

Request for Proposals

FOR TAX ARBITRAGE REBATE SERVICES

AND/OR

VERIFICATION AGENT SERVICES

DATE: May 8, 2007

**State of Connecticut
Office of the Treasurer**

Deadline: June 12, 2007, 3:00 p.m.

**STATE OF CONNECTICUT
OFFICE OF THE TREASURER
REQUEST FOR PROPOSALS
FOR
TAX ARBITRAGE REBATE SERVICES AND/OR VERIFICATION AGENT
SERVICES**

This Request for Proposals (RFP) includes the following:

- Section I Introduction and Purpose of the RFP
 - Part A – Tax Arbitrage Rebate Services
 - Part B - Verification Agent Services
- Section II Scope of Services as follows:
 - Part A – Tax Arbitrage Rebate Services
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 - Part A – Tax Arbitrage Rebate Services
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Legal and
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Attachments

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Section I - Introduction and Purpose of the RFP

The Treasurer of the State of Connecticut (the "State") requests proposals from qualified respondents interested in providing Tax Arbitrage Rebate Services (Part A) and/or Verification Agent Services (Part B) to the State for its financing programs. As more fully described in Section II herein, respondents that would like to provide Tax Arbitrage Rebate Services and/or Verification Agent services may submit proposals in order to be selected through this RFP process. The State may elect to contract for some or all of the available services and may choose different firms to provide services for different programs. Firms submitting proposals for more than one of these services must submit separate fee proposals for each service by program. The State intends to use this RFP process to select firms that will be appointed by the Treasurer to serve as Tax Arbitrage Rebate provider and/or Verification Agent for each program for a four-year period. The selected respondent(s) will be expected to execute a personal service agreement with the State Treasurer.

Part A – Tax Arbitrage Rebate Services

The State issues tax-exempt bonds under four major bonding programs and other related programs to finance a variety of projects, grants and other qualified public purposes. These bond issues are subject to the tax arbitrage rebate requirements contained in Section 148(f) of the Internal Revenue Code of 1986 (the "Rebate Requirements").

The Financing Programs include:

1. General Obligation
2. University of Connecticut, General Obligation (UCONN 2000)
3. Clean Water/Drinking Water Fund – State Revolving Fund
4. Bradley Airport
5. Special Tax Obligation (Transportation Infrastructure Program)
6. Other

Portions of the proceeds of each issue are held and invested by third party trustees as well as by the Office of the Treasurer.

Part B – Verification Agent Service

The State anticipates undertaking general obligation and revenue bond refunding issues, escrow restructuring, synthetic refundings, various swap or other derivative transactions, and/or cash defeasances from time to time depending on market conditions. The State must have each of these transactions verified on the final day of pricing. The verification agent will: (1) verify the mathematical accuracy of escrow structure calculations; (2) calculate the yields on the refunding bonds and escrow securities; (3) provide the State with a letter expressing the firm's opinion as to the mathematical accuracy and sufficiency of the specific escrow cash flows and related transactions, (4) verify calculations

relating to the transferred proceeds and (5) verify other mathematical calculations or similar factual matters relating to the status of bonds as not being “arbitrage bonds” as may be applicable.

Section II – Scope of Services

Part A – Tax Arbitrage Rebate Services

The scope of services to be provided by the tax arbitrage rebate services provider will include, but not be limited to, the following:

For each issue the selected firms will be required to:

1. Consult with State regarding the nature of the bonding program and collect all necessary documentation and investment data.
2. Review documentation for special elections and eligibility for spending exceptions. Verify that the issue is subject to the Rebate Requirement.
3. Verify debt service, original issue discount or premium, sources and uses, and calculate the tax arbitrage yield.
4. Review and confirm prior calculations for the issue, if any.
5. Identify, and separately account for, all "Gross Proceeds" (as that term is defined in the Rebate Requirement) of the bond issue, including those requiring allocation analyses due to "transferred proceeds" and/or "commingled funds" circumstances.
6. Review and analyze the portfolio of investments and the funds and accounts in which the investments are held. Determine whenever necessary the fair market price or present value of investments, as needed.
7. Calculate the issue's excess investment earnings (cumulative rebate liability), taking into account any proceeds that are or have become subject to the yield restriction requirements and all credit and debits required or permitted by the tax regulations.
8. Deliver a comprehensive report detailing the tax arbitrage rebate calculations, the rebate liability and any yield restriction issues as well as an opinion letter regarding the calculations for obligations issued by the State, which shall provide, among other things, that such calculations were performed in compliance with federal tax law. Provide an executive summary identifying the methodology employed, major assumptions, conclusions, and any recommendations for changes in the State’s recordkeeping and investment policy.
9. Prepare and provide for signing and dating a completed Form 8038T ready for filing with the IRS.
10. Assist the State as necessary in the event of an IRS or other inquiry.

11. Consult with State staff and the State's bond and tax counsel as necessary regarding tax arbitrage-related matters, record keeping and compliance, strategies to maximize investment earnings while complying with tax regulations and changes in tax laws and their effects on outstanding issues and future issuance.
12. Develop models for calculating accrued and projected tax arbitrage rebate liability out several years into the future for financial reporting and budgeting purposes. Provide annual liability estimates for each June 30. Also develop and maintain other models as needed for specific programs.
13. Maintain a database of all issues for said bonding program and advise the State of any important dates as they occur (yield restrictions, calculations, payment dates and current status of all issues in the program).

Part B – Verification Agent Service

The selected firms will be required to provide, at a minimum, the services listed below in connection with each refunding bond or cash defeasance issued by the State. The verification services will include, but not be limited to, the following:

1. Preparation of reports and verification of the mathematical accuracy of escrow reports relating to the purchase of securities placed in the escrows to support debt service, including the verification of existing escrows.
2. Review source documents (official statements, trade confirmations, SLG subscription forms, prior verification reports, etc.) and confirm that the assumptions used in the calculations conform to such source documents.
3. Coordinate as necessary with the financing team, including the Financial Advisor(s) and Bond or Tax Counsel to ensure that necessary information concerning the Refunding Bonds, the refunded bonds and escrow investments (the "Refunding Bond Information") is accurately and completely transmitted and included in the verification report. Such letter and reports shall be addressed to and relied upon by the State, Financial Advisor(s), and Bond Counsel and Tax Counsel, Underwriters and Trustees.
4. Provide an opinion letter and a mathematically accurate report to the State within 12 hours of the receipt of Refunding Bond Information:
 - a. Sources and Uses of Funds
 - b. Debt Service Requirements
 - c. Proof of Yield on escrow
 - d. Proof of Arbitrage Yield on Bonds
 - e. Total Requirements of Refunded Bonds
 - f. Summary of Escrow Requirements and Escrow Fund Cash Flow Sufficiency

- g. Verification of Debt Service Requirements to Maturity of Refunded Bonds
 - h. Verification of Net Present Value Savings
 - i. Verification of Transferred Proceeds Calculations
 - j. Dollar price of bonds sold on a yield basis (to maturity or call)
 - k. Accreted value calculations for deep discount term bonds
 - l. Other schedules needed in support of transaction
5. The Verification Agent's Opinion Letter and reports shall be addressed to and relied upon by the State, Financial Advisor(s), and Bond Counsel and Tax Counsel, Underwriters and Trustees.
6. In addition, prior to the pricing of the Refunding Bonds, or the escrow restructuring, or the cash defeasance and based on information submitted by the State, the verification agent will conduct a "dry-run" verification of the pricing calculations by the underwriter and/or financial advisor in order to ensure the accuracy of the proposed structure of the Refunding Bonds and/or escrow. The Bonds may be issued as multiple issues for yield purposes and the calculations may involve different escrows funded from various sources of funds and may give effect to prior restricted escrow investments.

Section III – Contract Term

The Office of the Treasurer intends to enter into a contract for a four year term, beginning January 1, 2008. The agency, in its sole discretion, may request up to two (2) one-year extensions of the contract.

Section IV – Submission Deadline

Proposals must be received by 3:00 p.m. on June 12, 2007, at the Office of the State Treasurer, Debt Management Division, 55 Elm Street, 6th Floor, Hartford, CT 06106, Attention: Sheree Mailhot, Debt Management Specialist. No proposals submitted after the above deadline will be accepted for consideration.

Section V – Evaluation Criteria

Each firm will be evaluated based on their written responses to General Information section in addition to the specific program requirements set forth in Part A and/or Part B; additional written information, if any, requested by the Treasurer's Office; references; and oral interviews, if any:

General Information:

1. Team organization and approach including the ability of the firm to adequately staff and complete time-sensitive transactions and to interact effectively with the Office of the Treasurer.
2. Connecticut presence as evidenced by the number of offices the respondent maintains in Connecticut and the number of Connecticut residents employed in those offices.
3. 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.
4. 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.
5. Overall compliance with State and federal laws and policies as evidenced in the completion of the Legal and Policy Attachments and the required submissions.
6. 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.

Part A – Tax Arbitrage Rebate Services

1. Experience of the firm in providing arbitrage rebate services to large and complex state or municipal bond issuers including the firm's understanding and level of competence in developing innovative or alternative solutions to managing arbitrage rebate exposure.
2. Quantitative abilities of the firm.
3. Qualifications of the financing team including the experience and availability of the primary contact and the breadth and depth of the other professionals available to provide arbitrage rebate services to the State.

Part B – Verification Agent Service

1. Demonstrated record of the firm's experience with other large and complex refunding issues and/or comprehensive debt restructurings.
2. Methodology for delivery of services, quantitative capabilities and depth of technical expertise.
3. Qualifications of personnel, team organization and approach including the ability of the firm to adequately staff and complete time-sensitive transactions and to interact effectively with the State, underwriters, financial advisors, trustees and other professionals involved in the State's financings.

Section VI – Instructions

1. **Official Agency Contact.** All communications with the Office of the State Treasurer must be directed to the Official Agency Contact. The Official Agency Contact for the purposes of this RFP is Sheree Mailhot, Debt Management Specialist, who may be reached at: Office of the Treasurer; 55 Elm Street, 6th Floor, Hartford, Connecticut 06106; sheree.mailhot@ct.gov; 860-702-3035 (phone), 860-702-3034 (fax).
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. **RFP Timeline (Schedule of Events).** The following timeline, up to and including the Deadline for Submitting Proposals, shall be changed only by an amendment to this RFP. Dates after the Deadline for Submitting Proposals are target dates only.

May 8, 2007	RFP Released
June 12, 2007	Deadline for Submitting Proposals
July 17-August 7, 2007	Meetings/Interviews with Respondents (Optional)
August 20, 2007	Contractor Selection
October 10, 2007	Start of Contract Negotiations
December 31, 2007	Start of Contract

5. **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.
6. **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.
7. **References.** Identify three recent clients that we may contact as references. Provide the following information for each reference: name, title, company address, and phone number as well as a brief summary of the services provided and the type of bond issue(s)
8. **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 and without amendment. The statement must be signed by the Respondent.

9. **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. **This portion of the response should be bound separately.**

10. **Contract Compliance Requirements.** The State of Connecticut is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

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 bidder employment information 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.

11. **Consultants.** Any Respondent that has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of the Office of the State Treasurer, whether or not direct contact with the agency, any agency or public official or state employee was expected or made, must disclose such consulting agreements in the Affidavit of Third Party Fees and Disclosure of Consulting Agreements, Attachment D of the Legal and Policy Attachments. The selected vendor will be required to provide an updated disclosure at the time the contract is executed. See the Directions accompanying the Legal and Policy Attachments for instructions.

12. **Style Requirements.** Proposals must conform to the following requirements: (1) be word processed or typewritten, (2) use font size of not less than 12 points, (3) have margins of not less than 1" on the top, bottom, and sides of all pages, (4) be not more than 20 pages in length for Arbitrage Rebate Services and 15 pages for Verification Agent Services, excluding the cover letter and required legal and policy attachments, (5) display the Respondent's name on the header of each page, and (6) display page numbers at the bottom of each page.

13. **Packaging and Labeling Requirements.** All proposals must be submitted in sealed envelopes or packages. All proposals must be addressed to the Official Agency Contact. The name and address of the Respondent must appear in the upper left hand corner of the envelope or package. An original (clearly identified as such) proposal, five conforming copies, and one copy in PDF format on a CD-R disk must be submitted. The original proposal must be signed by the Respondent. Unsigned proposals will be rejected. Proposals transmitted by facsimile will not be accepted or reviewed.

14. **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 July 17 - August 7, 2007.

15. Required 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 include a cover letter not to exceed two (2) pages 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. Include a statement that the Respondent has read and accepts the agency's standard contract and conditions in their entirety and without amendment.

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

II. Respondent Information

Firms may respond to Part A for tax arbitrage rebate services or Part B for verification services or both depending on their interest and qualifications in these areas.

Part A – Tax Arbitrage Rebate Services: NOTE: Response to Section 1 and 2 is mandatory. For Sections 3 thru 7, each firm should respond to one or more sections, depending on their interests and qualifications in these areas.

Section 1 – General Information:

1. Describe your firm's experience in providing tax arbitrage rebate compliance services in general, and specifically with regards to transactions issued by State-level entities. Highlight experience with complex tax-exempt structures such as State Revolving Fund issues, advance refundings, etc. in particular. Include at least two examples of work performed at the specific branch office which will have primary responsibility for this engagement. These examples should reflect currently applicable laws, rules, and regulations.
2. Provide a brief explanation of circumstances requiring methodological discretion and your recommended approach to addressing such circumstances. Specific examples of how such discretionary measures can impact analyses performed on complex debt issuances are preferred. Examples might include allocation of commingled funds, identifying and advising on optional elections available to the State, and utilizing market vs. present value for identifying fund balances.
3. Designate the individual(s) who will be working on day-to-day activities with State staff. Provide a brief description of their experience, office location, and accessibility. Provide the names and contact person(s) for at least five agencies each of which your firm has provided tax arbitrage rebate compliance services for at least five (5) bond issues.
4. Describe in detail the information and assistance you will require from State staff. Include your needs for bond issuance and investment information, and any special reporting formats that may be required.
5. Describe the legal expertise available within or to your firm, particularly with regard to the provisions of Section 148(f) of the Internal Revenue Code and Regulations promulgated there under. Describe the assurance you can provide the State that work performed is consistent with federal tax and other applicable laws. Explain whether the necessary legal advice will be provided within your firm or by a subcontractor. Describe any legal opinions that may be required to satisfy each tax arbitrage calculation.
6. NOTE: If the requisite legal expertise is available within your firm, describe your firm's expertise with the relevant provisions of the Internal Revenue Code and applicable rules and regulations. If the legal advice is to be provided outside your firm, identify the source of this expertise and explain the source's knowledge of the relevant Code and Regulation sections. Explain any mark-ups you will add to the cost for outside legal advice. Provide an estimate of the scope and cost of legal advice, including estimated hours and fee rates.
7. Describe your firm's experience with partial refundings in a program secured by a reserve fund and the issues which are raised in such a circumstance.
8. Describe your firm's process for adapting to changes in the tax law and the impact on your clients.

9. Describe your firm's approach to providing the State with projected arbitrage rebate liability and payments out five years hence.
10. Describe your firm's experience with calculating arbitrage rebate with regard to investment in complex Guaranteed Investment contracts.

Section 2 – Fee Proposal (Mandatory)

Based on the attached schedule of issues requiring arbitrage rebate calculation (Schedule 1) during the next four years state your firm's charges per issue and using the attached Supplemental Fee Quotation (Schedule 2), summarize your fees by fiscal year and program.

Specifically state additional fees charged for the following:

1. Yield restriction analyses
2. Commingled funds analyses
3. Transferred proceeds analyses
4. Multiple participants in a pooled financing
5. Variable rate issues

Provide estimates of other expenses exclusive of fee schedules. Identify follow-up consultation and services available after completion of the tax arbitrage calculation, and the costs thereof. Indicate the length of time you would honor such schedule and how your fee schedule would apply to future bond issues.

How would you propose to handle and bill for amending your calculations if new regulations require amending previous calculations?

How would you propose to bill for program modeling and consultation?

Section 3 – General Obligation

1. Summarize in tabular format your tax arbitrage rebate experience with large general obligation issuers over the past two years.
2. Discuss your experience with tax arbitrage rebate calculations for variable rate issues and commercial paper issues and what special requirements or issues the State should be aware of.
3. Discuss your experience and methodology for allocating tax arbitrage rebate liability among various bond funds that were funded by one bond issue.

Section 4 – University of Connecticut (UCONN 2000)

1. Summarize in tabular format your tax arbitrage rebate experience with large public higher education issuers.

Section 5 – Special Tax Obligation (Transportation Infrastructure)

1. Summarize in tabular format your tax arbitrage rebate experience with special tax obligation issuers similar to Connecticut over the past two years.
2. Discuss any experience your firm has had creating mathematical models to combine separate reserve funds into one common parity reserve fund and providing aggregate tax arbitrage rebate analysis including investment allocations.
3. Discuss your experience with transferred proceeds calculations and issues which arise when all of the bonds for an issue have been refunded or paid but reserve fund proceeds remain and are required for the overall reserve fund requirement.

Section 6 – Clean Water/Drinking Water Fund – State Revolving Fund

1. Summarize in tabular format your tax arbitrage rebate experience with Clean Water/Drinking Water Fund issuers similar to Connecticut over the past two years.
2. Discuss any experience your firm has had with State Revolving Funds and what tax issues are unique to these Funds with regard to managing tax arbitrage rebate liability.

Section 7 – Bradley Airport

1. Summarize in tabular format your tax arbitrage rebate experience with airport issuers over the past two years.
2. Describe any tax arbitrage rebate issues that the State should be aware of with regard to construction funds, capitalized interest funds or issues specific to airport bonding transactions.

Part B – Verification Agent Services – All firms interested in providing verification agent services must respond to Part B – Section 1 and 2. Responses to Part B must not exceed ten pages.

Section 1 – General Information

1. A description of the firm's experience with other large refunding issues or large-scale debt restructuring programs.
2. A description of the methodology used to verify each issue, including details as to the software used, how each issue are verified, internal checks and quality control and the end product(s) delivered to the State.
3. Brief qualifications and background of the personnel that would work on the State's issues, including information of the team's knowledge and understanding of all applicable tax law and IRS regulations. Also please include a statement of commitment as to the availability of each team member through the term of this engagement.

4. A list of the three most recent refundings and/or escrow restructurings above \$50,000,000.00 in which any of the personnel listed above was involved. Provide a reference name and telephone number. If available please list issues other than those done with the State of Connecticut, Office of the State Treasurer.
5. Provide information regarding your firm's professional liability insurance including the level of deductible and the coverage levels per occurrence and overall limits.

Section 2: Fee Proposal

Fee proposal: Please include your proposed fee for (a) flat fee per refunding issue, and (b) flat fee per cash defeasance issue, (c) flat fee for escrow restructuring and (d) any other fee structure you would propose. Describe what services or calculations, if any, would be outside of the scope of services and fee proposal.

III. Compliance

Legal and Policy Attachments—Complete the Legal and Policy Attachments in accordance with the Directions. PLEASE NOTE: If you are the selected vendor, you will be required to re-execute Attachment D and a modified Attachment E at the time you execute your contract with the Office of the Treasurer.

Section VII - 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 January 26, 2007.
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. 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.
6. Timing and sequence of events resulting from this RFP will ultimately be determined by the Office of the State Treasurer.
7. 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. The Respondent must accept Office of the State Treasurer's standard contract language and conditions. See Standard Contract and Conditions, attached hereto as Exhibit 1.
14. 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.
15. 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.
16. 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.

Office of the Connecticut State Treasurer
Legal and Policy Attachments

Directions for completion of Legal and Policy Attachments

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

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 BIDDER CONTRACT COMPLIANCE MONITORING REPORT:

Please complete the form, and notarize where indicated. In addition, we request that you complete Part IV of the form for each of the 2 prior reporting periods (for a total of 3 years of data).

C. Attachment C EMPLOYMENT PRACTICES INFORMATION:

The information requested expands on the 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 AND DISCLOSURE OF CONSULTING AGREEMENTS:

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 is imposed by Conn. Gen. Stat. § 3-13j for all investment services 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 Conn. Gen. Stat. § 4a-81 (Conn. Public Act 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. Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

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 AFFIDAVIT:

State law prohibits state agencies from executing a contract with a person or firm, having a total cost to the state of more than \$500,000 in a calendar or fiscal year, unless the agency receives an affidavit from the person or firm attesting 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 Affidavit 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.

H. Attachment H CAMPAIGN CONTRIBUTION CERTIFICATION:

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

I. Attachment I ANTI-TERRORISM:

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

J. Attachment J CONFLICTS OF INTEREST:

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

K. Attachment K NOTICE TO STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN (SEEC FORM 11).

Pursuant to Conn. Gen. Stat. §9-612 (g), as amended by Connecticut Public Act 07-1, State Contractors and Prospective State Contractors are prohibited from making contributions to

or soliciting contributions on behalf of candidates for statewide elective office or the General Assembly. Attachment K is SEEC Form 10, a Notice provided by the State Elections Enforcement Commission, advising you of the prohibition, of your duty to inform the principals of your firm of the prohibition and of the consequences of violating the law. By submitting a proposal, the authorized signatory acknowledges receipt of the State Elections Enforcement Commission's Notice (Attachment K) and will inform its principals of the contents of the Notice.

Links to Statutes

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

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

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

Conn. Gen. Stat. § 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>

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

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

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

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

The contract to be awarded is subject to contract 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 awarding 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 bidders, 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” groups are 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 4a-60g 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 bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, 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
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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

Signature

Date

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders ___good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category.

Some of the job titles in this category include electrical

and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers

and freight, stock, and material movers, hand; machine feeders and offbearers, packers and packagers, hand; pumping station operations; refuse and recyclable material collectors; and miscellaneous material moving workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

(Page 3)

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____ _____

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__ 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary) 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__
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PLEASE COMPLETE REVERSE SIDE

PART IV - Bidder Employment Information Date: JOB CATEGORY	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg Grounds/ Cleaning/ Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination.	
SOURCE	YES	NO	% of applicants provided by source				
State Employment Service				Work Expenses			
Private Employment Agencies				Ability to Speak or Write English			
Schools and Colleges				Written Tests			
Newspaper Advertisement				High School Diploma			
Walk Ins				College Degree			
Present Employees				Union Membership			
Labor Organizations				Personal Recommendation			
Minority/Community Organizations				Height or Weight			
Others (please identify)				Car Ownership			
				Arrest Record			
				Wage Garnishments			

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)

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

**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 Conn. Gen. Stat. § 4a-81(b)(1) (Conn. Public Act 05-287, sec. 51 (b)(1)).

"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 Affidavit

Company Name: _____ (“Respondent”)

I, _____, am authorized to submit a
(name and title)

proposal on behalf of the Respondent. I hereby certify that between mm/dd/yy [planning date] and the date of the attached proposal that neither I, the Respondent, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (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 (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 Respondent, nor any agent of the above, knows of any action by Respondent to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Respondent, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Respondent 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...
b. any claim for errors & omissions, fiduciary liability and/or fidelity bond insurance coverage...
c. any and all ongoing internal investigations of any of Respondent's officers, directors or employees...

3. Except as disclosed in the Supplemental Information attached hereto, I am not aware of any activities of the Respondent, its affiliates, or any officers, directors or employees of the Respondent or its affiliates, that are likely to result in any of the above investigations or proceedings.

4. Respondent has adequate procedures in place to undertake internal investigations of its employees, officers and directors, which procedures are described in the Supplemental Information attached hereto.

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

Print name:

Date:

Title: _____

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

Commissioner of the Superior Court/Notary Public

SUPPLEMENTAL INFORMATION
to Attachment G

Respondent's Name _____

2a.

2b.

2c.

4.

STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER

CAMPAIGN CONTRIBUTION CERTIFICATION

COMPANY (“Respondent”) _____

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

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

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

Print name:
Title: _____

Date:

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

Commissioner of the Superior Court/Notary Public

*STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER*

**ANTI-TERRORISM
FOREIGN ASSET CONTROL REGULATIONS,
FOREIGN CORRUPT PRACTICES ACT**

COMPANY (“Respondent”) _____

For the Period from _____ **to** _____

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

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

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

Print name: _____
Title: _____

Date: _____

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

Commissioner of the Superior Court/Notary Public

STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER

CONFLICTS OF INTEREST

COMPANY (“Respondent”) _____

In accordance with the State of Connecticut laws and regulations, for the years 2003 to the present, the Respondent must provide the Office of the Treasurer with information regarding any agreements, relationships, retainers or other arrangements that your firm or any employee of your firm has with any other investment banking firm, financial advisory firm, law firm, or other person or entity that may create a conflict of interest or the appearance of a conflict of interest.

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

The undersigned, on behalf of the Respondent identified above, hereby certifies that the information set forth in this Attachment J and any Supplemental Information to Attachment J is true, complete and accurate.

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

Print name:
Title: _____

Date:

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

Commissioner of the Superior Court/Notary Public

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined below*):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract

solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

Expected Computations by Program
1/1/2008 - 6/30/2012

Schedule 1

Issue Name and Date	Original Issue Amount	Final Maturity	Outstanding As Of 04/15/07	Next Computation Date	Final Comp Date	Charge Per Issue
General Obligation						
FY 2008						
3/15/1993 G. O. Bonds 1993B and 1993 Refunding	\$332,745,000	03/15/12	\$76,175,000	03/31/08	03/15/12	
4/15/2003 G.O. Bonds 2003A & 2003B Refunding	\$370,385,000	04/15/23	\$280,115,000	04/30/08	04/15/23	
5/1/2003 General Obligation Bonds 2003 Series C	\$265,000,000	05/01/23	\$199,900,000	05/15/08	05/01/23	
5/1/1993 G.O. Bonds 1993C CIBS & 1993A CABS	\$135,001,043	06/15/12	\$19,346,514	05/18/08	06/15/12	
FY 2009						
8/20/2003 General Obligation Refunding Bonds 2003 Series D	\$215,580,000	08/01/10	\$122,125,000	08/20/08	08/01/10	
10/1/1993 GO Bonds 1993 Series E- Refunding	\$259,125,000	03/15/12	\$22,440,000	10/20/08	03/15/12	
10/15/1998 General Obligation Bonds 1998 Series C	\$230,000,000	10/15/17	\$56,105,000	11/10/08	10/15/17	
11/13/2003 General Obligation Bonds 2003 Series F	\$200,000,000	10/15/23	\$102,760,000	11/13/08	10/15/23	
11/15/2001 General Obligation Refunding Bonds Series F	\$98,590,000	11/15/08	\$30,155,000	11/15/08	11/15/08	
12/18/2003 G.O. Refunding Bonds 2003 Series G	\$165,995,000	03/15/11	\$84,865,000	12/18/08	03/15/11	
3/1/2004 General Obligation Bonds 2004 Series A	\$300,000,000	03/01/24	\$255,000,000	03/02/09	03/01/24	
3/15/1994 General Obligation Bonds 1994 Series A	\$230,000,000	03/15/12	\$26,900,000	03/30/09	03/15/12	
4/8/2004 General Obligation Refunding Bonds 2004 Series B	\$1,030,375,000	06/01/20	\$999,945,000	04/08/09	06/01/20	
5/4/2004 General Obligation 2004 Series C	\$300,000,000	04/01/24	\$255,000,000	05/04/09	04/01/24	
5/1/1994 General Obligation Bonds 1994 SeriesB	\$146,444,392	06/01/13	\$22,898,908	05/26/09	06/01/13	
FY 2010						
12/22/2004 General Obligation 2004 Series D	\$300,000,000	12/01/24	\$260,000,000	12/22/09	12/01/24	
3/16/2005 General Obligation Bonds 2005 Series A-1	\$300,000,000	03/01/23	\$280,000,000	03/16/10	03/01/23	
4/27/2005 G.O. Refunding Bonds 2005B, B-1,B-2, B-3	\$335,550,000	06/01/21	\$331,480,000	04/27/10	06/01/21	
6/1/2005 General Obligation 2005 Series C	\$315,000,000	06/01/25	\$299,250,000	06/14/10	06/01/25	
FY 2011						
11/15/2005 General Obligation 2005 Series D	\$300,000,000	11/15/25	\$285,000,000	11/15/10	11/15/25	
12/15/2000 G.O. Bonds 2000 Series C	\$400,000,000	12/15/10	\$132,000,000	12/15/10	12/15/10	
3/9/2006 General Obligation 2006 Series A	\$290,000,000	12/15/25	\$275,500,000	03/09/11	12/15/25	
5/1/2006 General Obligation 2006 Series B	\$200,000,000	05/01/26	\$200,000,000	05/31/11	05/01/26	
6/1/2006 General Obligation 2006 Series C	\$235,000,000	06/01/26	\$235,000,000	06/27/11	06/01/26	
6/15/2001 G.O. Bonds 2001B & 2001C Refunding	\$904,575,000	12/15/16	\$584,365,000	06/28/11	12/15/16	
FY 2012						
11/9/2006 G. O. 2006D & 2006E Refunding	\$608,400,000	11/01/26	\$608,400,000	11/09/11	12/15/22	
11/15/2001 G O Bonds 2001D & 2001 E Refunding	\$734,245,000	11/15/21	\$372,315,000	11/20/11	11/15/21	
12/14/2006 General Obligation 2006 Series F	\$372,000,000	12/01/21	\$372,000,000	12/14/11	12/01/21	
Transportation						
FY 2008						
1/23/2003 STO Refunding Second Lien 2003 1-A, 1-B & 2	\$421,980,000	02/01/22	\$409,650,000	1/23/2008	2/1/2022	
3/1/1993 Special Tax Obligation Refunding Bonds 1993 Series	\$560,750,000	09/01/08	\$128,950,000	3/15/2008	9/1/2008	
4/15/1998 Special Tax Obligations 1998 Refunding	\$197,500,000	10/01/14	\$196,695,000	4/29/2008	10/1/2014	
FY 2009						
7/1/2003 STO 2003 Series A Refunding Bonds	\$338,610,000	09/01/10	\$58,290,000	7/24/2008	9/1/2010	
9/15/1998 Special Tax Obligations Bonds 1998 Series B	\$225,000,000	11/01/13	\$84,005,000	9/30/2008	11/1/2013	
11/15/2003 Special Tax Obligation 2003 Series B	\$200,000,000	01/01/24	\$179,385,000	12/9/2008	1/1/2024	
FY 2010						
11/15/2004 STO Bonds 2004A & 2004B Refunding	\$289,725,000	07/01/24	\$277,755,000	11/15/2009	7/1/2024	
11/15/1999 STO 1999 A	\$150,000,000	12/01/11	\$33,975,000	12/3/2009	12/1/2011	
5/15/1990 Special Tax Obligation Bonds	\$250,000,000	06/01/10	\$43,985,000	6/1/2010	6/1/2010	
FY 2011						
7/15/2000 Special Tax Obligation Bonds 2000 Series A	\$125,000,000	09/01/12	\$66,385,000	8/10/2010	9/1/2012	
9/15/2000 STO VARIABLE RATE 2000 SERIES 1	\$100,000,000	09/01/20	\$100,000,000	9/15/2010	9/1/2020	
12/19/1990 Second Lien STO Bonds- Variable	\$250,000,000	12/01/10	\$80,800,000	12/1/2010	12/1/2010	
12/15/2005 STO Bonds 2005 Series A	\$250,000,000	07/01/25	\$243,300,000	12/21/2010	7/1/2025	
FY 2012						
9/15/1991 Special Tax Obligation Bonds	\$266,000,000	10/01/12	\$77,655,000	10/9/2011	10/1/2012	
9/15/2001 STO 2001 Series A and 2001 Series Refunding	\$708,335,000	10/01/15	\$435,365,000	10/11/2011	10/1/2015	
Bradley Airport						
FY 2010						
7/8/2004 Bradley Int'l Airport Gen Rev Refunding Series 2004	\$30,640,000	10/01/10	\$20,525,000	7/8/2009	10/1/2010	
3/15/2000 Bradley Parking Revenue Bonds 2000A	\$47,665,000	07/01/24	\$47,665,000	4/6/2010	7/1/2024	
FY 2011						
3/1/2001 Bradley Airport Rev Bonds Series 2001A & 2001 B	\$213,180,000	10/01/31	\$197,420,000	3/27/2011	10/1/2031	
Economic Development						
FY 2010						
10/5/2004 CDA TIF GO Refunding Bonds Series A	\$8,765,000	10/15/24	\$7,885,000	10/5/2009	10/15/2024	
10/5/2004 CDA TIF GO Refunding Bonds Series B	\$5,135,000	12/15/15	\$4,895,000	10/5/2009	12/15/2015	
10/5/2004 CDA TIF GO Refunding Bonds Series C	\$8,535,000	05/01/17	\$8,370,000	10/5/2009	5/1/2017	

Expected Computations by Program
1/1/2008 - 6/30/2012

Schedule 1

Issue Name and Date	Original Issue Amount	Final Maturity	Outstanding As Of 04/15/07	Next Computation Date	Final Comp Date	Charge Per Issue
FY 2012						
12/20/2006 Cabela's TIF 2006 Series	\$9,825,000	12/15/20	\$9,825,000	12/20/2011	12/15/2020	
UConn 2000						
FY 2008						
3/1/2003 UCONN 2003 Series A	\$96,210,000	02/15/23	\$76,770,000	3/26/2008	2/15/2023	
FY 2009						
1/15/2004 UCONN GO 2004A & 2004A Refunding	\$314,795,000	01/15/24	\$299,925,000	1/29/2009	1/15/2024	
FY 2010						
3/16/2005 UCONN GO 2005 Series A	\$98,110,000	02/15/25	\$88,310,000	3/16/2010	2/15/2025	
FY 2011						
3/15/2006 UCONN GO 2006A & 2006A Refunding	\$138,165,000	02/15/26	\$132,845,000	3/15/2011	2/15/2026	
Clean Water Fund						
FY 2009						
7/1/2003 CWF SRF GRRB 2003 A, 2003B & 2003 C	\$355,245,000	10/01/25	\$335,540,000	7/10/2008	10/1/2025	
4/15/1999 Clean Water Fund Revenue Bonds	\$125,000,000	09/01/09	\$15,780,000	5/6/2009	9/1/2009	
5/1/1999 CWF Refunding Revenue Issue 1999	\$78,995,000	07/15/16	\$65,820,000	5/25/2009	7/15/2016	
FY 2011						
6/1/2001 CWF/DWF Revenue Bonds 2001 Series	\$100,000,000	10/01/11	\$23,035,000	6/12/2011	10/1/2011	
FY 2012						
7/27/2006 CWF SRF GRRB 2006A & 2006B Refunding	\$180,070,000	07/01/27	\$180,070,000	7/27/2011	7/1/2027	
Other						
FY 2010						
7/21/2004 CCEDA 2004 Series A and B	\$71,800,000	06/15/34	\$71,800,000	7/21/2009	6/15/2034	
FY 2011						
8/4/2005 CCEDA 2005 Series C	\$15,000,000	06/15/29	\$15,000,000	8/4/2010	6/15/2029	
Rate Reduction Bonds						
FY 2009						
6/23/2004 Special Obligation Rate Reduction Bonds	\$205,345,000	06/30/11	\$139,440,000	6/23/2009	6/30/2011	

							Schedule 2
			Request for Proposal				
			Tax Arbitrage Rebate Service				
			Supplemental Fee Quotation				
Fiscal Year	General Obligation	UCONN 2000	Transportation	CWF/DWF	Bradley Airport	Rate Reduction	Economic Development
Ended June 30th							
2008							
2009							
2010							
2011							
Total							
Firm Name:							
Date:							

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 3-20(g), 3-11a, 4-65a, 4-66 and 4-8 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 Auditor, 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) December 31, 2009 or (ii) termination by either party as set forth in Section 33 hereof.

2. Definitions

- A. “Agreement” shall mean this Personal Services Agreement.
- B. “C.G.S.” shall mean the Connecticut General Statutes.
- C. “Commencement Date” shall have the meaning set forth in the introductory paragraph hereto.
- D. “Commission” shall mean the Connecticut Commission on Human Rights and Opportunities.
- E. “Contractor” shall mean [TO BE DETERMINED].
- F. “Election Laws” shall mean Section 9-333n(f) of the Connecticut General Statutes.
- G. “Integrity Affidavit” shall have the meaning set forth in Section 24 hereof.

- H. “Internal Investigation” shall have the meaning set forth in Section 21 hereof.
- I. “Proceeding” shall have the meaning set forth in Section 21 hereof.
- J. “Quarter” shall mean that three-month period ending on March 31, June 30, September 30 or December 31.
- K. “Secretary” shall mean the then-current Secretary of the Office of Policy and Management of the State of Connecticut. Whenever the term Secretary is used in this Agreement, it shall include the Secretary or his authorized agent, employee or designee
- L. “State” shall mean the State of Connecticut.
- M. “State Contracting Standards Board” shall have the meaning set forth in Section 33 hereof.
- N. “State Ethics Code” shall mean Chapter 10 of the Connecticut General Statutes.
- O. “Treasurer” shall mean the then-current Treasurer of the State of Connecticut. Whenever the term Treasurer is used in this Agreement, it shall include the Treasurer or her authorized agent, employee or designee.

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 26 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. Coverage for occurrences happening during the performance of the services provided hereunder shall be maintained in full force and effect under the policy.
- 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.
- 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 \$1,000,000. The Contractor's insurance policy must have a provision for a supplemental Extended Reporting Period (ERP) a/k/a "tail" coverage. This "tail" coverage allows for claims to be reported after the policy is terminated for covered incidents that occurred while the Contractor was insured. Should the Contractor cease operations which would result in the termination of this claims-made policy prior to the expiration date of this agreement,

the Contractor is required to activate the supplemental “ERP” or “tail” coverage by purchasing the extended coverage prior to the policy’s termination. The Extended Reporting Period must be for one full year after termination.

- 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. In doing so, the Contractor shall furnish the Treasurer with a true and correct copies of (a) the original insurance policies or (b) a Certificate of Insurance that shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days’ prior written notice to the Treasurer. Notices of cancellation, termination and alteration of such insurance or bond shall be delivered to the Treasurer immediately upon receipt by the Contractor.
- F. Cancellations, Modifications, Failures to Maintain, Etc. The Contractor shall not cancel or 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 at 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. Contractor is not providing investment services to the Office of the Treasurer under this Agreement; and
- C. Section 51 of Public Act 05-287 prohibits the Office of the Treasurer from entering into any contract for goods or services with an annual value of \$50,000 or more unless it obtains an affidavit from the vendor attesting as to whether such vendor has entered into any written or oral consulting agreements in connection with its contract with the Office of the Treasurer.

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 June 30 of each contract year.

19. Campaign Contributions

- A. The parties hereto acknowledge and agree that C.G.S. Section 9-612 (as may be amended from time to time, the “Elections Laws”) prohibits, among other things, 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 such Election Laws for the term of this Agreement.
- B. The Contractor further represents and warrants 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, any exploratory committee or candidate committee established by a candidate for nomination or election to the Office of the Treasurer of the State of Connecticut.
- C. If this Agreement has a value of \$50,000 or more in a calendar year, then the Contractor is subject to the provisions of C.G.S. Section 9-612(g), as may be amended from time to time, which restricts contributions to and solicitations of contributions on behalf of candidates running for statewide office.

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

- A. 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.
- B. 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

- A. 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.
- B. 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.

C. 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. Integrity Affidavit

The Contractor shall complete, truthfully attest to and submit herewith an Integrity Affidavit in the form of **Attachment 4**. The Contractor represents and warrants that the information it has disclosed in such Integrity Affidavit is complete and accurate as of the date of this Agreement.

25. 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.

26. 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.

27. 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: Assistant Treasurer, Debt Management Division

Office of the Treasurer
State of Connecticut
55 Elm Street
Hartford, CT 06106
Telephone: (860) 702-3127
Fax: (860) 702-3034

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: [TO BE DETERMINED]

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. Termination

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

34. Assignment

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

35. 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.

36. 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 of 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.

37. Successor and Assigns

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

38. 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.

39. Headings

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

40. 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.

41. 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.

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.

[TO BE DETERMINED]

**TREASURER
STATE OF CONNECTICUT**

By: _____
Title:

By: _____
Title: Treasurer

Dated: _____

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 be directed, by such organization or agency, signed by an authorized officer or agent of such

EXHIBIT A

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.

EXHIBIT A

- 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)

State of Connecticut

EXHIBIT C

**By His Excellency
John G. Rowland
Governor**

Executive Order No. Sixteen

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

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

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

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

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

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

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

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

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

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

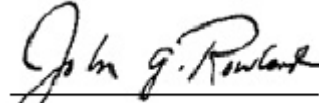
Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees
3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.

EXHIBIT C

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



EXHIBIT D

C.G.S. 9-612(g) (1) As used in this subsection and subsections (h) and (i) of this section:

(A) "Quasi-public agency" has the same meaning as provided in section 1-120.

(B) "State agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of state government.

(C) "State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (i) the rendition of personal services, (ii) the furnishing of any material, supplies or equipment, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee.

(D) "State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the state or an employee in the executive, legislative or judicial branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

(E) "Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a bid in response to a bid solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state or an employee in the executive, legislative or judicial branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

(F) "Principal of a state contractor or prospective state contractor" means (i) an individual who is a member of the board of directors of, or has an ownership interest in, a state contractor or prospective state contractor, which is a business entity, except for an individual who (I) owns less than five per cent of the shares of any such state contractor or prospective state contractor that is a publicly traded corporation, or (II) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive or senior vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, (iv) an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child of an individual described in this subparagraph, or (vi) a political committee established by or on behalf of an individual described in this subparagraph.

(2) On and after December 31, 2006:

(A) No principal of a state contractor or prospective state contractor, with regard to a state contract, bid solicitation or request for proposals with or from a state agency in the executive branch or a quasi-public agency or a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

EXHIBIT D

(B) No principal of a state contractor or prospective state contractor, with regard to a state contract, bid solicitation or request for proposals with or from the General Assembly or a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of state senator or state representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

(C) If a principal of a state contractor makes or solicits a contribution prohibited under subparagraph (A) or (B) of this subdivision, the contracting state agency or quasi-public agency may, in the case of a state contract executed on or after December 7, 2005, void the existing contract with said contractor, and no state agency or quasi-public agency shall award the state contractor a state contract or an extension or an amendment to a state contract for one year after the election for which such contribution is made or solicited. Each state contract shall include the provisions of subparagraph (A) or (B) of this subdivision, whichever is applicable, and this subparagraph as conditions of the contract; and

(D) If a principal of a prospective state contractor makes or solicits a contribution prohibited under subparagraph (A) or (B) of this subdivision, no state agency or quasi-public agency shall award the prospective state contractor the contract described in the bid solicitation or request for proposals, or any other state contract for one year after the election for which such contribution is made or solicited. Each state agency and quasi-public agency shall include the provisions of subparagraph (A) or (B) of this subdivision, whichever is applicable, and this subparagraph in each bid solicitation and request for proposals issued by the agency, and the Commissioner of Administrative Services shall include such provisions in each prequalification issued by said commissioner. The chief executive officer of each prospective state contractor shall: (i) Inform each individual described in subparagraph (F) of subdivision (1) of this subsection with regard to said prospective state contractor concerning the provisions of subparagraph (A) or (B) of this subdivision, whichever is applicable, and this subparagraph, (ii) certify in a sworn statement that no such individual will make or solicit a contribution in violation of the provisions of subparagraph (A) or (B) of this subdivision, whichever is applicable, and this subparagraph, and (iii) acknowledge in writing that if any such contribution is made or solicited, the prospective state contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other state contract for one year after the election for which such contribution is made or solicited.

(3) (A) On and after December 31, 2006, neither the Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, any candidate for any such office nor any agent of any such official or candidate may solicit contributions on behalf of an exploratory committee or candidate committee established by a candidate for nomination or election to any public office, a political committee or a party committee, from a principal of a state contractor or prospective state contractor with regard to a state contract, bid solicitation or request for proposals with or from a state agency in the executive branch or a quasi-public agency or a holder of a valid prequalification certificate.

(B) On and after December 31, 2006, neither a member of the General Assembly, any candidate for any such office nor any agent of any such official or candidate may solicit contributions on behalf of an exploratory committee or candidate committee established by a candidate for nomination or election to any public office, a political committee or a party committee, from a principal of a state contractor or prospective state contractor with regard to a state contract, bid solicitation or request for proposals with or from the General Assembly or a holder of a valid prequalification certificate.

(4) The provisions of this subsection shall not restrict a principal of a state contractor or prospective state contractor from establishing an exploratory or candidate committee for said principal's own campaign or from soliciting contributions for such committees from persons not prohibited from making contributions under this subsection.

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
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 _____ Signature _____ Telephone _____

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

 Notary Public/Commissioner of the Superior Court

ATTACHMENT 4



Integrity Affidavit

I, _____, have caused to be conducted an inquiry into the gift giving practices, with respect to gifts as defined below (“Gifts”), of each official, employee or agent of _____ (the “Company”) who has authority to seek or secure a contract or lease with Office of the Treasurer of the State of Connecticut (the “OTT”) (each, a “Representative”), which inquiry included: (i) a query of each Representative² and (ii) an investigation of all Company records in existence and available that relate to the giving of Gifts³; and, based on and subject solely to the findings of the above-described inquiry, I hereby swear that, during the two years preceding the date of this affidavit, neither I nor any Representative has provided or caused to be provided Gifts, as defined in Conn. Gen. Stat. §1-79(e), except as otherwise set forth below, including a gift for the celebration of a major life event as described in Conn. Gen. Stat. §1-79(e)(12), to an official or employee of the OTT who had a substantial role in selecting Company as a vendor to the OTT (each, a “Responsible Official”). Further, I am not aware of any employee or agent of the Company who is not also a Representative having given any Gifts to a Responsible Official. Further, neither I nor any principals or key personnel of the Company, nor any agent of Company, knows of any action by the Company to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Company, nor any agent of the Company, to provide a gift to any Responsible Official or state employee. Further, if the Company was awarded a contract by the OTT pursuant to a competitive bid process then Company made and presented its bid or proposal without fraud or collusion with any person. I hereby represent that I have the authority and ability to instigate, authorize and attest on behalf of the Company to the truth and accuracy of the above-described inquiry and statement of facts.

Denise L. Nappier, Howard G. Rifkin, [Others]

<i>Name of Recipient of the Gifts</i>	<i>Description and monetary value of Gifts</i>	<i>Date of Gifts</i>

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

Print Name:

Date:

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

Commissioner of the Superior Court/
Notary Public

²The query might consist of an email to all Representatives in a form similar to:
“During the past two years, to the best of your knowledge and recollection, have you given or caused to be given, any gift to any of the following employees or officials of the Connecticut State Treasury [_____].” Only affirmative responses that indicate (a) the giver of the gift, (b) the receiver of the gift, (c) the value of the gift and (d) the date of the gift was given are required.”

³To the extent such records exist and are reasonably and readily accessible.

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

