

OFFICE OF THE STATE TREASURER

REQUEST FOR PROPOSALS FOR EXECUTIVE SEARCH SERVICES

Inquiries and Official Agency Response 09/07/06

Question: How many copies of the proposal must be submitted?

Answer: Six.

Question: Do we have to provide a completed Attachment D, Affidavit of Third Party Fees and Disclosure of Consulting Agreements, if our fee for this project is less than \$50,000?

Answer: No.

Question: May prospective bidders obtain a copy of the standard contract for the Office of the Treasurer?

Answer: A copy of the standard contract is being posted with these responses.

Question: How many firms are submitting RFPs [sic] for this work?

Answer: Unknown—the deadline for responding is September 15.

Question: Can you meet with me in advance to discuss my credentials and how viable my firm's candidacy would be for this work?

Answer: No. Interviews, if any, will be held after all proposals have been submitted.

THE DEADLINE FOR QUESTIONS IS 5:00 PM ON MONDAY, SEPTEMBER 11, 2006. Questions should be sent to Howard Rifkin, Deputy Treasurer at the following email address: howard.rifkin@po.state.ct.us.

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 37 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 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) and (g) of the Connecticut General Statutes.
- i. “Gift Certification” shall have the meaning set forth in Section 24 hereof.
- j. “Internal Investigation” shall have the meaning set forth in Section 21 hereof.
- k. “Proceeding” shall have the meaning set forth in Section 21 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 37 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 31 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 5**) 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 copy 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 reduce 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 such fiduciary 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. 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.

In accordance with the foregoing acknowledgement and agreements, the Contractor agrees to have its chief official authorized to enter into this Agreement complete and submit to the

Treasurer a sworn affidavit in the form of **Attachment 2** (the “Third Party Fee Disclosure Affidavit”).

The Contractor represents that the information it has disclosed on the Third Party Fee Disclosure Affidavit 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 December 31 of each contract year.

19. 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.

Treasurer hereby notifies Contractor that, pursuant to Connecticut General Statutes Section 9-333n(g), on and after December 31, 2006, no principal of any State contractor or prospective State contractor (with respect to a State contract) shall make a contributions to or solicit contributions on behalf of: (i) an exploratory committee or candidate committee established by a candidate for election to any or all of the following offices of the State of Connecticut: the Office of the Governor, the Office of the Lieutenant Governor, the Office of the Secretary of State, the Office of the Treasurer, the Office of the Comptroller, or the Office of the Attorney General; (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates; or (iii) a party committee (“Prohibited Contributions”).

In the case of contracts executed on or after December 7, 2005, if a principal of a state contractor makes or solicits a Prohibited Contribution, the Treasurer may, in her sole discretion, void the contract and the Treasurer will be prohibited from extending or amending any such contract for a period of one year following the date of the election for which a Prohibited Contribution is made or solicited.

20. 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.

21. 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 21.
- 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.

22. 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.

23. 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 must complete and submit Attachment 3. The Contractor further represents and warrants that the information disclosed on the sworn affidavit attached hereto as Attachment 3 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.

24. Gift Certification

The Contractor shall complete, truthfully attest to and submit herewith a Gift Certification in the form of Attachment 4.

25. 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.

26. 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.

27. 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.

28. Restrictions

Intentionally omitted.

29. 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 be participating in a 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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 7C, 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 37 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 31. 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.

38. Assignment

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

39. 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.

40. 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.

41. Successor and Assigns

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

42. 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. Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a contract that: (i) permits the filing of liens against the State; (ii) obligates the State to indemnify or hold Contractor harmless in any way; (iii) obligates the State to be subject to binding arbitration, or (iv) provides that this Agreement is expired or terminated is null, void, unenforceable and hereby stricken from this Agreement.

- 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). Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a contract for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b) is null, void, unenforceable and hereby stricken from this Agreement.
- 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. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to tangible personal property as contemplated by C.G.S. Section 12-411b is null, void, unenforceable and hereby stricken from this Agreement.
- 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. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to a state grant as contemplated by C.G.S. Section 7-396 a is null, void, unenforceable and hereby stricken from this Agreement.
- 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. Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a Large Construction or Procurement Contract as contemplated by and defined in Public Act No. 05-287 is null, void, unenforceable and hereby stricken from this Agreement.
- 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 of the C.G.S. 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.

- g. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge and agree that this Agreement does not concern or in any way relate to the Health Insurance Portability and Accountability Act of 1996. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to the Health Insurance Portability and Accountability Act of 1996 is null, void, unenforceable and hereby stricken from this Agreement.
- h. In the event of any conflict between the provisions of this Section of this Agreement (“Miscellaneous Provisions”) and the provisions of any other Section of this Agreement, the provisions of this Miscellaneous Provisions Section of this Agreement shall override and control.

43. Headings

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

44. 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.

45. 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: _____

Dated: _____

By: _____

Title: Treasurer

Dated: _____

**Approved as to form:
OFFICE OF THE ATTORNEY GENERAL**

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

EXHIBIT A

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 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.

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- 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 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

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

- 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.
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.

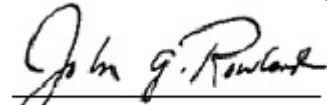
Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

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

EXHIBIT C

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.

Attachment 2

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 PAYEE¹ |
|----------------------|--|------------------------|--|
| | | | |
| | | | |
| | | | |

(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.

Attachment 2

FORM A3A: FOR COMPLETION BY ALL VENDORS BEFORE CONTRACTING

**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 2

Affidavit of Third Party Fees: Instructions

- 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. §3-13l:

<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 3



EMPLOYMENT INFORMATION FORM
OFFICE OF THE STATE TREASURER
WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT
FOR THE YEAR ENDING
September 30, 200__

| Employment Data | 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 set forth herein is true and accurate to the best of his/her knowledge and belief under penalty of perjury.

Certifying Official:

Type Name and Title _____
 _____ Telephone _____

Signature _____

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

 Notary Public/Commissioner of the Superior Court

Attachment 4



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

Gift Certification

I, Type/Print Name, Title and Name of Firm or Corporation, am authorized to execute the attached contract on behalf of the Name of Firm or Corporation (the "Contractor"). I hereby certify that between mm/dd/yy [planning date] and the date of the execution of the attached contract that neither I, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal or in the negotiation of this 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 (1) any public official or state employee of the Office of the State Treasurer who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the Office of the State Treasurer.

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its bid or proposal without fraud or collusion with any person.

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 _____, 200____

Commissioner of the Superior Court
Notary Public

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

Commissioner of the Superior Court/
Notary Public

Attachment 5



INSURANCE CERTIFICATION

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

As of the date hereof, Contractor 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 Contractor and the Treasurer of the State of Connecticut, *(please detail the coverage, including name of provider, name of applicable loss payees, amount and type of coverage)*:

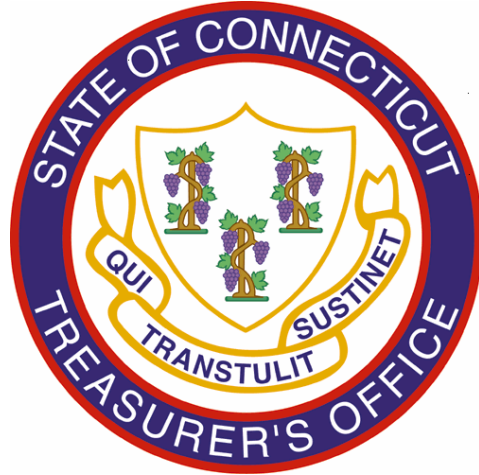
Sworn as true to the best of my knowledge and belief, false statement punishable under law:

Print Name:
Title:

Date

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

Notary Public



Request for Proposals

FOR EXECUTIVE SEARCH SERVICES

August 30, 2006

**State of Connecticut
Office of the Treasurer**

Deadline: September 15, 2006, 5:00 p.m.

**STATE OF CONNECTICUT
OFFICE OF THE TREASURER
REQUEST FOR PROPOSALS
FOR
EXECUTIVE SEARCH SERVICES**

This Request for Proposals (RFP) includes the following:

| | | Page |
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| Section I | Introduction and Purpose of the RFP | 3 |
| Section II | Scope of Services | 3 |
| Section III | Contract Term | 4 |
| Section IV | Contractor Qualifications | 4 |
| Section V | Submission Deadline | 5 |
| Section VI | Evaluation Criteria | 5 |
| Section VII | Instructions | 6 |
| Section VIII | RFP Conditions | 9 |
| Attachments | | |
| | Legal and Policy Attachments | |
| | Draft Job Description | |

Legal and Policy
Attachments

| | |
|--------------|---|
| Attachment A | CHRO – Contract Compliance Regulations Notification to Respondents |
| Attachment B | Employer Information Report |
| Attachment C | Employment Practices Information |
| Attachment D | Affidavit of Third Party Fees and Disclosure of Consulting Agreements |
| Attachment E | Treasury Vendor Integrity Affidavit |
| Attachment F | Corporate Citizenship |
| Attachment G | Notice of Certain Legal Proceedings |
| Attachment H | Conflicts of Interest |
| Attachment I | Disclosure of Principals and Certification of Chief Executive Officer |

Section I - Introduction and Purpose of the RFP

The Treasurer of the State of Connecticut (the “Treasurer”) requests proposals from qualified respondents interested in providing **Executive Search Services** to assist the Treasurer in conducting a nationwide search for the position of Assistant Treasurer for Debt Management.

The search is being conducted in order to replace the incumbent, who is retiring.

The Assistant Treasurer for Debt Management is a position designated in State Statute. The Assistant Treasurer for Debt Management is appointed by and serves at the pleasure of the State Treasurer, who is an independently elected Constitutional Officer of the State. The Assistant Treasurer leads the Debt Management Division, which is responsible for the cost-effective issuance and management of the State of Connecticut’s bonded debt. The State’s strategic investment in roads, bridges, airports, higher education, clean water and economic development are the foundation of Connecticut’ physical and social infrastructure. The Division uses the latest financial instruments available in the public financing market when issuing new debt. The Debt Management Division consists of thirteen professionals under the direction of the Assistant Treasurer. In addition, the Division employs numerous professional services through contracts with investment bankers, financial advisors and bond counsel.

The Division maintains relationships with institutional and retail investors who have shown confidence in the State’s economy by purchasing bonds and notes at the lowest interest rates in recent history. The optimization of the State’s credit rating is critical to obtaining low rates in the future. Debt Management staff are in continual contact and actively participate in rating presentations with Fitch Investors Service, Moody’s Investor Services and Standard and Poor’s Group, the three major rating agencies.

The position of Assistant Treasurer for Debt Management is a critical position requiring a highly skilled and experienced person. The successful Respondent to this RFP will assist the Treasurer in conducting the search and identifying a highly qualified and diverse pool of prospective candidates, including women and minorities, from which to select a new Assistant Treasurer.

Respondents that wish to be considered to provide **Executive Search Services** may submit proposals as more fully detailed herein. The selected Respondent will be expected to execute a personal service agreement with the State Treasurer.

Section II – Scope of Services

The Scope of Services expected to be provided by the successful Respondent include:

1. review and finalization of position description, qualifications and performance standards;
2. development of key competency areas for evaluating candidates;
3. design of interview questions;
4. development and placement of advertisements for the position;
5. active recruitment of individuals meeting the minimum requirements as set forth in the position description;
6. initial screening of candidates based on criteria agreed upon with the Office of the Treasurer;
7. reference checks;
8. recommendations of some finalists for the position;
9. support in scheduling and conducting interviews with potential candidates for the position;

10. communication with all candidates acknowledging their applications and informing them of their final status in the search.

Search firms should plan on at least three meetings with the Office of the Treasurer office during the project. The Treasurer intends to conduct interviews beginning in November, 2006, and to make a final selection before the end of the calendar year.

Section III – Contract Term

The Office of the Treasurer intends to enter into a contract for a six month term, beginning at the end of September 2006, however respondents should provide a work plan that contemplates completion of the search process by the end of the calendar year. The agency, in its sole discretion, may request one additional six month extension of the contract.

Section IV – Contractor Qualifications

Respondents submitting a proposal in response to this RFP must demonstrate the following qualifications:

1. Firm Experience

Demonstrated experience with similar searches for similar positions in the private and public sectors. For each search identified, provide:

- a. the exact scope of services
- b. dates of engagement
- c. job title/description
- d. salary range for each search
- e. whether the position was filled within the desired timeframe
- f. client contact names and telephone numbers.

Respondent must include client contacts and telephone numbers for at least five searches in the last three years.

2. Staff Experience

Key staff must be qualified, by experience and training, to conduct the search. Describe the qualifications and experience of the key staff members you propose to work on this project, and demonstrate how your staff's experience, education and training, or special knowledge skills or abilities best qualify your firm to conduct this search. For the searches listed in Item 1, indicate which were conducted by the staff proposed for the search.

3. Conflicts of Interest; Litigation

The successful Respondent must have no material conflicts of interest in relation to the requested services. Each Respondent must:

- a. disclose any conflicts of interest it may have in relation to the requested services;
- b. certify that no conflict that has been disclosed is material; and

- c. certify that procedures are in place to minimize the impact of any conflict that exists or may arise.

The successful Respondent must not be involved in any litigation that may have a material adverse impact on its ability to perform the requested services. Each Respondent must:

- a. Describe any litigation to which your firm is currently a party, or in the last three years has been involved in, either as a plaintiff or as a defendant, as it relates to any services which you propose to provide to the Office of the Treasurer;
- b. Indicate the current status of such litigation;
- c. Provide management's opinion as to the likely outcome of such litigation and whether such litigation or outcome is likely to result in a material adverse impact on your firm's operations or affairs so as to affect your firm's ability to effectively serve our office.

Section V – Submission Deadline

Proposals must be received by 5 PM. on September 15, 2006, at the Office of the State Treasurer, 55 Elm Street, 7th Floor, Hartford, CT 06106, Attention: Howard G. Rifkin, Deputy Treasurer.

Section VI – Evaluation Criteria

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

1. Experience of the Respondent in providing Executive Search Services.
2. Overall knowledge and demonstrated understanding of the services requested.
3. Qualifications of personnel including the experience and availability of the day-to-day personnel servicing the Treasurer's business and the breadth, depth and availability of other professionals to provide services to the Treasurer. Respondent's demonstrated commitment to understanding and serving client needs and responsiveness to client requests for assistance.
4. Team organization and approach including the ability of the respondent to adequately staff and complete time-sensitive transactions and to interact effectively with the Treasury personnel.
5. Fee proposal.
6. Absence of material conflicts of interest and material adverse litigation.
7. Connecticut presence as evidenced by the number of offices the respondent maintains in Connecticut and the number of Connecticut residents employed in those offices.
8. Equal employment opportunity record as evidenced by the composition of respondent's personnel and the respondent's affirmative action and equal employment opportunity policies and practices.
9. Corporate Citizenship policies, including the charitable contribution of money and time; local procurement of goods and services; development of and/or participation in internship programs or scholarships; and policies with regard to the use of women-owned, minority-owned and small

business enterprises.

10. Overall compliance with State and federal laws and policies as evidenced in the completion of the Part A - Required Legal and Policy Attachments and the required submissions.

Fees and compensation will be an important factor in the evaluation process. The State Treasurer's Office, however, is not required to select the lowest cost response.

Section VII – Instructions

- 1) **Official Agency Contact.** All communications with the Office of the State Treasurer for the purposes of this RFP must be directed to Howard G. Rifkin, Deputy Treasurer, who may be reached via 55 Elm St., Hartford, CT 06106, howard.rifkin@po.state.ct.us , 860.702.3292.
- 2) **Respondent's Representatives.** Respondents must designate an authorized representative and one alternate. Provide the name, title, address, telephone and FAX numbers, and e-mail address for each representative.
- 3) **Communications Notice.** All communications with the agency or any person representing this agency concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by Respondents or their representatives may result in disqualification or other sanctions, or both.
- 4) **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 Treasurer.
- 5) **Minimum Submission Requirements.** At a minimum, proposals must (1) be submitted before the deadline, (2) follow the required format, (3) satisfy the packaging and labeling requirements, (4) be complete, and (5) include the required Attachments. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.
- 6) **References.** Identify five (5) recent clients that we may contact as references. Provide the following information for each reference: name, title, company address, and phone number.
- 7) **Affirmations Concerning Contract and Conditions.** Include a written statement that the Respondent has read and accepts the RFP's conditions, the agency's standard contract and conditions, and the State's contract compliance requirements in their entirety. The statement must be signed by the Respondent.
- 8) **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.
- 9) **Contract Compliance Requirements.**
 - a) 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.

- b) The Treasurer is required to consider the following factors in considering the Respondent's qualifications: (1) success in implementing an affirmative action plan; (2) promise to develop and implement a successful affirmative action plan; (3) submission of EEO-1 data indicating that the composition of the Respondent's workforce is at or near parity in the relevant labor market area; or (4) promise to set aside a portion of the contract for legitimate minority business enterprises.

10) **Meetings with Respondents.** At its discretion, the agency may convene meetings with Respondents in order to gain a fuller understanding of the proposals. The meetings may involve interviews, presentations, or site visits. If the agency decides meetings are warranted, the Official Agency Contact will telephone Respondents to make an appointment. Any such meetings are tentatively scheduled for the week of September 18, 2006.

Response Content

11) **Format for Responses.** All proposals must follow the required format (below) and address all requirements listed in the prescribed order, using the prescribed numbering system. Failure to follow the required format may result in the disqualification of a proposal.

I. Cover Letter

The proposal should contain a cover letter with the following information:

a) Contact Information

- 1) Name of Respondent
- 2) Business Location
- 3) Mailing Address
- 4) Telephone Number
- 5) E-mail Address

b) Respondent's Representatives

The Respondent must designate an authorized representative and one alternate who may speak and act on behalf of the Respondent in all dealings with the agency, if necessary. Provide the following information for each individual.

- 1) Names and titles
- 2) Telephone Numbers

c) A statement that the Respondent has the capability to provide the requested services.

d) A statement that the Respondent meets the minimum qualifications set out in Section IV. If a Respondent does not meet any of the minimum qualifications, they must identify which qualification(s) they do not meet and make a detailed case as to why the Treasurer should consider their firm and their product.

e) A Statement that the Respondent has thoroughly reviewed the RFP and acknowledges and accepts all terms and conditions included in the RFP.

f) A statement that the Respondent has read and accepts the agency's standard contract and

conditions in their entirety.

The cover letter must be signed by a person authorized to bind the firm to all commitments made in its proposal.

II. Respondent Information

a) Qualifications

Provide the information requested in Section IV of the RFP regarding the experience of your firm and key staff members. Describe how your experience, education and training, or special knowledge, skills or abilities meet the required minimum qualifications of this RFP.

b) References

Identify five (5) recent clients that we may contact as references. Provide the following information for each reference: name, title, company address, and phone number.

III. Outline of Work

a) Work Plan--Provide a detailed, task-oriented breakdown for each activity in the Scope of Services. Respondents wishing to add activities to those specified must show the additions as separately numbered tasks.

b) Methodologies--Describe how each activity will be accomplished, providing a detailed explanation of the procedures or processes that will be used to attain the expected outcomes; include a description of the proposed method of working with the agency, the resources or services requested of the agency (if any), and the proposed method of receiving agency approval of deliverables.

c) Deliverables--List and describe the form and content of each work product, report and recommendation you would provide to the State during the search process. Provide samples.

d) Schedule--Include a proposed work schedule, by activity, indicating when each activity will be accomplished. Identify any significant milestones or deadlines. Include due dates for all deliverables.

e) Personnel Resources

i) Staffing Plan--Identify the personnel resources that will be assigned to each activity delineated in the work plan (above). State the proportion of time that personnel will allocate to each task of the project.

ii) Key Personnel--Identify the key personnel that will be assigned to this project. Attach resumes reflecting their qualifications, including related work experience. [Note: The Office of the Treasurer must be notified in writing and in advance regarding the departure of any key personnel from the project.]

f) Proposed Cost--Include a cost proposal.

IV. Compliance

Legal and Policy Attachments—Complete the Legal and Policy Attachments in accordance with the Directions. PLEASE NOTE: The selected firm will be required to re-execute Attachment D at the time of the execution of the contract with the Office of the Treasurer.

Section VIII--RFP Conditions

1. All proposals submitted in response to this RFP will become the sole property of the Office of the State Treasurer.
2. The Office of the State Treasurer began planning to obtain the services to be covered by this contract on May 15, 2006.
3. The State Treasurer shall be required, as a part of the procurement process, to certify that the Respondent awarded this contract was not selected as a result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
4. The successful Respondent will be required to complete Attachment E of the Legal and Policy Attachments regarding the giving of gifts. The failure to provide such affidavit shall be grounds for disqualification.
5. Inclusion of Taxes in Prices – The Office of the Treasurer is exempt from the payment of excise, transportation, and sales and use taxes imposed by the Federal Government or any state or local government. Such taxes must not be included in your fee proposal.
6. 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.
7. Timing and sequence of events resulting from this RFP will ultimately be determined by the Office of the State Treasurer.
8. 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.
9. 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.
10. Any costs and expenses incurred by Respondents in preparing or submitting proposals, including travel expenses incurred to attend Respondents' meetings or interviews are the sole responsibility of the Respondent.
11. 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.
12. 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.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the

required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The Respondent must accept the Office of the State Treasurer's standard contract language and conditions.
12. 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.
13. 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 agency 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 Office of the State Treasurer and the Respondent.
14. Prior to its engagement by the Office of the Treasurer, the successful Respondent shall furnish the Office of the 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.

ADDENDUM

Draft 1/30/06

Position: Assistant Treasurer Debt Management

Section 3-13 of the Connecticut General Statutes states, in part, “[t]he Treasurer shall appoint an assistant treasurer for debt management. Such assistant shall be sworn to the faithful discharge of his duties. He shall, under the direction of the Treasurer oversee the general financing procedure in the borrowing of money by the state and perform such other duties as the Treasurer may direct.”

Salary Range: \$107,147 - \$136,724 (annual)

Responsibilities include:

Day-to-day supervision of the Debt Management Division.

Primary responsibility for overseeing the issuance of state debt.

Point of contact between the state and the three major rating agencies, including presentations before those agencies from time to time.

Supervision of staff of thirteen professionals (debt management specialist, accountants and administrative personnel), investment bankers, financial advisors and bond counsel.

Assist in the selection of investment bankers, financial advisors, bond counsel and other necessary specialists to support the debt management program.

Serving on the Board of Directors for the Tax Exempt Proceed Fund, established pursuant to Section 3-24a, et seq, of the Connecticut General Statutes

Oversight of preparation of monthly, annual reports, and certifications relating to outstanding state debt liabilities.

Coordination with the Assistant Treasurer for Cash Management of the state’s cash balances in relationship to the sale of state debt and the investment of bond proceeds.

Coordination of the state’s debt sale calendar and liaison to other debt issuing state and quasi-public agencies on the issuance of debt.

Liaison between the Treasury and the State Office of Policy and Management with respect to the work and statutory responsibilities of the State Bond Commission.

Liaison between the Treasury and cities and towns in promoting best practices on matters involving debt management.

Ongoing responsibility to initiate policy planning and consideration of issues and challenges concerning the municipal securities market and the state's fiscal outlook, and make related recommendations to the Treasurer for the efficient management of debt.

Qualifications:

Candidate must have considerable knowledge of: the municipal bond markets; arbitrage restrictions; and municipal debt transaction record keeping and controls. Required skills include demonstrated managerial skills, literacy in a Windows-based personal computer environment (including word processing, spreadsheet and data base software), familiarity with the Bloomberg financial data services system; strong analytical ability and executive level written and oral communication skills. The ideal candidate has a Bachelor's degree and at least five years of progressively responsible experience for municipal securities transactions, preferably in a public sector environment. A graduate degree in finance or related field designation are preferred.

Request for Proposals
For Executive Search Services
Legal and Policy Attachments

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 | | | | | |
|---------------------------|-----------------|-------|-------|----------|-------|-----------------|------------|--------|-------|----------|-------|-----------------|--------------|
| Job Categories | | WHITE | BLACK | HISPANIC | ASIAN | NATIVE AMERICAN | TOTAL MALE | WHITE | BLACK | HISPANIC | ASIAN | NATIVE AMERICAN | TOTAL FEMALE |
| 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.

*STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER*

Gift Certification

I, Type/Print Name, Title and Name of Firm or Corporation, am authorized to execute the attached contract on behalf of the Name of Firm or Corporation (the “Contractor”). I hereby certify that between mm/dd/yy [planning date] and the date of the execution of the attached contract that neither I, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal or in the negotiation of this 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 (1) any public official or state employee of the Office of the State Treasurer who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the Office of the State Treasurer.

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its bid or proposal without fraud or collusion with any person.

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 , 200 .

Commissioner of the Superior Court
Notary Public

*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.

ATTACHMENT H

*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 H.

The undersigned, on behalf of the Respondent identified above, hereby certifies that the information set forth in this Attachment H and any Supplemental Information to Attachment H 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

Office of the State Treasurer

DISCLOSURE OF PRINCIPALS OF A STATE CONTRACTOR OR PROSPECTIVE
STATE CONTRACTOR AND
CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER

Pursuant to Conn. Gen. Stat. § 9-333n(g) and (h), beginning July 1, 2006, the Office of the Treasurer is required to report to the State Elections Enforcement Commission (SEEC) a “list of the principals of state contractors or prospective state contractors.” This information will be compiled for use by the SEEC for implementation of recent legislation entitled “**An Act Concerning Comprehensive Campaign Finance Reform for State-Wide Constitutional and General Assembly Offices,**” Conn. Public Act 05-5. The Act defines “principals” based upon whether the contractor or prospective contractor is a “**business entity.**”

Conn. Public Act 05-5 (2005) defines “business entity” as follows:

"**Business entity**" means the following, whether organized in or outside of this state: Stock corporations, banks, insurance companies, business associations, bankers associations, insurance associations, trade or professional associations which receive funds from membership dues and other sources, partnerships, joint ventures, private foundations, as defined in Section 509 of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended; trusts or estates; corporations organized under sections 38a-175 to 38a-192, inclusive, 38a-199 to 38a-209, inclusive, and 38a-214 to 38a-225, inclusive, and chapters 594 to 597, inclusive; cooperatives, and any other association, organization or entity which is engaged in the operation of a business or profit-making activity; but does not include professional service corporations organized under chapter 594a and owned by a single individual, nonstock corporations which are not engaged in business or profit-making activity, organizations, as defined in subdivision (6) of this section, candidate committees, party committees and political committees as defined in this section. For purposes of this chapter, corporations which are component members of a controlled group of corporations, as those terms are defined in Section 1563 of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, shall be deemed to be one corporation.

REQUIRED DISCLOSURES

If you are a “business entity,” you must provide a list of your “principals” with your response to this RFP, as follows:

1. (a) For publicly traded corporations, the names of individuals who own five per cent (5%) or more of the shares of such corporation.
(b) For business entities that are not publicly traded corporations, the names of
 - (i) individuals who are members of your Board of Directors and
 - (ii) individuals who have a 5% ownership interest in the entity.
2. The names of individuals employed as president, treasurer, executive vice president and senior vice president.
3. The names of any employees who have managerial or discretionary responsibilities with respect to your contract with the State Treasurer’s Office.
4. The names of the spouse and dependent children of any individual identified in 1 through 3, above.
5. Any political committee established by or on behalf of any individual identified in 1 through 4, above.

If you are NOT a “business entity,” you must provide a list of your “principals” with your response to this RFP, as follows:

1. The name of the individual who is your chief executive officer.
2. The names of any employees who have managerial or discretionary responsibilities with respect to your contract with the State Treasurer’s Office.
3. The names of the spouse and dependent children of any individual identified in 1 or 2, above.
4. Any political committee established by or on behalf of any individual identified in 1 through 3, above.

For the full text of Public Act 05-5, use the following link.

<http://www.cga.ct.gov/2005/ACT/PA/2005PA-00005-R00SB-02103SS3-PA.htm>

DISCLOSURE OF PRINCIPALS

NAME OF RESPONDENT: _____

Business entity ___yes ___no

1.

2.

3.

4.

5. (if applicable)

Signature

Date

Print name and title:

Office of the Connecticut State Treasurer
Legal and Policy Attachments

Directions for completion of Legal and Policy Attachments
For Executive Search Services RFP

A link to each of the statutes cited is provided.

A. 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.

B. 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.

C. 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.

D. Attachment D AFFIDAVIT OF THIRD PARTY FEES PAID OR RECEIVED:

Conn. Gen. Stat. § 3-13j requires any person or entity, prior to entering an investment services contract 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 for investment services contracts has been extended by the Treasurer, as a matter of public policy, to **all Treasury contracts having a cost to the state of \$50,000 or more**. The following links will provide useful guidance on the types of payments that must be reported and those fees that are impermissible under Conn. Gen. Stat. §3-13j: <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.

This affidavit must be signed by the chief official of the Respondent. Please provide the requested information, and notarize where indicated. If you have no fees or agreements to report, please insert “none” on the affidavit.

E. Attachment E TREASURY GIFT CERTIFICATION:

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 that no gifts as defined in Conn. Gen. Stat. § 1-79 were given by the firm or by any principals or key personnel of the firm since the date that planning began for the contract. See Conn. Gen. Stat. §4-250 et seq. The Treasurer requires **all** selected vendors to complete a Gift Certification when the contract is executed, regardless of the value of the proposed contract. Please complete the affidavit, and notarize where indicated. You are required to perform the necessary inquiry to enable you to complete this affidavit.

F. 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.

G. 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>

H. Attachment H CONFLICTS OF INTEREST:

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

I. Attachment I DISCLOSURE OF PRINCIPALS

Pursuant to Conn. Gen. Stat. § 9-333n(g) and (h), beginning July 1, 2006, the Office of the Treasurer is required to report to the State Elections Enforcement Commission (SEEC) a “list of the principals of state contractors or prospective state contractors” for all contracts with a value of \$50,000 or more. This information will be compiled for use by the SEEC for implementation of recent legislation entitled “**An Act Concerning Comprehensive Campaign Finance Reform for State-Wide Constitutional and General Assembly Offices,**” Conn. Public Act 05-5. The Act defines “principals” depending upon whether the contractor or prospective contractor is a “business entity.” Please determine whether or not you are a business entity, using the definition provided on Attachment I, and provide the requested disclosure of principals.

Links to Statutes

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

Public Act 05-5 <http://www.cga.ct.gov/2005/ACT/PA/2005PA-00005-R00SB-02103SS3-PA.htm>