

**CONNECTICUT LOTTERY CORPORATION
REAL ESTATE BROKER AGREEMENT - REQUEST FOR PROPOSALS**

ADDENDUM

**RESPONSES TO VENDOR QUESTIONS
JULY 19, 2006**

Question 1: Is the 85,000 sf requirement a new requirement that will be in addition to the CLC's 2 current locations?

Answer: No.

Question 2: If not, has CLC definitely made a decision to leave its 2 current locations?

Answer: No decision has been made regarding the Connecticut Lottery Corporation's two (2) current locations.

Question 3: When do these 2 current leases expire?

Answer: The lease terms on the two (2) current locations run through August 31, 2007. Both leases contain provisions for a five (5) year lease term renewal through August 2012.

Question 4: Does the fifteen (15) page limit for Proposals exclude exhibits?

Answer: Exhibits contained in the RFP that are to be submitted with Proposals do not count toward the fifteen (15) page limit.

**THE CONNECTICUT LOTTERY CORPORATION
REAL ESTATE BROKER AGREEMENT
REQUEST FOR PROPOSAL**

July 7, 2006

The Connecticut Lottery Corporation (“CLC”) is seeking Proposals from qualified Real Estate Brokers licensed and authorized to do business in the State of Connecticut to assist the CLC in locating, for lease or purchase, a commercial building of approximately 85,000 square feet comprised of 40,000 square feet of usable office space contiguous to 45,000 square feet of warehouse space, or land on which such a facility can be built. The building will serve as the CLC’s headquarters for the operation of the state lottery.

BACKGROUND INFORMATION

The Connecticut Lottery Corporation, a quasi-public agency of the State of Connecticut, currently leases two (2) properties with its main business operations located at 270 John Downey Drive, New Britain, Connecticut, and a second warehouse facility located approximately five (5) miles away from its John Downey Drive facility. The current and future business needs of the CLC require it to look into the leasing or purchase of a commercial building of approximately 85,000 square feet. The site must have on-site reserved, paved and lighted parking for approximately two (200) hundred vehicles and must be geographically located in the Central Connecticut area. The premises must be accessible to handicapped individuals (ADA-compliant). Proximity to public transportation is desired.

SCOPE OF SERVICES

The CLC is requesting the successful firm to provide advice to the CLC and represent the CLC’s interests in locating a commercial building for lease or purchase that will be used by the CLC as its headquarters in connection with the operation of the state lottery.

In addition to the requirements set forth in this RFP, additional terms and conditions will apply to the successful firm selected to provide real estate broker services, which terms and conditions are set forth in the document attached hereto entitled “**Representation Agreement**” marked Exhibit A.

SELECTION CRITERIA

The CLC will review all Proposals that comply with submittal requirements against the following weighted criteria:

- Ability to meet specifications of RFP – 20%
- Experience – 20%
- Qualifications of personnel – 20%
- Experience representing government organizations in real estate matters – 15%
- Oral Presentation – 25%

Additional factors that will be considered by the selection committee but will not actually be scored include the ability to meet CLC’s time frame and references.

PROPOSAL CONTENT

All firms must provide the following information in their proposal:

1. A brief description of the firm and experience in commercial real estate, particularly in matters of representing parties in connection with property leasing and property acquisitions. Indicate the total number of staff in your firm and the number of staff that you expect to assign to this project.
2. A brief description of the background of the individual real estate brokers and staff who would be assigned to work with the CLC.
3. Please provide as references a minimum of three (3) clients for whom your firm has performed similar services. For each reference, please provide a contact person and his or her telephone number.
4. Proposals are for services only and should not contain any reference to nor include proposals for specific properties for lease or purchase. Broker's compensation shall be as described in Section 8 of the Representation Agreement entitled "Broker's Compensation".
5. This project will begin immediately following (or as soon as practicable after) the awarding of this Agreement, which is expected to occur on **July 31, 2006**. The term of the engagement will be for term of three (3) months and may be renewed for successive one (1) month periods upon mutual agreement between the CLC and the Broker on the same terms and conditions. The Proposal must confirm the firm's ability to meet this timetable.
6. The selected firm shall secure and maintain, at no cost to the CLC, a professional liability policy in a form and amount acceptable to the CLC. A Certificate of Insurance evidencing such shall be provided to the CLC with the Proposal.

SUBMISSION OF PROPOSALS

Interested firms should observe the following requirements in the preparation and submission of proposals:

1. One (1) original and ten (10) copies of the Proposal should be delivered to James F. McCormack, Corporate Counsel & Director of Government Affairs at Connecticut Lottery Corporation, 270 John Downey Drive, New Britain, CT 06051. Proposals must be received **no later than July 21, 2006 at 4:00 PM Eastern Standard Time**. Faxed responses will not be considered. Proposals received after the aforementioned date and time may result in the CLC's rejection of the Proposal.
2. Responses must include a cover letter signed by an individual authorized to enter into a Agreement with the CLC on behalf of the firm, acknowledging that the firm agrees to be

bound by all terms and conditions of the RFP and affirming that all information contained in the Proposal is true and accurately portrays all aspects of the services to be provided.

3. Failure to comply with the requirements of this RFP may result in the CLC's rejection of a Proposal.

GENERAL REQUIREMENTS

1. Firms submitting a Proposal may not contact members of the Board of Directors or staff of the CLC.
2. The entire Proposal should not exceed fifteen (15) single sided pages.
3. All requests for interpretation or clarification of any term in the RFP should be directed to James F. McCormack electronically at james.mccormack@po.state.ct.us or via facsimile at (860) 348-4015 no later than July 12, 2006. All clarifications will be shared with the other respondents on or before July 14, 2006.
4. The CLC shall not be liable for any pre-Agreement costs incurred by any firm submitting a Proposal in response to this RFP.
5. All matters set forth in a Proposal shall become the property of the CLC and may be disclosed by the CLC after the awarding of the Agreement. The contents of each Proposal will be available for public inspection after the awarding of an Agreement.
6. The CLC is exempt from the payment of excise and sales taxes imposed by the Federal Government and/or the State. Firms submitting Proposals remain liable, however, for any other applicable taxes.

In reviewing all Proposals, the CLC reserves the right to:

1. Reject any and all Proposals received in response to this request;
2. Negotiate the fees and charges contained in any Proposal, and is not obligated to accept a Proposal based upon the lowest fee schedule;
3. Waive or modify any irregularities or informalities in Proposals received;
4. Award the agreement for real estate brokerage services in a manner that best serves the interest of the CLC and interests of the State of Connecticut; and
5. Request additional information as determined necessary.

Respondents should also be aware of the following:

1. Failure to perform to the satisfaction of the CLC will result in termination of the Agreement upon ten (10) days written notice by the CLC.

2. The selected firm must immediately disclose to the CLC any conflicts, or apparent conflicts of interest, that occur or that the selected firm becomes aware of during the term of the Agreement with the CLC.
3. The premises located at 270-330 John Downey Drive, New Britain, Connecticut are excluded from this RFP, or any Representation Agreement entered into between the CLC and the firm selected as a result of the RFP.
4. The selected firm and those individuals assigned to work on the project for the CLC may be required to submit to a credit and criminal background check as well as licensing procedures required by the State of Connecticut, Division of Special Revenue. (Business Release Authorization and Individual Release Authorizations to be completed and signed are attached hereto marked Exhibits B and C, respectively).
5. Those individuals assigned to work on the project and all Connecticut partners or principals of the selected firm may be required to sign a written statement prior to commencement of work for the CLC agreeing not to participate in the purchase of Connecticut Lottery tickets or to receive a prize from said lottery tickets and that any spouse, child, sibling, parent or domestic partner residing as a member of the same household shall also be so prohibited during the term of this Agreement.
4. The agreement between the CLC and the selected firm will be evidenced by the Representation Agreement (the "Agreement"), which shall incorporate this RFP, the Proposal and any related correspondence. In executing such Agreement, the selected firm agrees to be bound by the terms and conditions of this RFP, and that all representations, warranties and commitments in the Proposal and related correspondence are contractual obligations. The initial term of the Agreement shall be for a period of three (3) months, and may be renewed for successive one (1) month periods subject to mutual agreement by both parties. Upon failure or refusal of a selected firm to sign the Representation Agreement, the CLC may negotiate with any of the other firms that submitted a Proposal.
5. The Connecticut Lottery Corporation is an Affirmative Action/Equal Opportunity Employer. Any person or firm awarded an Agreement pursuant to the RFP agrees that they will comply with all provisions on Affirmative Action/Equal Employment Opportunity created by applicable state, federal or local laws, rules and regulations.
6. It is the policy of the CLC to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities in our procurement activities. Toward that end, the CLC encourages Connecticut small businesses and Connecticut businesses owned by women and minorities to submit Proposals in response to this RFP. This solicitation, however, is NOT restricted to Connecticut businesses nor those designated as small and/or minority owned businesses. Vendors that are certified through the Connecticut Department of Administrative Services (DAS), Business CONNections as a small, minority, women, or disabled owned business are requested to provide a copy of their current certification of eligibility issued by DAS with their bid.

7. Notice is provided to all interested Firms submitting a Proposal in response to this RFP, that in the event your Firm is awarded the contract by the Connecticut Lottery Corporation, your Company will be required to complete and sign a Gift Affidavit, Confidentiality Statement and Affidavit Regarding Consulting Agreements (forms of which are attached hereto as Exhibit D, E and F respectively), as a condition to the awarding of the contract.
8. Connecticut law shall govern this Agreement.

EXHIBIT A

REPRESENTATION AGREEMENT

This Representation Agreement has been entered into this ___ day of June, 2006, between the Connecticut Lottery Corporation, a quasi-public agency whose address is 270 John Downey Drive, New Britain, Connecticut 06051 (the "CLC"), and _____ whose address is _____, Connecticut _____ (the "Broker").

WITNESSETH:

WHEREAS, the CLC through a Request for Proposals dated June ___, 2006, (the "RFP"), which is incorporated herein by reference, solicited Proposals from interested Firms for the procurement of a contract for Real Estate Brokerage Services; and

WHEREAS, _____ submitted a Proposal dated July ___, 2006, to the CLC, which is incorporated herein by reference ("Broker's Proposal"); and

WHEREAS, Broker's Proposal was evaluated along with other Proposals submitted by prospective Firms and _____ was selected as the Firm with whom to award a contract for Real Estate Brokerage Services as set forth in the RFP and Broker's Proposal.

NOW THEREFORE, in consideration of the premises hereto and of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. Agreement To Hire and Serve. CLC hires Broker, and Broker agrees to assist and represent the CLC's interests in connection with the identification and lease or purchase of a parcel of real property having the characteristics described below.

2. Property Characteristics. CLC seeks to acquire, and directs Broker to locate, property having the following characteristics:

- a. A stand alone commercial building of approximately 85,000 square feet capable of meeting the CLC's needs for administrative, operational and warehouse space needs similar in function to CLC's current premises at 270 John Downey Drive, New Britain, Connecticut.
- b. The premises should be located within the Central Connecticut area. However, CLC reserves the right to request Broker expand its area of properties as it deems to be in its best interests.
- c. Purchase price, length of lease term, rental payments and improvement costs are subject to CLC's review and approval.
- d. The CLC has already reviewed a select number of properties as part of a prior Invitation to Submit Lease Proposals issued in January 2006. The CLC will provide a list of those properties at the time of execution of this Agreement. If any

of these properties are presented to the CLC, any commission arrangements with respect to these properties shall be disclosed to the CLC at that time.

- e. The property located at 270-330 John Downey Drive, New Britain, Connecticut is excluded from this Agreement.

3. Term. The term of this Agreement shall be three (3) months, commencing on July 31, 2006, and ending on October 30, 2006. Which term may be extended for additional one (1) month periods upon written agreement of both parties.

4. Duties of Broker. Broker shall use its best efforts to locate one or more premises having the characteristics described in Paragraph 2 above that are presently offered for lease or purchase. Broker shall work diligently in a manner so as to permit CLC to acquire a leasehold or ownership interest in said premises upon terms and conditions and at a price that is as advantageous to CLC as possible. Broker shall nevertheless submit to CLC a description of all available premises meeting the general characteristics described in Paragraph 2 above.

5. Referrals by CLC. CLC agrees to refer to Broker property submitted by any third party to CLC for CLC's consideration.

6. Right To Reject Property. CLC shall have the absolute right to reject any and all premises located by Broker, or referred to Broker by CLC, in CLC's sole discretion.

7. Broker's Services.

- a. Identify and present properties to the CLC for consideration.
- b. Broker shall, when so instructed by CLC, present offers on behalf of CLC and negotiate for acceptance of such offers in accordance with CLC's specific instructions.
- c. CLC has entered into this Agreement in reliance upon Broker's professional skill with respect to the performance of the duties described in this Agreement. Broker represents and warrants that it is properly licensed by the State of Connecticut and adequately staffed to perform the services required by this Agreement and acknowledges that this Agreement creates a fiduciary relationship of trust and confidence between Broker and CLC.
- d. Broker shall fulfill its duties in accordance with the highest professional standards and all ethical standards and rules established by the state and local real estate boards for the jurisdictions where Broker engages in business. Broker shall always comply with all applicable laws, ordinances, and regulations.
- e. Broker acknowledges that it is acting as an independent contractor under this Agreement. Nothing contained in this Agreement or in the relationship it establishes shall be deemed to create a partnership, joint venture, or other relationship other than what is outlined and described in this Agreement, between Broker and CLC.

- f. Broker's authority is limited to performing the services described in this Agreement. Thus, for example, Broker does not have authority to execute any contracts for or on behalf of CLC.

8. Broker's Compensation.

CLC shall not be required to pay a commission or finder's fee for any property that CLC may acquire an interest in as a result of Broker's services under this Agreement. If a property is leased or purchased by CLC as a result of Broker's services, Broker shall look solely to the Landlord/Owner for any commission, finder's fee or other compensation with respect to that property, either directly or by way of co-brokering or other sharing with any real estate broker or agent that may have a listing for that property. Collection of any Broker's compensation shall be the sole responsibility of Broker. Broker will cooperate with all other real estate agents who may have a listing or other arrangement with a Landlord/Owner for a property and shall present all properties found suitable by it for CLC during the term of this Agreement, notwithstanding whether Broker is or may have a listing with or co-broker arrangement with any other real estate agent or broker.

The CLC shall not be responsible or liable for any claims for commissions or finders fees, for any properties that the CLC acquires an interest in. The CLC reserves the right to have the Broker obtain releases from any parties making claim for commission or finders fees as a condition to CLC's lease or acquisition of a property.

9. Third Party Contracts. In the event the Broker feels it is necessary to enlist the services of other individuals or companies for services to assist in the evaluation, procurement or otherwise (ie. architectural, environmental), the Broker shall first obtain the written permission of the CLC.

10. Promotional or Advertising Expenses. Broker is not authorized to solicit premises by means of advertising or other promotional activities.

11. Due Diligence. Upon CLC's request, Broker agrees to conduct a reasonable due diligence investigation concerning any property CLC is interested in leasing or purchasing.

a. This may include, without limitation, investigation of:

- i. The property's zoning classification;
- ii. The boundaries of the property;
- iii. The occupancy of other tenants if applicable;
- iv. The environmental condition of the property; and
- v. Physical condition of the property

b. If aspects of Broker's investigation are beyond the scope of Broker's expertise, Broker may request CLC to retain experts to make satisfactory evaluations.

12. Conflict of Interest. Broker may find itself in a position of conflict of interest in the following ways.

a. First, Broker from time to time lists properties for lease as a Lessor's agent or for sale as an Owner's agent. Broker shall present to CLC any property meeting the profile described in Paragraph 2 above that is listed through Broker or that is owned by Broker and available for

lease or sale. In that event, the Broker shall immediately notify the CLC of the property listing giving rise to the conflict of interest, and that property shall be excluded from this Agreement, and Broker shall automatically become a dual agent, representing both the Lessor, or Owner, and CLC in the transaction, and Broker shall immediately notify Lessor, or Owner of this fact. CLC acknowledges that Broker will not be able to disclose all known information to either the Lessor, or Owner, or to CLC under circumstances of dual agency. In such context, Broker's sole compensation shall be from the Lessor, or Owner.

b. Second, a conflict of interest may also arise when Broker or one or more agents in Broker's office represents another Client who is interested in leasing or selling property having characteristics similar to those described in Paragraph 2 above. Those conflicts of interest shall be resolved as follows:

- i. Broker shall present all qualifying properties to all of its such Clients, but once the CLC has expressed a serious interest in a parcel of property, Broker shall not present that parcel of property to another Client until the CLC states that it no longer has an interest in the parcel of property.

In the event the Broker becomes aware of any other conflict of interest, or apparent conflict of interest, Broker shall immediately notify the CLC of said conflict of interest, and the CLC shall decide whether such conflict or apparent conflict of interest can or cannot be waived.

13. Termination Before Expiration. Either party shall have the right to terminate this Agreement immediately for cause, such as the failure of either party to comply with its terms upon written notice at the address set forth above. CLC shall also have the right to terminate this Agreement upon ten (10) days written notice if, in the sole discretion of CLC, Broker is not properly performing its duties.

14. Indemnification. Broker shall indemnify CLC against and hold CLC harmless from any and all liabilities, claims, damages, costs, and expenses (including reasonable attorneys' fees) to which CLC may become subject by reason of, or arising out of, the unauthorized performance of Broker's duties under this Agreement. Such indemnification and hold harmless provisions shall apply to any claims for commissions or finders fees made by any third party, However, no such right of indemnity shall exist with respect to any liabilities, claims, damages, costs, or expenses that may be incurred by CLC as a result of CLC's bad faith or gross negligence. If any liabilities arise or are made, asserted or threatened against CLC, CLC shall have the right to withhold from Broker any compensation due or to become due Broker in an amount sufficient in CLC's sole judgment to protect it against any such liabilities.

15. Amendment, Modification or Assignment. This Agreement shall not be amended or modified except by written agreement executed by each of the parties and attached to the original copy of this Agreement. Copies of any such written agreement amending or modifying this Agreement shall be sent to each of the parties. This Agreement may not be assigned by Broker without the CLC's written approval.

16. Governing Law. CLC and Broker both acknowledge that they have each received a copy of this Agreement, which shall be governed by and construed in accordance with the laws of the State of Connecticut.

17. Property Review Contingency. Broker acknowledges that CLC's ability to execute a lease or purchase agreement is subject to prior review by the State Properties Review Board. Absent such review, the CLC is not obligated to execute a lease or purchase agreement for any premises.

18. Non-Discrimination. Broker agrees to perform its duties under this Agreement without discrimination with respect to race, sex, color, creed, national origin, age, marital status, familial status, or handicap.

19. Attorneys' Fees. In any action, proceeding, or arbitration arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and out-of-pocket costs.

20. Confidential/Nondisclosure. Broker shall not disclose the identity of CLC without the prior written consent of CLC, which may be granted or withheld in the sole discretion of CLC.

This Representation Agreement has been executed as of this _____ day of July, 2006.

CONNECTICUT LOTTERY CORPORATION

BROKER

By _____ By _____

Its

Its

EXHIBIT B

RELEASE AUTHORIZATION
(Business)

To all Courts, Probation Departments, Selective Service Boards, Employers, Educational Institutions, Banks, Financial and Other Such Institutions, including Consumer Credit Reporting Services and all Governmental agencies - federal, state and local, without exception, both foreign and domestic.

On behalf of

(Name of Firm)

I, _____
(Name of President, CEO, Partner, Owner)

have authorized the Connecticut Lottery Corporation (CLC), the Connecticut Division of Special Revenue and the Connecticut State Police to conduct a full investigation into my background and activities and into the background of the said business entity. Therefore, you are hereby authorized to release any and all information pertaining to me, documentary or otherwise, as requested by an employee or agent of CLC, the Connecticut Division of Special Revenue, and the Connecticut State Police, and to provide copies of same as requested, provided that he or she certifies to you that I have an application pending before the CLC/Connecticut Division of Special Revenue, or is presently a licensee, registrant or entity required to be qualified under the provisions of the applicable Connecticut General Statutes and/or Connecticut Division of Special Revenue regulations.

This authorization shall supersede and countermand any prior request or authorization to the contrary. A photocopy of this authorization will be considered as effective and valid as the original.

Legal Signature of Individual

Name of Business

Business Address

City, State, Zip Code

Subscribed and sworn to before me this _____ day of _____, 2006

Notary Public/
Commissioner of the Superior Court

EXHIBIT C

RELEASE AUTHORIZATION
(Individual)

To all Courts, Probation Departments, Selective Service Boards, Employers, Educational Institutions, Banks, Financial and Other Such Institutions, including Consumer Credit Reporting Services and all Governmental agencies - federal, state and local, without exception, both foreign and domestic.

I have authorized the Connecticut Lottery Corporation (CLC), the Connecticut Division of Special Revenue and the Connecticut State Police to conduct a full investigation into my background and activities.

Therefore, you are hereby authorized to release any and all information pertaining to me, documentary or otherwise, as requested by an employee or agent of the CLC, the Connecticut Division of Special Revenue and the Connecticut State Police, and to provide copies of same as requested, provided that he or she certifies to you that I have an application pending before the CLC or Connecticut Division of Special Revenue, or that I am presently a licensee, registrant or person required to be qualified under the provisions of the applicable Connecticut General Statutes and/or Connecticut Division of Special Revenue regulations.

This authorization shall supersede and countermand any prior request or authorization to the contrary. A photocopy of this authorization will be considered as effective and valid as the original.

Signature of Applicant

Name of Applicant – Print/Type

Street Address

City, State, Zip Code

Date of Birth

Social Security Number

Subscribed and sworn to before me this _____ day of _____, 2006

Notary Public/
Commissioner of the Superior Court

EXHIBIT D

GIFT AFFIDAVIT

I _____ of _____ (hereinafter "Company") hereby swear that neither myself nor any principals or key personnel of the Company who participated directly, extensively and substantially in the procurement, awarding, negotiation and preparation of the Real Estate Brokerage Agreement dated _____, 2006 between the Company and the Connecticut Lottery Corporation, nor any agent of the Company gave a gift, as defined in Con. Gen. Stat. §1-79(e), including a life event gift as defined in Conn. Gen. Stat. §1-79(e)(12), to (1) any public official, or state employee of the state agency or quasi-public agency with whom we have the Real Estate Brokerage Agreement who participated directly, extensively, and substantially in the procurement, awarding, negotiation and preparation of the Real Estate Brokerage Agreement or (2) to any public official or state employee who has supervisory or appointing authority of the state agency or quasi-public agency negotiating and preparing the Real Estate Brokerage Agreement, except the gifts listed below:

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

Further, neither I nor any nor any principals or key personnel of the Company who participated directly, extensively and substantially in the procurement, awarding, negotiation and preparation of the Real Estate Brokerage Agreement know of any action to circumvent this gift affidavit disclosure.

Sworn as true to the best of my knowledge and belief subject to the penalties of false statement.

Signature

Date

Sworn and subscribed before me on this _____ day of _____, 2006.

Notary Public/
Commissioner of the Superior Court

EXHIBIT E

CONFIDENTIALITY STATEMENT

This AGREEMENT, effective upon execution by both parties, between CONNECTICUT LOTTERY CORPORATION and _____:

WHEREAS, the parties, for their mutual benefit, desire that proprietary information be disclosed to each other relating to _____'s agreement to assist the Connecticut Lottery Corporation in locating for lease or purchase, a commercial building.

IT IS THEREFORE HEREBY AGREED THAT:

Proprietary Information means all written information disclosed hereunder (including orally disclosed information that is promptly reduced to writing) and stated by the disclosing party in writing to be considered as Proprietary Information, except that any such information that (a) was in the possession of the receiving party before receiving it from the disclosing party, or (b) is or becomes part of the public knowledge or literature by acts other than those of the receiving party after receiving it, or (c) is or becomes available to the receiving party from a source other than the disclosing party, or (d) is or becomes available to a third party without restriction from the disclosing party, or (e) is developed independently by an employee of the receiving party with an access to the received information.

A party receiving Proprietary Information from the other shall treat it as confidential for a period of five (5) years from the effective date hereof, and shall handle it with the same degree of care that it uses with its own proprietary information. In particular, during this period, the receiving party shall not, without the prior written consent of the disclosing party, (a) divulge any such information to any party or (b) make any commercial use thereof.

No other rights or obligations are implied by this Agreement. In particular, no license is granted or implied hereunder any patent that may not or hereafter be licensable by either party.

Signed and sealed this _____ day of _____, 2006.

CONNECTICUT LOTTERY CORPORATION

COMPANY/FIRM

By: _____

By: _____

James J. Vance
Its President & CEO

Its _____

EXHIBIT F
AFFIDAVIT REGARDING CONSULTING AGREEMENTS

All state contractors, vendors, consultants or other entities seeking to conduct business with the State of Connecticut who anticipate entering into, or renewing, an agreement for procurement of goods or services having a total value to the State of Connecticut of more than fifty thousand dollars (\$50,000) in a calendar or fiscal year (hereinafter "agreement") shall disclose any and all consulting agreements, whether written or oral, to the head of the contracting agency (hereinafter "such agency").

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of an individual or business entity for the purposes of:

- (1) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State of Connecticut, or,
- (2) 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,
- (3) any other similar activity related to the procurement agreement. "Consulting agreement" does not include those agreements or services registered under the provisions of Chapter 10 of the Connecticut General Statutes (Code of Ethics for Lobbyists).

Such disclosure affidavit shall be required if any duties of the consultant include communication concerning business of such agency, whether or not direct contact with a state agency, state official and state employee is expected or made. The disclosure affidavit shall include the name of the consultant, the consultant's firm, whether the consultant is a former state employee or public official (if so, indicate the consultant's former agency and termination date), the basic terms of the consulting agreement, and a brief description of the services to be provided. The disclosure affidavit shall be amended whenever such entities enter into any new consulting agreements during the term of the procurement agreement.

I, _____ (name, title, and company name) disclose the following consulting agreements (if not applicable, indicate "none"):

- 1.
- 2.

I understand that this information shall be updated, as necessary, during the pending of this, or any other contract that I may have with the State of Connecticut.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature

Date

Subscribed and Sworn before me this day of _____, 2006.

Notary Public/Commissioner of the Superior Court