. Section 7-396a.
- e. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Large Construction or Procurement Contract as contemplated by and defined in Public Act No. 05-287.
- f. It is the Treasurer's express policy to never intentionally assign or allocate, in whole or in part, to any person or contractor, any Governmental Function of the Office of the Treasurer—as defined by Chapter 14 and contemplated by C.G.S. Section 1-218. If, however, (a) this Agreement has a value greater than or equal to Two Million Five Hundred Thousand Dollars (\$2,500,000) and (b) the State Freedom of Information Commission makes a final determination that this Agreement is a contract for the performance of a Governmental Function, then this Agreement shall be subject to the provisions of C.G.S. Section 1-218, as may be modified from time to time. Accordingly the Treasurer shall be entitled to receive a copy of the Contractor's records and files related to its performance of such Governmental Function, and such records and files shall be subject to the State of Connecticut Freedom of Information Act, C.G.S. Sections 1-1-200 et seq. No request to inspect or copy such records or files pursuant to the Freedom of Information Act shall be valid unless the request is made to the Office of the Treasurer in accordance with the provisions set forth in the State of Connecticut Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of C.G.S. Sections 1-205 and 1-206.

38. **Headings**

Descriptive headings in this Agreement are for convenience only and shall not affect the construction or meaning of the contractual language.

39. **Further Assurances**

From and after the date of this Agreement, upon the request of the Treasurer, the Contractor shall execute and deliver such instruments, documents and other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

40. **Counterpart Originals**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but which,

taken together, shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement, which shall become effective as of the Commencement Date, on the respective dates shown below.

[CONTRACTOR]

TREASURER
STATE OF CONNECTICUT

By: _____
Title:

By: _____
Title: Treasurer

Dated: _____

Dated: _____

OFFICE OF THE ATTORNEY GENERAL

Approved as to form:

By: _____

Title:

Dated: _____

Exhibit A

State Of Connecticut
By His Excellency
Thomas J. Meskill
Governor

Executive Order No. Three

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-61e(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

- I. The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.
- II. Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.
- III. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance

EXHIBIT A, continued

and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

- IV. The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.
- V. Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.
- VI. The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.
- VII. The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.
- VIII. The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive

EXHIBIT A, continued

committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.

- IX. The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
- X. (a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may
 - 1. Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
 - 2. Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly compliance with the provisions of this Order.
 - 3. Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
 - 4. Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
 - 5. Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.

EXHIBIT A, continued

6. Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts with a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.
 - (b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

- XI. If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.
 - I. Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.
 - II. The labor commissioner may delegate to any officer; agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.
 - III. This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superceded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971

Thomas J. Meskill
Governor

Filed this 16th day of
June, 1971.
Harry Hammer
Secretary Of The State

Exhibit B

State Of Connecticut
By His Excellency
Thomas J. Meskill
Governor

Executive Order No. Seventeen

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all the services offered,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and direct, as follows, by this Executive Order:

- I. The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.
- II. Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

EXHIBIT B, continued

- III. All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.
- IV. Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.
- V. The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.
- VI. The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
- VII. (a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.
- VIII. If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February 1973.

Thomas J. Meskill
Governor

Filed this 15th day of February 1973.

EXHIBIT B, continued

Harry Hammer
Secretary Of The State (Deputy)

Exhibit C

**State of Connecticut
By His Excellency
John G. Rowland
Governor**

Executive Order No. Sixteen

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy**:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment?

- o No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- o No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- o No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

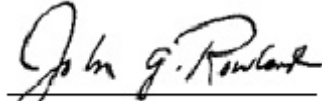
Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees

3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut, this fourth day of August, 1999.


JOHN G. ROWLAND, Governor

Filed this 4th day of August, 1999.

SUSAN BYSIEWICZ, Secretary of the State



Attachment 1

Disclosure of Known and/or Potential Conflicts of Interest

Please disclose all known and/or potential conflicts of interest.



STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER

TREASURY VENDOR INTEGRITY AFFIDAVIT
TO ACCOMPANY EXECUTED CONTRACT

I, _____, hereby swear:
(Type/Print Name, Title and Name of Firm or Corporation)

1. I have caused to be conducted a diligent inquiry, including a query of principals and key personnel and/or a search of Firm records, as applicable, regarding the giving of gifts in order to complete this affidavit;

2. Between the date the affidavit was signed accompanying the bid or proposal for this contract and the date this contract was executed neither I nor any principals or key personnel of _____ (firm name) who participated directly, extensively and substantially in the preparation of the bid or proposal or in the negotiation or award of the subject contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to any public official or state employee of the Office of the Connecticut State Treasurer who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal or in the negotiation or award of the subject contract, except the gifts listed below:

Name of Benefactor Name of Recipient Gift Description Value Date of Gift

(List information here)

3. Neither I nor any principal or key personnel of _____ (firm name) who participated directly, extensively or substantially in the preparation of the bid or proposal or in the negotiation or award of the subject contract know of any action to circumvent this gift/campaign contribution affidavit.

Sworn to as true to the best of my knowledge and belief, under penalty of false statement.

Print name: _____ Date: _____
Title: _____

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court/Notary Public

Attachment 1



INSURANCE CERTIFICATION

I, _____, a duly authorized officer and/or representative of _____ (“Advisor”), being duly sworn, hereby certify and attest that:

As of the date hereof, Advisor has obtained and shall maintain the following insurance and fidelity bond coverage in the following amounts in accordance with the terms of the Agreement by and between Advisor and the Treasurer of the State of Connecticut, as Trustee for State of Connecticut Retirement Plans and Trust Funds (*please detail the coverage, including name of provider, name of applicable loss payees, amount and type of coverage*):

Sworn as true to the best of my knowledge and belief, false statement punishable under law:

Print Name:
Title:

Date

Sworn and subscribed before me on this day of , 200__,

Notary Public