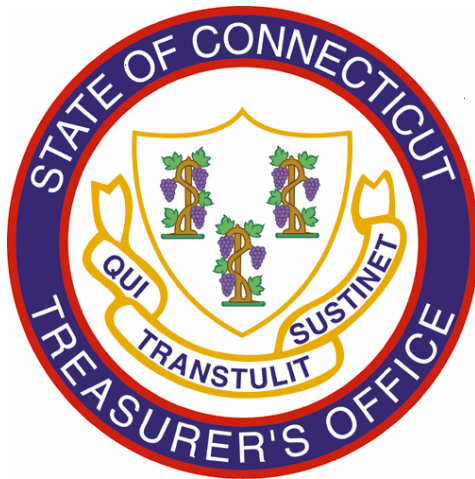


Addendum #2
RFP Revised January 12, 2009



Request for Proposals

Banking Services for the Department of Labor

December 31, 2008

**State of Connecticut
Office of the Treasurer**

Deadline: February 6, 2009, 4:00 p.m.

**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

**REQUEST FOR PROPOSALS
FOR
DEPARTMENT OF LABOR BANKING SERVICES**

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Section I - Introduction and Purpose of the RFP

The Connecticut State Treasurer's Office, in conjunction with the Connecticut Department of Labor (CTDOL), is issuing this Request for Proposals (RFP) to solicit proposals from qualified financial institutions for banking and related services, including (1) deposit of Unemployment Compensation (UC) taxes with related lockbox operations that will include document imaging and data entry services, all connected with the processing of employer UC tax returns, wage reports and tax payments; and deposit of Unemployment Compensation (UC) claimant repayments of benefit overpayments with related lockbox operations, and (2) the processing of UC benefit payments made via check, direct deposit, and debit card. The debit card and direct deposit payment options will be the only methods of payment available for UC benefits after CTDOL phases out the issuance of checks in conjunction with the awarding of this RFP.

Interested financial institutions may propose to provide services for (1) deposit and lockbox services (including document imaging and data entry) or (2) check, direct deposit and debit card payment processing services, or (3) both (1) and (2). While financial institutions may bid on one or two of the services, preference will be given to proposals that cover both services.

The State expects to select Bidders to provide services for a five year period. The selected Bidder or Bidders will be expected to execute personal service agreements with the State Treasurer.

Section II – Scope of Services

Background

The Connecticut Department of Labor currently uses two major bank accounts. The first is called the Clearing Account. Employer contributions (UC tax payments) and assessments are deposited there. The Connecticut Department of Labor receives funds from employers and employers' agents via two lockboxes and from electronic funds transfers (EFT's). Funds received in the two lockboxes and EFT's are processed through the Clearing Account. CTDOL refers to the two lockboxes by their post office box numbers, which are 2940 and 30289. Presently these two lockboxes receive approximately 162,470 checks per year representing \$511,274,000.00 annually. The number of EFT's received in the Clearing Account currently is about 36,000 annually representing \$60,471,000.00, resulting in a combined value of \$571,745,000.00 passing through the Clearing Account annually. Checks received at the two employer lockboxes are usually accompanied by a two page tax form; however, liable employers are required to file a tax form even when no tax payment is due. This results in the lockboxes receiving tax forms with checks and also without checks.

There are two separate lockboxes associated with the Clearing Account due to the distinctly different processing, recording, summarizing and accounting requirements of the documents and payments sent to each lockbox. One lockbox is for taxable employers and the other is for those who reimburse the CTDOL for UC benefit payments made to past employees.

Currently a bank processes all funds received at the lockboxes and forwards the related tax documents to CTDOL. The documents are batched by CTDOL staff and sent to a data entry Vendor. After data entry, the Vendor sends electronic files to CTDOL to be processed by CTDOL and then the Vendor returns the paper documents to CTDOL. The CTDOL uses the documents to resolve unbalanced batches and individual record exceptions. The CTDOL then images the paper documents so that the documents are available for viewing in CTDOL's Electronic Document Management System (EDMS). The financial institution selected as a result of this RFP will be required to process payments, image documents and conduct data entry tasks.

The second major bank account utilized by the CTDOL is a Benefit Payment Disbursement Account from which UC benefit payments are issued to claimants and into which overpayments to claimants when collected are deposited. In a year with a high unemployment rate, UC benefit payments have reached \$800,000,000.00 through the CTDOL's issuance of approximately 4,000,000 UC checks. During the Fiscal Year ended June 30, 2008, 267 ACH credits were received for \$637.5 million dollars.

CTDOL currently makes all UC benefit payments to eligible claimants who are unemployed, or working reduced hours, by check from the Benefit Payment Disbursement Account. CTDOL issues UC benefit payments six days a week. CTDOL wishes to implement both direct deposit and debit cards as payment mechanisms. After both mechanisms have been implemented, CTDOL will phase out the issuing of checks for the payment of UC benefits, although approximately 1,400 checks will continue to be issued from the Benefit Payment Disbursement Account each year for miscellaneous payments. As a result, the winning bidder will be required to provide any of the services noted that relate to CTDOL issuing checks (i.e., Positive Pay, Stop Payment, Account Reconciliation) even after CTDOL completes its transition to direct deposit and debit card payments. Under CTDOL's current payment process, once an unemployed individual has filed a new application, or new claim, for Unemployment Compensation benefits, has been determined eligible for benefits, and the amount of benefits has been determined, CTDOL issues a payment to the recipient on a weekly basis for weeks of unemployment or partial unemployment based upon the recipient filing weekly claims. Benefit eligibility is a week by week determination. All new claims for UC benefits are in effect for a 52-week period called a benefit year. Payments may continue as long as eligibility requirements are met, until the recipient is again fully employed, the maximum amount of benefits is exhausted, or the benefit year ends. Maximum benefits are currently paid at 26 times the weekly benefit rate. The claimant may file for partial weeks of UC benefits, which would extend the number of weeks paid beyond 26. If the maximum amount of benefits is paid before the expiration of the benefit year, the recipient is not eligible to file a new claim until that benefit year ends. The current average weekly benefit is \$302. Effective October 1, 2008, the maximum weekly benefit amount under state law is \$594, which includes allowances for dependent children or a dependent spouse.

During periods of high unemployment, other extended compensation programs may also be active which would extend payments beyond 26 times the weekly benefit rate.

The following table shows the activity for UC claims averaged over the past three calendar years, as well as the Unemployment Insurance ("UI") claims for the calendar year 2007. CTDOL makes no guarantee as to future applicability of these figures due to changes in the economy or conditions requiring surge capacity.

UI Claims Activity	Average over past three (3) years	Calendar year 2007
Number of new claims	131,568	129,146
Number of Payments Made	2,005,327	1,979,585
Number of Claimants Receiving Benefits	121,680	122,497
Net Benefit Amount	\$580,401,856	\$586,915,371
Average Payment Amount	\$289.52	\$296.48
Average Weeks of Benefits Received Per Claimant	16.5	16.2
Number of Forms UC-1099G Issued (includes forms issued to include repaid amounts only)	155,602	159,221

During the Fiscal Year ended June 30, 2008:

- 1,462 miscellaneous off-line Checks were issued, totaling over \$10.1 million dollars.
- 246 Tax Wire payments to the Internal Revenue Service were processed, totaling over \$38.4 million dollars.

- 300 ACH Tax payments were processed to the Connecticut Department of Revenue Services, totaling over \$19.1 million dollars.

There is a lockbox related to the Benefit Payment Disbursement Account. CTDOL receives funds from individuals who have been overpaid and these funds are processed through the Benefit Payment Disbursement Account. CTDOL refers to this third lockbox by its post office box number, which is 30290. During the Fiscal Year ended June 30, 2008, 21,856 checks, totaling over \$5.3 million dollars, were processed through the lockbox associated with the Benefit Payment Disbursement Account. There were 114 chargeback items.

Requested Services

This section of the RFP specifies services to be provided to the CTDOL. Financial institutions are encouraged to suggest additional or alternative services which the financial institution believes would make the operation of these bank accounts and lockboxes more efficient. Pricing for all services requested in this RFP or suggested by the financial institution must be included in the pricing section of the proposal.

When responding to the individual service items, Bidders should address each item that applies to the services they are proposing to provide. All Bidders should address Part A – General Services. Bidders submitting a proposal for the deposit and lockbox services should address Part B, and those items in Parts E, F, G, H and I that apply. Bidders submitting a proposal for the disbursement services – check, direct deposit and debit card services - should address Parts C and D as well as those items in Part E, F, G, H and I that apply.

Part A – General Services

The following services are minimum, general requirements to be met by any responding financial institution. The Bidder shall:

- 1.1 Maintain staff and facilities sufficient to perform required services.
- 1.2 Employ an account officer to manage the Bidder's responsibilities and maintain a positive customer/Bidder relationship.
- 1.3 Provide toll-free telephone and facsimile lines if customer service center is outside of Hartford, Connecticut calling area.

The following services shall be provided for all bank accounts. Specific services required for individual accounts will follow. The Bidder shall:

- 1.4 Provide the Department of Labor online capabilities to initiate transactions or access account activity and payment information. Please describe your institution's online capabilities to provide a mechanism for CTDOL to instruct your institution to process certain transactions and generate various reports. Discuss self service capabilities and requirements for Bidder's online system for managing our bank accounts. Provide sample reports, screens or other documentation of online system. Specification for initiating transactions and generating reports would include but not be limited to:
 - a) Initiate wire transfers for tax payments to the Internal Revenue Service and others; related reports
 - b) Initiate ACH tax payments to the CT Department of Revenue Services and others; related reports
 - c) Review or inquire (with linked image access), approve or return positive pay exceptions; related reports
 - d) Transmit supplemental positive pay issue and void information; related reports

- e) Paid Item inquiry with linked image access
 - f) Stop Payment services; related reports
 - g) Previous and current day detail and summary reports of bank account activity
 - h) Bank account statements and various reports
 - i) Images of deposit or disbursement activity, including checks issued for Unemployment Compensation benefit payments
 - j) Transaction searches for bank account activity
 - k) Initiate transfers between accounts, related reports
 - l) Self-service capabilities, requirements for the online system of your institution
- 1.5 Automatically redeposit all returned, dishonored checks. Sum the total of checks being returned/dishonored and prepare a single debit advice for each bank account. Forward the debit advice along with the returned/dishonored checks to CTDOL.
- 1.6 Provide online daily reports that describe all incoming and outgoing ACH/wire activity. Included in these reports should be ACH/wire originator, account number, date, reference number, dollar amount, and identifying codes (e.g., CFDA number, agency number, or FEIN). Please provide samples of your reports.
- 1.7 Provide current and previous day online access to daily account transactions and balances. The previous day's deposit and credit information on the accounts should be available to the Department by 7:00 a.m. the next business day. System should operate on a Windows-based computer environment.
- 1.8 Provide online notification service of account activity.
- 1.9 Provide online access to perform account transaction searches.
- 1.10 Provide deposit tickets to the State at cost.
- 1.11 Accept wire receipts.
- 1.12 Provide secure email service for communications containing sensitive data.
- 1.13 Facilitate quarterly site visits by CTDOL in compliance with Federal Standards.

Part B – Deposit and Lockbox Services

Clearing Account

- 2.1 Provide capability to receive and process an ACH Debit file transmission from CTDOL. An ACH Debit file contains bank account information from various employers authorizing CTDOL to transfer funds from their accounts. Please describe your requirements for receiving and processing such files and any confirmations required by CTDOL. Describe your notification process for transactions that fail.
- 2.2 Provide monthly ETA 8414 report (Appendix 2) and Income/Expense Account Analysis of the Clearing Bank Account within 25 days of the end of the month. The Income/Expense Account Analysis should provide the following detail:
- a) Average Ledger Balance
 - b) Average Float
 - c) Average Collected Balance

- d) Reserves
- e) Available Balance for Earnings Credit
- f) Earnings on Available Balance
- g) Total Service Charges
- h) Deficit/Excess
- i) Earnings Credit Rate
- j) Service Description
- k) Number of Units per Service Description
- l) Unit Price per Service Description
- m) Total Service Charge per Service Description
- n) Balance Required per Service Description

Lockboxes Related to the Clearing Account

The following services shall be provided for lockboxes 2940 and 30289. Specific services required for each lockbox will follow. The financial institution shall:

- 3.1 Collect mail at a United States Postal Service office (currently 141 Weston Street, Hartford, CT) in Connecticut at least once a day and arrange for transportation of mail to the lockbox-processing unit. Ideally, funds received in the lockbox by 3:00 p.m. will be credited to our account that same business day. The minimum requirement will be that funds received in the lockbox will be credited to our account by no later than 3 o'clock the following business day. Describe your standard for same-day and next-day deposits, especially during quarterly peak processing periods when Lockbox 2940 may receive in excess of 8,000 checks in one day.
- 3.2 Provide lockbox services that will accept remittance documents, including cash, checks and numerous types of CTDOL tax forms. Please describe how cash will be processed.
- 3.3 Open all mail and inspect remitted checks, and any other materials included in the envelope. Process all items according to the sorting and batching instructions for each lockbox.
- 3.4 Inspect checks for acceptable payees according to DOL instructions. Forward checks made out to improper payees, with their envelopes, to CTDOL.
- 3.5 Maintain copies of processed checks for at least seven years. Provide copies of processed checks upon request within five days.
- 3.6 Provide an activity report of all processed items for use in reconciliation and research activities. The Department requires a Batch Detail (see attachment) that includes: lockbox number, department name, deposit (ledger credit) date, processing date, number of checks in batch, amount of check, total number of checks and dollars in each batch, total number of checks and dollars processed for a deposit date.
- 3.7 Endorse all deposited checks and money orders with the financial institution's standard endorsement guarantee stamp.
- 3.8 Accept unsigned checks for deposit.
- 3.9 Deliver on a daily basis, via overnight delivery or courier service, the following prior day lockbox content and related reports which do not require data entry or imaging: activity report, correspondence, unprocessed items, and deposit advice (with credit date, lockbox number, bank account number, customer name, batch numbers and total batches for the day, dollars per batch and total dollars for the day, items per batch and total items for the day, audit trail).

- 3.10 Ensure that CTDOL forms are keyed near Connecticut thus allowing CTDOL to resolve expeditiously any issues that may arise with regard to our procedures or the keying of our forms.
- 3.11 Describe your data entry process, including but not limited to: quality control measures; data entry error rates, staffing levels; and ability to handle CTDOL quarterly peak processing periods when Lockbox 2940 may receive 32,000+ tax forms within a five day span.
- 3.12 Allow access to CTDOL staff to make unscheduled visits of financial institution's site to ensure the security of the data.
- 3.13 Describe how you will securely transport all source data, as well as all completed work, in a manner that prevents damage, theft or loss.

Lockbox 2940 (Contributory Employers)

Contributory Employers' Unemployment Tax reports are due quarterly. The tax report is a two page document, a UC-2 page and a UC-5A page. The UC-2 contains tax data such as the employer's gross wages, excess wages, taxable wages and the tax amount due. The UC-5A page contains wage data such as employees' names, social security numbers and their wages earned for the quarter. Both pages contain the employer's name, CTDOL registration number, and the report quarter. The due dates each year are April 30, July 31, October 31, and January 31. The days just preceding these dates and approximately the next 10 days succeeding them are referred to as CTDOL's "peak periods" because the bulk of approximately 32,000 paper quarterly tax returns and payments are received during this time.

- 3.14 Sorting – Checks received through Lockbox 2940 must be sorted into one of six groups, based upon the documents which accompany the checks, as described in items i through vi in Line 3.15. UC-2's and/or UC-5A's without checks must be sorted into one of two groups, based upon the quarter, as described in items vii and viii in Line 3.15. All other documents received with no check will be sorted together, as in item ix in Line 3.15.
- 3.15 Items received in Box 2940 will be sorted into one of nine possible categories based upon several criteria (with check vs. without a check, document type, and quarter/year of return). The nine sorts are:
 - i. Checks with UC-2's and/or UC-5A's for the Current Quarter
 - ii. Checks with UC-2's and/or UC-5A's for Miscellaneous Quarters
 - iii. Checks with UC-2 MAG's, UC-2 INT's, & or no accompanying tax form
 - iv. Checks with UC-11's, UC-103C's or correspondence
 - v. Checks with UC-918's
 - vi. Checks with UC-2 Corrections (UC-5A CORR's will be forwarded to CTDOL, skipping the data entry process)
 - vii. UC-2's and/or UC-5A's for the Current Quarter with no check
 - viii. UC-2's and/or UC-5A's for Miscellaneous Quarters with no check
 - ix. UC-2/5A Corrections without Checks & Correspondence without Checks
- 3.16 Sorts vii and viii in Line 3.15 do not contain checks and therefore require no check processing. UC-2's and UC-5A's within each of these two sorts will be forwarded to Data Entry and Document Imaging for processing.

- 3.17 Sort ix in Line 3.15 does not contain checks and does not require Data Entry or Document Imaging. All documents in this sort will be manually/physically forwarded to CTDOL.
- 3.18 The remaining six sorts in Line 3.15 (i, ii, iii, iv, v, and vi) have checks which require clearing/processing and will be deposited to the Clearing Account. Checks and/or documents within each sort will be separated into batches of 50 or less checks and a paper batch header with a batch number will be created per CTDOL business rules. (See Attachments, “Assigning Batch Numbers” and “Batch Header Sheet”).
- 3.19 A batch detail will be created. The batch detail will contain: the CTDOL batch number, Bidder batch number, credit date, lockbox number, bank account number, sequence number, encoded amount of corresponding check, and total amount of checks in batch (see Attachments, “Batch Detail” for a sample).
- A deposit advice will be created. The deposit advice will list: credit date, customer name, attention line, lockbox number, bank account number, Bidder batch number, CTDOL batch numbers in sequence, batch title, number of payments in each batch, check/encoded total for each batch, total number of batches for the day, total of payments for the day, and total of check/encoded amounts for the day (see Attachments, “Deposit Advice” for a sample).
- 3.20 Batch headers created as a result of sorting lockbox 2940 documents will be numbered with one of four batch number ranges (11000 – 14999, 15000 – 19999, 20000 – 24999, or 30000 – 74999). See attachments for detailed reference. Note that multiple sorts may use the same range of batch numbers and batch numbers used must remain consecutive for audit trail purposes.
- 3.21 Data Entry – Following are general data entry guidelines and requirements.
- 3.22 It is imperative that all batches must balance (total of checks deposited to clearing account = total of remittance amounts within the electronic data file). If there is a discrepancy between the remittance amount on a tax form and the amount for which a check is drawn, the remittance amount on the electronic data file must correspond to the amount for which the Bidder clears the check. As an example, if the remittance amount on a UC-2 is \$98.00 but the check is drawn and cleared for \$198.00, the remittance amount in the electronic file for this record must be for \$198.00. Further, in this scenario, the Bidder must annotate the tax form with the check amount in a manner approved by CTDOL.
- 3.23 Data contained within documents must be data entered, and the data files must be sent to CTDOL, within two business days of receipt at Lockbox 2940. For example, documents that are received on Monday must be keyed and the data file transmitted on or before the following Wednesday night.
- 3.24 At the end of every month, CTDOL needs to perform an accounting function by “closing the month.” To accomplish this, CTDOL will require the Bidder to refrain from transmitting files for a multi-day period at the beginning of each month so we can close the previous month. The Bidder should key the data and create the files, but it should not transmit the data until cleared to do so by CTDOL.
- 3.25 Three of the data fields on UC-2 forms are: Line 1 Total Wages, Line 2 Excess Wages and Line 3 Taxable Wages. The figures entered on these lines by employers should adhere to the following mathematical formula: Line 1 Total Wages minus Line 2 Excess Wages must equal Line 3 Taxable Wages. Errors by employers may result in these three lines not adhering to the formula. The Bidder will make changes to data in the following two situations.

Situation 1 – If Line 1 Total Wages is greater than zero and Line 2 Excess Wages is blank or zero and Line 3 Taxable Wages is blank or zero, then the Bidder will adjust Line 3 to equal Line 1 in the data file.

Situation 2 – If Line 1 Total Wages is greater than zero, Line 2 Excess Wages is greater than zero and Line 3 Taxable Wages is greater than zero but Line 1 minus Line 2 does not equal Line 3, then the Bidder will adjust the Line 2 value in the data file to fit the formula.

- 3.26 All documents received by the Bidder for data entry (either via Lockbox 2940 or through courier) will be sent to CTDOL no later than the next business day after the data file and image file transmissions.
- 3.27 After documents with checks received at lockbox 2940 have been sorted (sorts i, ii, iii, iv, v, & vi in Line 3.15), batched, and had batch headers created, they are now ready for data entry. Data from the batch headers and the individual documents must be captured. Electronic files in the UC-2 format (See Attachments, “UC-2 Format”) will be created and transferred via File Transfer Protocol (“FTP”) to CTDOL. Sorts i and ii in Line 3.15 contain UC-5A documents, requiring UC-5A batch headers to be created and electronic files in the UC-5A format (See Attachments, “UC-2 Format”) to be created and FTP’d to CTDOL.
- 3.28 UC-2 Documents without checks received at lockbox 2940 (sorts vii & viii in Line 3.15) will need to have batch headers created using the range of “No Check” batch numbers (11000 – 14999). Data from the batch headers and the individual documents must be captured. Electronic files in the UC-2 format (See Attachments, “UC-2 Format”) will be created and FTP’d to CTDOL. Sorts vii and viii in Line 3.15 contain UC-5A documents, requiring UC-5A batch headers to be created and electronic files in the UC-5A format (See Attachments, “UC-2 Format”) to be created and FTP’d to CTDOL.
- 3.29 UC-5A’s that are in UC-2 Sorts i or vii in Line 3.15 require use of batch numbers in the range of 00001 – 39999 as they are current quarter UC-5A’s and data files need to be in the UC-5A Regular Wage Format. UC-5A’s that are in UC-2 Sorts ii and viii in Line 3.15 require use of batch numbers in the range of 80000 – 89999 as they are miscellaneous quarter UC-5A’s and data files need to be in the UC-5A Delinquent Wage Format.
- 3.30 CTDOL creates in-house documents (Refunds UC-30, Field Representative Report UC-405, & Employee Quarterly Earnings Report UC-536). We will batch and create batch headers for these documents and the Bidder will return electronic files in the UC-2 or UC5-A format (See Attachments, “UC-2 Format” and “UC-5A” Format).
- 3.31 Document Imaging – All checks and/or forms used to create data files will require imaging. Related checks and/or forms will constitute one document; therefore a document may be multiple pages.
- 3.32 Image checks and all processed documents. FTP to CTDOL TIFF and txt files. Image files must be sent to CTDOL within two business day of receipt at Lockbox 2940. For example, documents that are received on Monday must be imaged and the image file transmitted on or before the following Wednesday night.
- 3.33 Imaged documents may be indexed with as many as three document identifications or names, depending on the content of the document. Following are the three possible indexes: UC-2 Batch Number, UC-5A Batch Number, and Registration Number/Quarter/Year.
- 3.34 Post-Modernization. As part of a future modernization project the CTDOL will be reengineering many of its processes. Without major legislative changes mandating electronic filing and electronic payments, some employers will continue to have the option of mailing paper tax reports and paying taxes with checks after Modernization. Therefore, CTDOL will still require lockbox, bank account, data capture and document imaging services.

At some point in the future, UC-2's and UC-5A's are likely to be combined into one tax form. Forms will be redesigned to take advantage of existing and future data capture and imaging advances. Data from tax returns, data from wage reports, images of checks, images of tax returns and images of wages reports will still need to be captured and sent to CTDOL. However, in Phase II after Modernization enhancements, CTDOL anticipates being able to receive all this data in one electronic file with all images indexed and imbedded within the file. This will allow CTDOL to access images for exception processing. Sorts i through viii described in Phase I will likely be reduced. A data summary report and a deposit advice will still be required so CTDOL may conduct their balancing and auditing functions, but the report formats will change and they may also be imbedded in the daily file transmission.

Lockbox 30289 (Reimbursing Employers)

Reimbursing Employers' Unemployment returns are due quarterly. The due dates each year are May 15, August 15, November 15, and February 15. There are approximately 1,400 Reimbursing Employers and the majority file their returns electronically. Approximately 280 Reimbursing Employers file their returns on a two page paper UC-2R & UC-5R form via Lockbox 30289. These paper returns are used to file wage information and are not used to pay Unemployment taxes, therefore there is rarely any check processing, only data entry and imaging. Occasionally, a return may come in with a check as payment for a \$25.00 late fee.

Reimbursing Employers are billed monthly via a "Billing Statement." Each month, approximately 800 employers pay this monthly bill by sending it along with a check to Lockbox 30289. Some employers also receive a "Late Fee Statement" and pay this by sending it with a check to Lockbox 30289. Quarterly late fees are \$25.00 so "Late Fee Statements" will only be in increments of \$25.00.

3.35 Sorting – Checks received through Lockbox 30289 must be sorted into one of two groups, based upon the documents which accompany the checks, as described in items i through ii below. UC-2R's and/or UC-5R's without checks will be a third sort and will go on to data entry and imaging. All other documents received with no check will be sorted together, as in item iv below.

- i. Checks with Billing Statements, correspondence or no accompanying tax form
- ii. Checks with Late Fee Statements, UC-2R's or UC-5R's
- iii. UC-2R's & UC-5R's without checks
- iv. Correspondence without checks (unbankables)

3.36 Sorts i & ii in Line 3.35 have checks which require clearing/processing. There will only be one batch for each of the two sorts per business day.

A separate Batch Detail will be created for each sort (i & ii in Line 3.35). The Batch Detail will contain: credit date, lockbox number, bank account number, sequence number, encoded amount of corresponding check, and total amount of checks in batch (see Attachments, "Batch Detail" for a sample).

A Deposit Advice will be created. The Deposit Advice will list: credit date, customer name, attention line, lockbox number, bank account number, number of payments in each batch, check/encoded total for each batch, total number of batches for the day, total of payments for the day, and total of check/encoded amounts for the day (see Attachments, "Deposit Advice" for a sample).

3.37 Payment amounts on tax forms will be verified against the amount for which the check is processed. If the payment amount on the tax form matches the check processing amount, the amount on the tax form will be noted with a mark (check mark, circled, etc.). If the payment amount on the tax form does not match the check processing amount, the amount on the tax form will be crossed out and the correct amount will be written and circled on the form.

- 3.38 The items in sort i in Line 3.35 do not require data entry or imaging. The original tax forms, miscellaneous documents or copies of checks (if no attached document) will be sent to CTDOL with the corresponding batch detail and deposit advice.
- 3.39 The items in sort ii in Line 3.35 do require data entry and imaging.
- 3.40 Sort iii in Line 3.35 does not contain checks and therefore require no check processing. UC-2R's and UC-5R's within this sort will be forwarded for data entry and imaging.
- 3.41 Sort iv in Line 3.35 is made up of any miscellaneous documents or correspondence without checks that are not Billing Statements, Late Fee Statements, UC-2R's or UC-5R's. They will simply be sent to CTDOL on a daily basis.
- 3.42 Data Entry – Each day, UC-2R's from sorts ii & iii in Line 3.35 and Late Fee Statements from sort ii in Line 3.35 will be combined and data entered in the UC-2R formats (see Attachments). These items will make up one batch and will be numbered in the range of 30000 through 74999. It is imperative that the remittance total of this batch corresponds to the Batch Detail total for this batch.
- 3.43 UC-5R's mentioned in sorts ii & iii in Line .35 will require data entry and a file will be created using the appropriate UC-5A format (see Attachments) and UC-5A batch numbering rules.
- 3.44 Document Imaging – Items from sort i in Line 3.35 do not require imaging. UC-2R's, UC-5R's, Late Fee Statements and any related checks from sorts ii and iii in Line 3.35 will require imaging. Related checks and forms will constitute one document; therefore a document may be multiple pages.
- 3.45 FTP to CTDOL TIFF and txt files.
- 3.46 Imaged documents may be indexed with as many as three document identifications or names, depending on the content of the document. Following are the three possible indexes: UC-2R Batch Number, UC-5A Batch Number, and Registration Number/Quarter/Year.
- 3.47 Post Modernization. Processing of tax forms and payments from Reimbursing Employers will change greatly after Modernization. CTDOL anticipates requiring much the same financial institution services for Reimbursing Employers as will exist for Contributory Employers. We anticipate a revised, single page quarterly form which will require data entry and imaging services. We also anticipate a revised monthly Billing Statement which will also require data entry and imaging services. Electronic data files will still be required in a format to be determined. As mentioned in Lockbox 2940 above, CTDOL anticipates receiving all data and images in one electronic file.

Lockbox 30290 (Claimant Overpayments) (Optional)

This service is included with Part B Deposit & Lockbox Services. Financial Institutions bidding on Part C and Part D may also bid on this service because it involves the Benefit Payment Disbursement Account.

- 4.0 Sorting – All checks received at Lockbox 30290 will be processed and deposited to the Benefit Payment Disbursement Account.
- 4.1 Ideally, each check will be accompanied by one payment voucher. If there is no amount on the voucher or if the amount differs from the amount on the check, the Bidder will write the amount of the check on the payment voucher.
- 4.2 If a check is not accompanied by a payment voucher, the Bidder will make a copy of the check as a substitute.

- 4.3 On a daily basis, all payment vouchers and copies of checks will be batched together and forwarded to CTDOL. If there is correspondence included with the check, the Bidder will attach the correspondence to the payment voucher or check copy.
- 4.4 If the name of the account owner on the check varies from the name of the claimant on the payment voucher, the Bidder will write the Social Security number of the claimant on the check.

Part C – Benefit Payments via Check and Direct Deposit

Benefit Payment Disbursement Account

- 5.0 Honor all checks duly presented for payment with two acceptable forms of identification, even if the payee does not have an account at the financial institution. Non-account holders cashing unemployment insurance checks drawn on the State's account will need to show two valid forms of ID. However, non-account holders with checks for less than \$1,500 are only required to provide one form of government-issued photo ID. Acceptable forms of identification would include but, are not limited to a State-issued driver license, federally-issued identification, a bank's credit card or U.S. college/university identifications issued for the current semester or term. No extra service fees shall be assessed for Unemployment Compensation checks redeemed at other financial institutions.
- 5.1 Refuse to honor any check if it appears, in the exercise of prudent business judgment, that such check has been altered, raised or forged, or is otherwise unfit for payment.
- 5.2 Refuse to honor any check that is over 6 months old.
- 5.3 Provide 'payee positive pay' service (verification of check number, dollar amount and payee name) for checks presented against our account. Accept check Issue and Cancellation data via File Transfer Protocol (FTP). Discuss your verification procedure to ensure transmission accuracy. Provide for manual acceptance of check Issue and Cancellation data as needed via online system or fax. Integrate check Issue and Cancellation data into your 'payee positive pay' database by next business day or sooner. Discuss cutoff times for file receipt if applicable. Automatically purge outstanding checks over six months old from positive pay database. Describe process provided for CTDOL to view positive pay exceptions, make pay/return decisions and receive confirmations. Describe how financial institution will correct encoding errors before presenting positive pay exceptions.

As an optional service, discuss ability to provide positive pay services at the teller line for items cashed in person.

- 5.4 Provide full account reconciliation of paid checks to issued checks, with week-ending and calendar month-end cut off after input has been received. Discuss staff dedicated to state accounts. Discuss the time lapse from end of reconciliation period until account is reconciled, reports and statements are available. Provide sample reports of account summary, daily paid, miscellaneous debit and credit and reconciliation statement.
- 5.5 Provide digitized images of paid items via FTP, on compact disks or through online access to a Bidder's storage system. Discuss the processes provided to search for, view, save and print paid check images. If images are available online, discuss the length of time that images are retained. If images are available online, discuss the length of time required to display images 90 days old or less, 91 days old to one year, and greater than one year. If images are available on CD-ROM, discuss the type of indexing used and software provided to CTDOL to manage index database, search, view and print.
- 5.6 Provide the following reports on microfiche:

- a) Weekly six-month listing of paid items
 - b) Condensed outstanding/paid check listing
 - c) Deletion report
 - d) Stop report
 - e) A summary report of the transmission received for the reconciliation period
 - f) Detailed outstanding check report.
- 5.7 Provide check truncation for 90 days or until it is determined, by CTDOL, that the digitized image is legible. Bidder retains check copies for seven years. Bidder provides for the eventual destruction of cancelled checks
- 5.8 Provide stop payment service via online system and telephone. Functions should include: stop, cancel, status of check inquiry, print confirmations, and copy of paid items. Please describe your online confirmation process and our ability to rely on it for reissuing checks. Please describe any other features offered for stop payment services.
- 5.9 Provide online paid item inquiry. Discuss how link to online check image will be available. If necessary for CTDOL to request hard copy of paid checks from the Bidder, discuss the time lapse of Bidder receiving our request until receipt by CTDOL.
- 5.10 Provide online access and phone capability for account transfers.
- 5.11 Provide online capabilities to initiate Wire Transfers to the Internal Revenue Services for tax payments or wire payments to others. Discuss other processes available to initiate wire transfers (i.e. phone, FTP or other electronic process). Describe means provided for CTDOL to receive confirmation of completed wire transfers (i.e. online system, phone, email or other process).
- 5.12 Provide online capabilities to create ACH Credit files for tax payments to the CT Department of Revenue Services and payments to others. Discuss other processes available to initiate ACH Credit files (i.e. phone, FTP or other electronic process). Describe means provided for CTDOL to receive confirmation of completed ACH Credit files (i.e. online system, phone, email or other process).
- 5.13 Provide weekly or end of month (if month ends in mid week) Bank Statements, paid check data via FTP, digitized images of paid checks, and related documents. Daily paid checks should be summarized as a list post item on bank statement. Discuss how paid check records provided will coincide with weekly or end of month (if month ends in mid week) Bank Statements. Describe how and when the statements, check images and related documents will be available in Bidder's online system.
- 5.14 Provide monthly ETA 8413 report (Appendix 2) and Income/Expense Account Analysis of the Benefit Payment Disbursement Account within 25 days of the end of the month. The Income/Expense Account Analysis should provide the following detail:
- a) Average Ledger Balance
 - b) Average Float
 - c) Average Collected Balance
 - d) Reserves
 - e) Available Balance for Earnings Credit
 - f) Earnings on Available Balance
 - g) Total Service Charges
 - h) Deficit/Excess
 - i) Earnings Credit Rate
 - j) Service Description
 - k) Number of Units per Service Description

- l) Unit Price per Service Description
- m) Total Service Charge per Service Description
- n) Balance Required per Service Description

5.15 Provide notification of bad (NSF) checks

5.16 Provide **direct deposit services**

- a) Process preauthorized credit entries (direct deposits) of unemployment insurance payments to claimants' bank accounts.
- b) Effect a pre-note process for the direct deposit payments.
- c) Process reversals of preauthorized credit entries for direct deposit (describe any limitations on our ability to do so as well).
- d) Process ACH payments that the State delivers to it by electronic transmission. Please include in your description the cut-off times (or required schedule) for our sending these files each day. If there are authentication processes for each file, please include what those are as well.
- e) Describe the number of hours/days subsequent to receiving data from CTDOL that the Bidder shall require to settle preauthorized credit entries (direct deposits) of unemployment insurance payments to claimants' bank accounts. Include the number of hours/days for periods involving weekends and holidays.
- f) Notify the State of any "pre-note" or actual transactions rejected by any bank within 24 hours of notification from the appropriate clearing house. Deliver such notification in an electronic format acceptable to the State.
- g) Describe your reconciliation process, including a reporting timeline and CTDOL's access to reports, for money received from CTDOL versus money disbursed to claimants' bank accounts via direct deposit. Include audit trail(s) for each transaction throughout the process.
- h) Debit the State accounts for the net amount of funds due on the banking day on which those funds are posted to the accounts of the recipients.
- i) Provide support in promoting direct deposit to claimants.
- j) Provide an automated capability for administering large-scale changes in bank account numbers.
- k) Provide staff to work with the Treasurer's and the CTDOL staff in resolving transmission errors (e.g., in which an incorrect pre-note was not returned in a timely manner) that result in the return of funds.
- l) Keep the state informed of planned bank mergers (including acquisitions and sales) and how such mergers would affect operations and account numbers.
- m) Assist the state in streamlining the administrative and pre-note process.
- n) Please indicate how your bank can accommodate late transmissions from the state in the event of a business disruption.

- o) No waiver, levy or encumbrance of levies may be placed upon the personal account if the Claimant has opted for Direct Deposit, except as authorized under Federal Law.
- 5.17 The Awarded Bidder must provide CTDOL with a daily payment report of all preauthorized credit entries or direct deposits settled to a Claimant’s account.
- 5.18 The Awarded Bidder must provide CTDOL with a daily payment report of all amounts paid by check.
- 5.19 The Awarded Bidder must provide CTDOL with a daily report of payment-related data for rejected files, returned files and reversals. There should be separate sections for rejected files, returned files, and reversals, and each section should have sufficient detail and, if there are returns or rejections, the reason for each. If CTDOL elects to send data needed to identify consumers with payment-related data, this identifying data should be “passed back” in the report.
- a) Describe regular summary and detail reports which will be provided and provide samples.
 - b) Describe how the reports will be made available electronically.
 - c) Describe timeframe of when reports will be available.

Part D – Benefit Payments via Debit Cards

6.0 Initial Debit Card Processes

Design Process:

- 6.1 Describe the Debit Card design process and the timelines for this process.
- 6.2 CTDOL reserves the right to approve the name, design, content, and graphics of the Debit Card used by the Bidder awarded this contract. The card design shall be the property of the State of Connecticut if CTDOL selects a custom design created by the Bidder or CTDOL.

Levies and Encumbrances

- 6.3 No waiver, levy or encumbrance of levies may be placed upon the Debit Card except as authorized under Federal Law.

Distribution of the Debit Card:

- 6.4 Describe the information needed to verify a claimant’s identity prior to opening an account on behalf of the claimant.
- 6.5 Bidder may not deny any claimant whose information was transmitted by CTDOL – unless required by state or federal law or regulations, or required or requested by CTDOL.
- 6.6 Describe how the Debit Card will be distributed to claimants. Include in this description where the card will be produced. Card production in Connecticut or near Connecticut would be preferable. The Awarded Bidder shall ensure that only one (1) Debit Card will be issued per account, with only one (1) account per Claimant linked by a unique identifier. Cards shall be valid for three years. Renewal replacement cards are to be issued one month prior to expiration, at no cost to claimant. Any balance remaining on the debit card will rollover from the expired card to the new card. At the end of the three year period, Awarded Bidder shall issue a replacement card if (1) there is a balance; or (2) there has been activity on the card from CTDOL within the past 8 weeks.

- 6.7 Describe, and submit, any and all instruction materials sent to the Claimant. All materials must be in English and Spanish. CTDOL shall review and approve any and all materials prior to distribution.
- 6.8 Describe how Awarded Bidder complies with Regulation E, including those provisions of the regulation that apply specifically to government programs compliance.
- 6.9 The activation sticker on the Debit Card must be in English and Spanish. CTDOL shall review and approve the activation sticker prior to distribution of the Debit Cards. The Debit Card must not contain any advertisements.
- 6.10 Debit Cards shall be issued to Claimants within four (4) calendar days of receipt of necessary information. Describe the timeline and process for Debit Card issuance to a Claimant, from receiving CTDOL authorization until a card is issued. In issuing Debit Cards to Claimants, the Awarded Bidder shall:
- a) Establish an account for each record in the file;
 - b) Provide CTDOL with each account number;
 - c) Provide CTDOL with any other information necessary to begin transmitting information
 - d) Mail card to claimant.
 - e) Note: If Bidder can perform above process in less than four (4) days, Bidder will be given greater consideration in evaluation process.
- 6.11 Describe the process for notifying CTDOL of undeliverable mail:
- a) In the event a Debit Card returns as undeliverable, Awarded Bidder to immediately notify CTDOL.
 - b) In the event mail is returned as undeliverable, Awarded Bidder to immediately notify CTDOL.
 - c) In the event Claimant notifies Awarded Bidder of an address change, Awarded Bidder to advise the claimant to contact CTDOL. All such updates will be made solely by CTDOL.
- 6.12 Describe the process for issuing replacement cards. Note the following requirements:
- a) Awarded Bidder to issue replacement cards
 - b) One replacement card (as a result of lost, stolen or damaged card) per calendar year at no cost to claimant or CTDOL.

Debit Card Activation:

- 6.13 Describe how Cardholder will activate the card, via IVR, web capability or other means.
- 6.14 Describe the security measures Awarded Bidder will take to authenticate the cardholder.
- 6.15 Describe how funds will be immediately available upon card activation.
- 6.16 Awarded Bidder is to return funds posted on inactivated Debit Cards within 180 days of settlement. Describe Awarded Bidder's procedures, if any, for reminding Cardholders of their need to activate the Debit Cards.
- 6.17 Describe how you will deactivate accounts only as notified by CTDOL. Describe circumstances under which you would otherwise want to deactivate an account. The Awarded Bidder and CTDOL will

jointly develop processes and procedures for deactivating and reactivating accounts. Cards may not be deactivated without prior approval of CTDOL.

- 6.18 Bidder is responsible for all escheatment of funds related to the accounts established under the debit card program.

Use of Debit Card:

- 6.19 Describe how the card will be accepted by participating merchants. Card must operate as a debit card, stored-value card or other electronic-access type card, and must be Master Card or Visa branded. Card must offer no line of credit, and Cardholder should not be able to obtain checks, or negotiate checks against card of an underlying account.
- 6.20 The Debit Card must be fully compliant with all federal laws and regulations and meet all industry standards including, but not limited to, ANSI X4.13, "American National Standard for Financial Services - Financial Transaction Cards" and ANSI X4.16, "American National Standard for Financial Services - Financial Transaction Cards - Magnetic Stripe Encoding", for use in ATM and POS terminals so that the Claimant can have broad access to their benefits.
- 6.21 Describe how you will offer ATM access, and the locations of ATMs where free services are available. Bidder to provide CTDOL and Cardholder with map or schematic of all ATMs and branch locations for the issuing financial institution and associated networks within the state of Connecticut, nationally and internationally where free services are available. Individuals who receive UC benefits from Connecticut may reside in state or out of state, with some potentially living in other countries. Explain how you will offer ATM access for such individuals, and how Claimants may locate an ATM or branch location via a toll-free customer service telephone service and a Web site.
- 6.22 Describe any transactions that will be disallowed, including transactions that cause the Cardholder to exceed the amount available in the account.
- 6.23 Describe Cardholder's liability for fraud, stolen cards and lost cards and describe how issues of fraud and liability are handled. When a Claimant's Debit Card has been designated as lost or stolen, the Awarded Bidder must accept funds from CTDOL for that Claimant and ensure that the funds are not loaded to the lost or stolen Debit Card.
- 6.24 The Awarded Bidder will accept reversals from CTDOL for any payments made in error to the Claimant's account per NACHA rules and procedures. The Awarded Bidder shall issue a written notice to the Cardholder on the business day immediately following the reversal or deduction.
- 6.25 Describe procedures designed to prevent overdrafts by cardholders. CTDOL shall in no way be liable for any transaction that exceeds amount available. CTDOL also is not liable for overdrafts, or any other costs or liabilities incurred by the Bidder due to the actions of the cardholders.
- 6.26 Describe procedures pertaining to distribution of Debit Cards to Claimants living outside of CT including those living in Canada and those with FPO and APO addresses.
- 6.27 Describe training and instructional materials for CTDOL staff on the use of the system. Samples of such material should be included. CTDOL has the right to review and approve all materials and approaches.
- 6.28 Describe policies regarding asset freezing, including how you handle any holds that may be placed on Cardholder accounts.

- 6.29 Describe how you will detect potential fraudulent payments as a result of multiple Debit Card transactions by individual Cardholders in a specific geographical area, and the aggregate dollar amount.

Cardholder Costs and Fees

- 6.30 Describe in detail any and all debit card holder costs and fees, including the timing and circumstances under which each Cardholder's costs and fees are assessed. Bidder may not charge any cost or fee to cardholders not included in its proposal. Cardholder costs and fees as well as CTDOL costs and fees will be evaluated during the selection process, and are subject to negotiation prior to the formation of the Contract.
- 6.31 Bidder must provide Claimant with notice of any and all possible fees.
- 6.32 If not already addressed, describe whether a fee is assessed for the following transactions:
- a) ATM cash withdrawals (other than the free transactions addressed in 6.33)
 - b) ATM balance inquiry
 - c) ATM surcharge at member and nonmember banks (provide estimated range of fees).
 - d) International ATM transactions
 - e) ATM denial
 - f) Bank teller withdrawal at non-member banks (provide estimated range of fees).
 - g) PIN changes
 - h) Research and retrieval requests.
 - i) Replacement card, after first free replacement card issued.
 - j) Expedited card
 - k) ATM card overdraft
 - l) Negative balance
- 6.33 Bidder must provide at least one free ATM transaction per deposit at any ATM in the United States or Canada.
- 6.34 Bidder may not assess an account maintenance fee on the Claimant.
- 6.35 Describe in detail any additional fees which could be assessed to Cardholders who reside in, or use their card in, Canada or other country.
- 6.36 The Awarded Bidder must provide CTDOL with a daily report of payment-related data for rejected files, returned files and reversals. There should be separate sections for rejected files, returned files, and reversals, and each section should have sufficient detail and, if there are returns or rejections, the reason for each. If CTDOL elects to send data needed to identify consumers with payment-related data, this identifying data should be "passed back" in the report.
- d) Describe regular summary and detail reports which will be provided and provide samples.
 - e) Describe how the reports will be made available electronically.
 - f) Describe timeframe of when reports will be available.
 - g) Bidder must provide a detailed monthly report to CTDOL for the preceding month's activities, including the total number of Debit Cards issued, cancelled, reissued, reasons for all reissues, the daily count and amounts of deposits made to Claimant accounts, and other items as requested.

7.0 Scope of Service -- Customer Service

- 7.1 Describe how you will provide: customer service to cardholders including debit card activation; statements (itemizing loaded amounts and detailed transaction history of the debit card); Customer Service Representative's (CSR) available toll-free, twenty four hours a day, seven days a week; and access to an Interactive Voice Response (IVR) available via a toll-free number.
- 7.2 Describe the customer communications and marketing information plan and the associated timelines. All marketing and instructional materials must be, at a minimum, in English and Spanish. Proposed marketing and instructional materials and samples from previous clients should be included. CTDOL reserves the right to review and approve all marketing and instructional materials.
- 7.3 Bidder must include samples of all Web pages, statements, dispute forms, and any other forms related to the debit card process in its proposal response.
- 7.4 Describe when customer service representatives (CSRs) are available as opposed to Interactive Voice Response (IVR) technology. Continuous CSR availability is preferred. Include any alternative methods of accessing account information in your proposal.
- 7.5 Describe how your customer support package will include TTY and communications relay capability as described in the Americans with Disabilities Act.
- 7.6 Bidder must provide toll-free numbers for all customer-service activities.
- 7.7 The Awarded Bidder shall ensure that all services are accessible by touch-tone, pulse and rotary dial telephones.
- 7.8 Bidder's services must provide cardholders with the ability to obtain account balance information on the card via the Internet, ATMs and a toll-free telephone number.
- 7.9 Bidder must accept and respond to cardholder and retailer calls twenty-four hours per day, seven days per week.
- 7.10 Internet and IVR services for cardholders must be available in English and Spanish. CTDOL reserves the right to request additional languages needed at little or no additional cost to CTDOL. Explain the service used by Bidder for other non-English speaking customers. Describe the process for translating materials into languages other than English and Spanish. CTDOL reserves the right to approve such methods and materials.
- 7.11 All CSR services must be available in English and Spanish. Explain what interpreter/translator services Bidder utilizes to accommodate other languages.
- 7.12 Describe wait times for callers in the queue, including the maximum wait time, and the process for handling such calls. Indicate prioritization given to certain calls – i.e. which calls receive the longest and shortest waits. Refer to performance measures, section 12, of this part (Part D), for specified wait times.
- 7.13 Describe Bidder's customer service procedures relating to:
 - a) Lost or stolen cards
 - b) Replacement cards
 - c) Account credits
 - d) Unauthorized charges
 - e) Disputed charges

- 7.14 Bidder to provide CTDOL with a toll-free, direct telephone line that CTDOL's staff may use to transfer a claimant from CTDOL's line to the Bidder's customer service center.
- 7.15 Describe how Bidder will provide a direct link to the CTDOL website from the pages that display account details to the claimants in order to provide claimants access to UI benefit information.
- 7.16 Material available to the public on the Bidder's Internet pages must be approved by CTDOL prior to release.
- 7.17 Bidder to provide unlimited teller assisted withdrawals at no charge.
- 7.18 Describe how CSRs will address questions about unemployment insurance that are not related to payments that have been made (e.g. questions about UI eligibility and CTDOL policy and practices).
- 7.19 Describe Bidder's method for transferring customer questions or complaints more properly under CTDOL's jurisdiction from the Bidder's customer call center to CTDOL call centers in a seamless, customer-oriented fashion.
- 7.20 Describe how event specific messages (e.g. bank and postal holidays, service changes, or weather emergencies) are delivered in both English and Spanish to claimants through your secure Web site, IVR system, and CSRs.
- 7.21 Describe Bidder's procedures for determining the identity of a caller prior to providing any account information
- 7.22 Describe how Bidder will monitor calls to ensure quality customer service and to address customer complaints. Explain how customer complaints are logged and categorized and the type of reporting available from those logs. Explain how customer complaints are resolved and what the timeframes are associated with the resolution of customer complaints. Include information and reports that you will provide CTDOL to enable CTDOL to monitor customer service and customer complaints resolution.
- 7.23 Describe how Bidder will handle each type of call from claimants, including call escalation procedures, issue resolution, call closures, and ongoing quality assurance and continuous improvement efforts. Also include information and reports that Bidder will provide CTDOL to enable CTDOL to monitor these customer service activities.
- 7.24 Describe the criteria that Bidder will use to calculate the call abandonment rate and the factors that affect this rate.
- 7.25 Describe the criteria that you will use to calculate the call answer rate and the factors that affect this rate.
- 7.26 Describe other types of customer service issues not referenced above that Bidder anticipates and explain how they will be addressed and resolved.
- 7.27 Describe services available to claimants living outside of CT including those living in Canada and those with FPO and APO addresses
- 7.28 Describe your CSR training program for handling claimant inquiries and complaints in a courteous and professional manner.
- 7.29 Describe the help desk services you will provide to claimants, ATM and retailers not already described above.

- 7.30 Describe how you will handle a surge in call volumes due to increased claimant activity and increased call volumes.
- 7.31 Describe the process by which a claimant may select and/or change their Debit Card PIN via the Internet or IVR services twenty-four hours per day, seven days per week.
- 7.32 Explain PIN selection process under following circumstances:
- a) After initial card issuance
 - b) If PIN compromised
 - c) When card lost or stolen
 - d) If PIN number forgotten
 - e) Alternative methods of PIN selection
- 7.33 Describe how you will ensure that no call is transferred to voice mail or automatically disconnected from the queue.
- 7.34 Describe how you will comply with Regulation E requirements to include but not be limited to the following:
- a) Providing a secure web site for claimants to view the financial transaction detail posted to the account.
 - b) Providing a bilingual (English and Spanish) customer service contact for claimants to inquire about new deposits, available balance, recent transaction history, and all service needs related to the use of the debit card.
 - c) Providing periodic statements to claimants itemizing deposit amounts and detailed transaction history of the debit card.
- 7.35 Describe how you will provide a monthly statement for each cardholder. Bidders shall supply a sample statement in the proposal response.
- 7.36 Describe how you will notify claimant of all the policies and procedures related to the use of the debit card.
- 7.37 Describe how you will communicate any errors, changes in policy or procedures, returned mail, and requests for address changes to CTDOL and claimants. No changes in policy can violate the terms of the RFP or resulting contract.
- 7.38 Describe how you will provide free Internet services to claimants via a secure Web site. Such service must enable claimants to view or receive statements over the Internet, upon request.
- 7.39 Describe how Bidder shall provide cardholder with access to card balance and transaction information by the following means:
- a) Unlimited internet access.
 - b) Five toll-free calls per month.
 - c) Unlimited teller access at bank or credit union that displays Master Card or Visa logo.
- 7.40 Describe your procedures to resolve account discrepancies including the maximum cycle times for resolving questioned charges or credits appearing on the claimants' statement.
- 7.41 Describe how you will make the call centers and operating/processing facilities accessible for visits from CTDOL staff

- 7.42 Describe how Bidder will reimburse claimant for lost interest and bank-related expenses for failure to deposit funds to claimant’s account as directed by CTDOL.
- 7.43 Describe the process enabling claimants to “cash out” their debit card account balance – i.e. less than \$1.
- 7.44 Describe what limitations, if any, are placed on the Cardholders – i.e., amounts available to withdraw, daily number of transactions permitted, etc.
- 7.45 Describe how specific information concerning Cardholder costs and fees will be provided to the Cardholder. Provide samples.
- 7.46 Describe procedures, if any, as to how messages from CTDOL to the Claimants are delivered. These are instructional messages related to specific credit transactions that are currently printed on check stubs.

8.0 Data Management

- 8.1 Describe the data you require from the CTDOL, and your ability to accept it, in order to:
- a) Establish or modify a Debit Card account (e.g., name, address, phone number, date of birth, and unique identification for Claimant).
 - b) Load money on a Debit Card account.
 - c) Effect reversals on a Debit Card account (Describe any limitations on our ability to do so as well).
 - d) Please include in your description the cut-off times (or required schedule) for our sending these files each day. If there are authentication processes for each file, please include what those are as well.
- 8.2 Describe how you will provide a procedure for using an industry standard electronically secure data connection, which allows CTDOL to transmit account information on a daily basis.
- 8.3 Describe how you will provide electronically to CTDOL the following information (include the file format(s)):
- a) The account numbers for Debit Card accounts as they are established.
 - b) Our payment related data for rejected files, returned files and reversals.
- 8.4 Describe the number of hours subsequent to receiving data from CTDOL that the Bidder shall process payments to the Cardholder’s account so that the funds are available to the Cardholder. Include the number of hours/days for periods involving weekends and holidays.
- 8.5 Describe your reconciliation process, including a reporting timeline and CTDOL’s access to reports, for money received from CTDOL versus money disbursed to Cardholders. Include audit trail(s) for each transaction throughout the process.
- 8.6 Describe your data archiving and retrieval procedures. The Awarded Bidder shall be required to retain records including but not limited to, financial records, supporting documents, statistical records and any other records, papers, logs, audit trails or books related to this RFP and any resulting Contract for a period of seven (7) years after the expiration of the Contract, or until CTDOL or interested government agencies are satisfied that all audit and litigation matters are resolved, whichever period is longer. The

Awarded Bidder may be requested to produce records or provide testimony as a keeper of record pursuant to a valid subpoena or court order. The Awarded Bidder shall immediately notify CTDOL's Director of the Office of Program Policy of any subpoena or court order directing the release of information and shall consult with CTDOL prior to releasing such information.

8.7 The daily account information transmitted from the CTDOL to the Bidder will include CTDOL's program code (e.g. UI, EB, TRA etc) under which the payments are made.

9.0 Other Payments

9.1 Describe if and how you will handle payments for claimants whom CTDOL may exempt from mandatory participation in the direct deposit or debit card program.

9.2 Describe the process of making payment to a claimant when the claimant is denied participation in the direct deposit or Debit Card program because of state or federal law or regulation.

9.3 Describe how requests to replace lost or stolen checks will be processed.

9.4 Checks prepared for payment to the Claimant are valid for six (6) months from the date of issuance. The Awarded Bidder shall ensure that outstanding checks are canceled six (6) months from the date of issuance and that those funds are returned to CTDOL immediately upon cancellation for return to the Unemployment Compensation Fund on a weekly basis.

10.0 Management

10.1 Project Management

This plan must include a proposed project schedule, a list of tasks, activities, and/or milestones that will be employed to administer the project, the assignment of staff members and concentration of effort for each, and the attributable deliverables for each. For key personnel (project manager, team lead, and assigned project team members), include the employee's name and, through a resume or similar document, the project personnel's education and experience in providing Debit Card services, particularly for UI benefit payments. Indicate the responsibilities each individual will have in the project and how long each has been with your company.

- a) The staffing plan should also include, but not be limited to:
 - i. An organization outline or chart,
 - ii. Some means of ensuring staffing continuity throughout the duration of the contract.
- b) The management plans must be updated and approved by CTDOL prior to implementation.
- c) The Bidder must provide an assurance of its commitment to cooperate with CTDOL staff and other external affiliates in the development of the Debit Card project.

10.2 Project Management Planning

The Proposal must include a complete set of management plans that include at minimum:

- a) Project management plan
 - i. Include narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

- ii. Include a work plan explaining how the Bidder intends to meet the project deliverables. The plan should include the following at a minimum:
- statement of understanding of the project.
 - time line and description of the card design process.
 - time line and description of the initial card issuance process.
 - time line and description of the ongoing card issuance process.
 - time line and plans for instructional materials to be provided to customers.
 - description of how the project will be managed, prioritized, and controlled.

b) Personnel

Show where these personnel will be physically located during the time they are engaged in the project.

- i. Project Manager - Identify the proposed project manager and key staff. This should include individuals that will oversee the implementation of the program as well as those who will support the operations of the program after implementation. For the proposed project manager, please provide a current resume, telephone number and hours of availability.
- ii. Account Representative. The Bidder will identify an Account Representative for this project. The Account Representative will be an employee of the Bidder that is dedicated to working with the State on resolving day-to-day issues.
- iii. Subcontractor Staff. The Bidder shall disclose the planned use of subcontractors to perform the services described in the RFP. This includes the following information: Name and address of each sub-contractor and the work the subcontractor will be performing.

c) Acceptance testing plan

Describe all acceptance testing processes. Include features and functionality to be tested, pass/fail criteria, approach to testing, roles and responsibilities, resources requirements and schedules.

d) Incident/Problem management plan

Describe, in detail, the process for managing cardholder inquiries and disputes. Provide workflow processes for handling normal, escalation and emergency events.

e) Training and communication plan

Indicate recommended approach to training of CTDOL personnel, including the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number of level instructors.

f) Marketing plan (current and future claimants)

g) Implementation plan

Submit a detailed implementation plan for providing the services required under this RFP. The successful bidder must work with all parties necessary to establish and perform the banking services required under this RFP. List major activities and time frames for completing the development, testing, transition to the production, and on-going support functions.

The implementation plan must include:

- i. A description of the bidder's implementation approach and how the project will be managed.
- ii. A timetable of major activities to be performed by the State and the successful bidder.

11.0 Query & Reporting

- 11.1 The Awarded Bidder must provide CTDOL with summary and detailed reporting, preferably through the Internet using a secure connection. Describe what regular reports you propose to provide and provide samples. At a minimum the following categories should be addressed in separate summary and detailed reports:
 - a) Volume: Number of transactions processed, number of Debit Cards activated, number of Debit Cards not activated by First Pay (if determined needed by CTDOL), number of account protests itemized by category, amount of time from Debit Card issuance to activation.
 - b) Customer Service Activity: The number and types of calls received (IVR and Help Desk), the outcome of calls, the average talk time (IVR and Help Desk), number of calls abandoned (IVR and Help Desk), average wait time by type of call (IVR and Help Desk), number of calls completed (IVR and Help Desk), the number of calls answered by CSR with breakout of languages served, the number of calls answered and transferred to CTDOL with reason identified, the number of inquiries over the Internet, the number of balance inquiries (IVR, Help Desk, and Internet), PIN selection (IVR, Help Desk, and Internet), the number of transaction history requests (IVR, Help Desk, and Internet), the number of account protests by type of protest, and a detailed listing of complaints by customers with difficulty accessing services due to limited English proficiency, including the steps taken to enable service.
 - c) Risk Analysis: Number of PIN changes, Number of lost Debit Cards, number of Debit Cards reported as stolen, number of accounts closed due to fraud, and number of reissued Debit Cards.
- 11.2 Describe the ability to drill down in real time from summary reports to the details of the report. Describe the ability and process of downloading reports, transaction detail, transaction histories and data files (minimum acceptable: PDF and comma delimited) and describe all mechanisms to query by, and parameters or variables that may apply, including but not limited to, date ranges, calendar months, quarters or calendar and fiscal years (State and Federal).
- 11.3 Describe the ability to produce reports of Debit Cardholders, including counts of issuance, activation and expiration dates.
- 11.4 Describe the timeframe of when reports will be available.
- 11.5 Describe your policies, procedures and timeframes regarding the length of online data retention.
- 11.6 Describe your reconciliation process for money received from CTDOL versus money disbursed to Claimants including Audit Trail(s) for each transaction throughout the process. This includes, but is not limited to:
 - a) Ensuring monies are identified and processed correctly.
 - b) Ensuring monies are deposited timely.
 - c) Ensuring monies are disbursed accurately.
- 11.7 Describe the minimum and maximum length of time it will take from the close of the daily process of receiving and distributing CTDOL funds to receipt of the reconciliation report by CTDOL.
- 11.8 The Awarded Bidder must provide CTDOL with a daily payment report of all funds settled to a claimant's Debit Card account.

12.0 Performance Standards & Corrective Action Plans

- 12.1 At least 95 percent of Cardholder accounts must be established within four (4) days of receiving all necessary Cardholder account information.

If the Awarded Bidder fails to meet this standard for a period of one (1) month, performance will be considered unsatisfactory which will result in a written warning being issued to the Awarded Bidder. In addition, the Awarded Bidder will be required to submit a corrective action plan. If within two (2) months of the initial failure, the Awarded Bidder cannot demonstrate that its performance has improved, a second corrective action plan will be required and the Awarded Bidder will be required to report daily to CTDOL the reasons that the standard is not being met and what is being done to address this issue. If the Awarded Bidder fails to meet this standard for a period of six (6) months, CTDOL will institute the Liquidated Damages Provisions referenced in Section 13.

- 12.2 At least 95 percent of Debit Cards must be mailed by first class mail to individuals identified to receive Debit Cards within four (4) days of receiving all necessary Cardholder account information.

If the Awarded Bidder fails to meet this standard for a period of one (1) month, performance will be considered unsatisfactory which will result in a written warning being issued to the Awarded Bidder. In addition, the Awarded Bidder will be required to submit a corrective action plan. If within two (2) months of the initial failure, the Awarded Bidder cannot demonstrate that its performance has improved, a second corrective action plan will be required and the Awarded Bidder will be required to report daily to CTDOL the reasons that the standard is not being met and what is being done to address this issue. If the Awarded Bidder fails to meet this standard for a period of six (6) months, CTDOL will institute the Liquidated Damages Provisions referenced in Section 13.

- 12.3 At least 95 percent of all payments must be deposited to establish Cardholder accounts and be available to the Cardholder within a time period not to exceed 24 hours of receiving the CTDOL payment file.

If the Awarded Bidder fails to meet this standard for a period of one (1) month, performance will be considered unsatisfactory which will result in a written warning being issued to the Awarded Bidder. In addition, the Awarded Bidder will be required to submit a corrective action plan. If within two (2) months of the initial failure, the Awarded Bidder cannot demonstrate that its performance has improved, a second corrective action plan will be required and the Awarded Bidder will be required to report daily to CTDOL the reasons that the standard is not being met and what is being done to address this issue. If the Awarded Bidder fails to meet this standard for a period of six (6) months, CTDOL will institute the Liquidated Damages Provisions referenced in Section 13.

- 12.4 IVR system and Web site must be operational at least 98 percent of the scheduled seven (7) days a week, twenty-four (24) hours per day service, except for normal maintenance.

Customer service representatives must be available at least 95 percent of the scheduled seven (7) days a week, twenty-four (24) hours per day service, with an average wait time of five (5) minutes or less.

The Awarded Bidder must provide "down time" reports. If services are not available as indicated above for one (1) month, performance will be considered unsatisfactory which will result in a written warning being issued to the Awarded Bidder. In addition, the Awarded Bidder will be required to submit a corrective action plan. If within two (2) months of the initial failure, the Awarded Bidder cannot demonstrate that its performance has improved, a second corrective action plan will be required and the Awarded Bidder will be required to report daily to CTDOL the reasons that the standard is not being met and what is being done to address this issue. If the Awarded Bidder fails to meet this standard for a period of six (6) months, CTDOL will institute the Liquidated Damages Provisions referenced in Section 13.

12.5 Customers must never be denied service because of the inability to speak or read English.

If, within a calendar quarter, there are more than five (5) complaints from customers being denied service, performance will be considered unsatisfactory which will result in a written warning being issued to the Awarded Bidder. Regardless of the number of complaints, the Awarded Bidder will be required to evaluate each complaint and provide a report. If five (5) complaints are received in the next calendar quarter, CTDOL may take corrective action and institute the Liquidated Damages Provisions referenced in Section 13.

12.6 The Awarded Bidder shall answer ninety-two percent (92%) of CSR-assisted calls within thirty (30) seconds of call transfer. Five percent (5%) of those calls will be answered with one (1) minute. The Awarded Bidder shall ensure that the CSR call abandonment rate does not exceed three percent (3%).

The Awarded Bidder shall ensure that calls are not automatically placed on hold. A call automatically placed on hold prior to being answered by a CSR does not meet the definition of “answered.”

The Awarded Bidder shall sustain a minimum of four-hundred (400) in-bound call connections at any given time without a busy signal.

The Awarded Bidder shall ensure that the longest wait time for any caller in the queue (including abandoned calls) does not exceed five (5) minutes.

If the Awarded Bidder fails to meet these standards for a period of one (1) month, performance will be considered unsatisfactory which will result in a written warning being issued to the Awarded Bidder. In addition, the Awarded Bidder will be required to submit a corrective action plan. If within two (2) months of the initial failure, the Awarded Bidder cannot demonstrate that its performance has improved, a second corrective action plan will be required and the Awarded Bidder will be required to report daily to CTDOL the reasons that the standard is not being met and what is being done to address this issue. If the Awarded Bidder fails to meet this standard for a period of six (6) months, CTDOL will institute the Liquidated Damages Provisions referenced in Section 13.

Part E - Liquidated Damages

13.0 CTDOL expects the Awarded Bidder to perform its responsibilities and tasks as specified in this RFP and any resulting Contract. This expectation is reasonable within normally acceptable business practices, and in the best interests of CTDOL and its Claimants. The Bidder shall include in its proposal an acknowledgement that CTDOL will be damaged if the Awarded Bidder fails to fulfill its obligations under the Contract and that liquidated or actual damages attach and will be payable from any funds accrued directly or indirectly by the Awarded Bidder as a result of handling (accepting) CTDOL funds.

13.1 CTDOL has chosen to address the majority of the project risks related to Awarded Bidder performance through the assignment of liquidated damages, subsequent to cure periods provided to the Awarded Bidder to correct issues which do not meet the Performance Measures, provided in Section 12 of this RFP. The liquidated damages described below represent the projected financial loss and expenditures that may occur as a result of Awarded Bidder non-performance, including financial loss as a result of project delays.

13.2 If the Awarded Bidder does not fulfill its obligations under the RFP and any resulting Contract, CTDOL will be damaged. Establishing the precise amount or value of such damage would be difficult to quantify. The liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by CTDOL to establish a reasonable estimate of the damages that will be incurred by CTDOL in the circumstances described.

- 13.3 CTDOL shall have the right to collect liquidated damages assessed by CTDOL against the Awarded Bidder upon demand for payment. In addition, if at any time there are amounts payable to the Awarded Bidder under the Contract, CTDOL shall have the right to deduct and/or withhold the amount of any liquidated damages assessed by CTDOL against the Awarded Bidder from the amounts payable to the Awarded Bidder.
- 13.4 CTDOL shall notify the Awarded Bidder in writing, for any default specified herein, and such liquidated damages shall be paid by the Awarded Bidder within thirty (30) days of the CTDOL notice. Upon receipt of written notice, the Awarded Bidder will have ten (10) days to provide a written explanation of any justification that may be applicable to the liquidated damages being considered and a corrective action plan for bringing the operations within the standards specified. CTDOL shall have the right to approve and make changes to the corrective action plan submitted by the Awarded Bidder. The corrective action plan shall be implemented by the Awarded Bidder at no cost to and upon approval by CTDOL. Liquidated damages will not be assessed during the specified cure period for the activity in question. The Awarded Bidder's failure to pay the assessed liquidated damages within the designated time frame may be deemed by CTDOL as a breach of Contract.
- 13.5 CTDOL has identified certain instances of default or non-performance that, should they continue to occur over extended periods of time, will cause extreme financial losses to and hardship for CTDOL. Should the Awarded Bidder fail to complete the work within the agreed upon times or terms, CTDOL will assess and collect liquidated damages in the amounts set out below. However, if such conditions of default continue, CTDOL intends to pursue recovery of actual losses resulting from the Awarded Bidder's failure to perform and expressly reserves this right. CTDOL 's failure to assess liquidated or actual damages for any of the specific instances cited in no way modifies or waives CTDOL 's right to assess additional liquidated or actual damages relating to other similar occurrences in addition to the specific liquidated damages noted below.
- 13.6 Failure to generate and deliver the reports or files as scheduled will result in assessment of three thousand, five hundred dollars (\$3,500.00) per day liquidated damages per report or file, following a five (5) business day cure period.
- 13.7 Failure to have the toll-free client number and IVR scripts functional at Implementation will result in the amount of three thousand, five hundred dollars (\$3,500.00) liquidated damages assessment per day following a five (5) business day cure period.
- 13.8 Failure to have the toll-free retailer number and IVR scripts functional at Implementation will result in the amount of three thousand, five hundred dollars (\$3,500.00) liquidated damages assessment per day following a five (5) business day cure period.
- 13.9 CTDOL will assess liquidated damages in the amount of three thousand, five hundred dollars (\$3,500.00) per day upon the Bidder's failure to correct Performance Measure Violations pursuant to Section 12 of this RFP.
- 13.10 CTDOL will assess liquidated damages in the amount of ten thousand dollars (\$10,000.00) per day following a one (1) business day cure period if the IVR, Help Desk, or web system(s) fails and are not restored within three (3) hours.
- 13.11 CTDOL will assess liquidated damages in the amount of thirty six thousand, five hundred dollars (\$36,500.00) per day following a one (1) business day cure period if all of the deposits to the Claimant's Debit Card are not made on the business day that they are received by the Awarded Bidder.
- 13.12 CTDOL will assess liquidated damages in the amount of ten thousand dollars (\$10,000.00) per day following a one (1) business day cure period if the Awarded Bidder is unable or not ready to accept deposits from CTDOL within ninety (90) days from the date the Contract is signed.

Part F - Periodic Audit Requirements

- 14.0 All books, records and documents related to work performed by the Awarded Bidder or monies received by the Awarded Bidder shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State of Connecticut. As noted in Section 8.6 of this RFP, the Awarded Bidder shall be required to retain records including but not limited to, financial records, supporting documents, statistical records, any other records, papers, logs, audit trails or books related to this RFP and any resulting Contract for a period of seven (7) years after the expiration of the Contract, or until CTDOL or interested government agencies are satisfied that all audit and litigation matters are resolved, whichever period is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the Contract, the Awarded Bidder shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such exception. The contractor agrees to correct immediately any material weakness or condition reported to the state in the course of an audit.

Part G - Value Added Services

- 15.0 Describe any valued added services, i.e. services beyond those services previously outlined in this RFP, that you may provide that affords additional benefits to CTDOL or the claimant. Examples may be: Providing messages to account and cardholders on behalf of CTDOL; including informational inserts designed by CTDOL with mailings to account and cardholders; or providing a paper ledger for the account and cardholders to record transactions.

Part H - Disaster Recovery/Business Continuity

- 16.1 Describe Bidder's comprehensive and tested disaster recovery plan. Include timelines to include implementation beginning at the start of the Contract, and how Bidder would continue operations due to events which would preclude Bidder's normal operations for more than twenty-four (24) hours. The plan must include provisions to ensure no interruption of services, loss of documents or loss of data. The backup system of the Awarded Bidder must parallel all systems required to continue daily operations.
- 16.2 Describe how Bidder will conduct disaster recovery testing on a periodic basis.
- 16.3 The disaster recovery plan will be updated at no cost to CTDOL if testing or changes to state or federal requirements result in such changes.
- 16.4 Describe how Bidder will maintain, test and update the disaster recovery plan. Describe the post test evaluation and reporting process as well as the time needed to incorporate changes in the disaster recovery plan. On request of CTDOL, Bidder must provide documentation to CTDOL regarding disaster plan testing and test results, with the understanding that CTDOL may provide such documentation to the United States Department of Labor, as required.
- 16.5 Describe whether Bidder maintains a fully redundant telecommunications network, in the event of an emergency.

- 16.6 CTDOL reserves the right to send a representative to any disaster testing, with all associated travel and per diem costs reimbursed by the Bidder.
- 16.7 Describe how Bidder will ensure uninterrupted services to Claimants for all electronic services within your control.
- 16.8 Describe the manner in which Bidder would implement its disaster recovery plan, including the timelines, process, roles, and responsibilities.
- 16.9 Bidder to participate in any periodic testing conducted by CTDOL.

Part I – Transition

Describe your process for assisting CTDOL in transitioning from its current bank (if current bank is not selected), which provides bank account and lockbox services; its current data entry Vendor; and its current in-house imaging services. The transition description should discuss: an implementation plan including Bidder contacts and their experience/qualifications for each service; the Bidder's ability to accept "dummy" tax documents for processing to test the Bidder's understanding of CTDOL check processing, document sorting, data entry and imaging requirements; a transmission of electronic test files; and any other suggestions the Bidder deems appropriate to assist in CTDOL's transition.

- 17.1 Upon award of the contract, Awarded Bidder must provide debit card related training to CTDOL and to all claimants, as noted in Lines 6.27 and 10.2(e) of Section II, Part D of this RFP. CTDOL will have final approval of all training and instructional materials. Describe your proposed process, including mail out dates for notification and training materials.
- 17.2 Both CTDOL and the Awarded Bidder agree that upon any termination of this Contract, a smooth transfer is in the best interest of the public being served. Therefore, upon award of the contract, the Awarded Bidder agrees to develop a reasonable transition plan in the event of such termination, and submit such plan to CTDOL for approval within 90 (ninety) days of the award of contract. CTDOL and Awarded Bidder will work together to ensure completion of the plan at a date agreed upon by CTDOL and the Awarded Bidder, but not later than six (6) months from the award of the contract. The transition plan shall provide for orderly transition of software, data, equipment and operations at the termination of this Contract. The plan shall specify the tasks to be performed by the parties, the schedule for the performance of such tasks and the respective responsibilities of the parties associated with the tasks.
- 17.3 In addition to the above, the written transition plan must include, at a minimum, the procedures and schedule under which:
 - a) The Awarded Bidder's and the CTDOL's transition managers shall meet to review the status of the transition plan activities and to resolve any issues.
 - b) All non-critical software changes shall be frozen.
 - c) Outside Vendors shall be notified of procedures to be followed during the transition.
 - d) All software libraries (tests, development, and production) shall be reviewed with CTDOL or another entity.
 - e) A listing of the source code, in a format and medium agreed to by the Awarded Bidder and the CTDOL Contract manager, shall be generated.
 - f) Hardware and software transfer shall take place.
 - g) Data shall be transferred.
 - h) Financial reconciliation of all funds, including settlement of make whole funds.

- i) Electronic images shall be provided to CTDOL.
- j) All CTDOL information, documents, mail, instruments, and other relevant information are transferred to CTDOL.
- k) Any interim measures deemed necessary to ensure compliance with federal and state law and regulations are taken.

Final approval of the transition plan resides with CTDOL. The Awarded Bidder and CTDOL shall revisit the plan during January of each year of the Contract. The termination of services under this Contract, occurring for any reason, shall be governed by and follow the approved transition plan.

- 17.4 In addition to the above, in the event of the expiration or termination of all or part of the services being provided under this Contract, the Awarded Bidder shall, upon CTDOL's request:
- a) Provide to CTDOL or third-party personnel training in the performance of the affected services. In addition, the Awarded Bidder shall provide to CTDOL and any designated third-party service provider, in writing, to the extent available, applicable requirements, standards, policies, operating procedures and other documentation relating to the affected services and necessary access to the systems and sites from which the affected services were provided and shall provide CTDOL or its designee all information necessary to transition without interruption of services including, but not limited to, historical debit card holder account data, names and addresses for billing, mailing, reports, etc. in a format specified by CTDOL within one (1) week of request.
 - b) Extend the debit card services for a period up to one hundred eighty (180) days (time period is at sole discretion of CTDOL), or until such time as services of a new contract is in effect and implemented, as determined by and at the sole discretion of CTDOL. Following this period, the Awarded Bidder shall answer questions from CTDOL on an "as needed" basis.
 - c) Cooperate with CTDOL to assist with the orderly transfer of services, functions and operation provided by the Awarded Bidder hereunder to another service provider. Awarded Bidder personnel critical to the transfer efforts shall be identified by the parties. The Awarded Bidder shall ensure the cooperation of its key employees during the transfer process. The Awarded Bidder shall provide full disclosure to CTDOL of the equipment, Software, and third-party supplier services required to perform services previously performed by the Awarded Bidder within sixty (60) calendar days of any CTDOL request for such information. The Awarded Bidder shall exercise reasonable efforts to affect a transfer of license or assignment of agreements for any Software or third-party services utilized by the Awarded Bidder to provide services to CTDOL. The Awarded Bidder shall exercise its best efforts to ensure that CTDOL obtains appropriate access to third-party services, Hardware, Software, personnel and facilities required to perform an orderly termination.

Part J- Confidentiality & Security

- 18.1 All employer reported and unemployment compensation data, in whatever form it is furnished to the Awarded Bidder by CTDOL, and all claimant account information created as a result of any contract resulting from this RFP, is considered "confidential information" for purposes of this RFP and the resulting contract and must remain confidential in accordance with Conn. Gen. Stat. §31-254 and Federal law. Confidential information may not be sold or otherwise shared with any other entity not associated with the contract or for any purpose other than the execution of the contract, unless required by law. In addition, the Bidder or its sub-contractors may not use employer reported, claimant or account information to solicit other business and must ensure such information is protected and kept confidential. Bidder will ensure that any Bidder employees or the employees of its sub-contractors who may have access to confidential information have no record of criminal conviction.

- 18.2 Bidder agrees that all personnel and subcontractors, if applicable, authorized to access confidential CTDOL data shall be fully apprised of the confidential nature of the information. The Bidder's employees and subcontractors, if involved with lock box activity (including data entry and imaging), Direct Deposit or Debit Card Services pursuant to this RFP, will be required to execute an agreement regarding the confidentiality of employer reported, claimant and account information. Describe Bidder's process and procedures to ensure the confidentiality and security of lock box information, as well as direct deposit account holder and debit cardholder information. Describe the physical, technical, logistical and personnel security measures you will use to ensure confidentiality of claimants' information and provide details of the security package used to control access to claimants' information. Include information on tracking, logging, monitoring, and reporting capabilities for physical and electronic access to premises, equipment, and data. Include any personnel forms and processes related to physical and information security. The Bidder is to ensure that all its sub-contractors adhere to the same practices, procedures and standards.
- 18.3 Describe the security features associated with the debit card for activation, counterfeit prevention, and fraud prevention.
- 18.4 Describe your procedures for preventing identity theft and responding to fraudulent activities.
- 18.5 Describe your internal controls to help monitor, detect, record or log, prevent and minimize unauthorized physical and information technology activity.
- 18.6 Describe your procedures to resolve and/or prosecute fraud, how and when you will notify CTDOL of the situation, and what information you will provide.
- 18.7 Describe the procedures and timeframes for reinstating suspended and/or canceled accounts.
- 18.8 Describe the data elements which constitute individual account information.
- 18.9 Describe how quickly and the manner by which you will notify CTDOL and claimants of any data breaches that might expose claimant's individual account information.
- 18.10 Describe the assistance you will provide to claimants in case their individual account information is compromised.
- 18.11 Describe how physical records are destroyed and what logging and reporting of the record destruction activity is provided to CTDOL. Describe the frequency of the destruction, and any state or federal requirements which may be associated with this.
- 18.12 The Bidder must have the ability to record threatening phone calls, and must notify CTDOL of all phone calls, correspondence, and contact with people threatening physical harm to CTDOL and/or Bidder personnel and/or property if such threat is associated with CTDOL, within one (1) hour. The details of who is responsible for notifying CTDOL, and under what circumstances this shall occur shall be provided in the Security Management Plan.
- 18.13 CTDOL does not endorse any Bidder, commodity or service. No public disclosures or news releases pertaining to this RFP and resulting contract shall be made without the prior written approval of CTDOL. Awarded Bidder is prohibited from using Contract award information, sales values/volumes and/or CTDOL customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from CTDOL.
- 18.14 Bidder must notify CTDOL as soon as possible, but no later than one (1) business day, of any and all phone calls, correspondence, and contacts from Public Officials and the press which relate to the Debit

Card or Direct Deposit program, or any UC claimant, and the nature of each inquiry and the response, if any, provided.

- 18.15 The Awarded Bidder shall immediately notify CTDOL both verbally and in writing if any data in the Bidder's possession which relates to confidential CTDOL data is subpoenaed. Also, CTDOL data shall be used only as authorized by CTDOL and the contract. Improper use, copying or removal of data shall be immediately reported to CTDOL. The Awarded Bidder shall cooperate with CTDOL in taking all steps as CTDOL deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.
- 18.16 Bidder agrees that no confidential information obtained from CTDOL, and no account information created as a result of this RFP and resulting contract, may be placed or stored on a mobile computing or storage device, including, but not limited to, notebooks, PDAs, cell phones with internet browsing capability, and flashdrives.

Section III – Contract Term

The Office of the Treasurer intends to enter into a contract for a five year term. The agency, in its sole discretion, may request up to one (1) two-year extension of the contract.

Section IV – Contractor Qualifications

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

- A. The Bidder must be a financial institution organized under the laws of the United States.
- B. The Bidder must have demonstrated comparable experience of similar or greater volume with each of the services it is proposing to provide.
- C. The Bidder must be able to act as an Originating Depository Financial Institution and must be able to perform Federal wire transfers.
- D. The Awarded Bidder will be responsible for managing all efforts required to satisfy CTDOL’s stated needs in the service areas and will manage all subcontractors. CTDOL requires that the Awarded Bidder ensure that all subcontractors adhere to CTDOL’s contractual requirements for the Awarded Bidder.
- E. Awarded Bidder must provide a minimum \$25 million fidelity bond
- F. Awarded Bidder must provide Errors and Omissions Insurance of at least \$20 million
- G. Warranty of Financial Good Standing: The Bidder warrants that to the best of its knowledge there are no actions, suits, or proceedings pending or threatened against or affecting it or any of its property in any court or before any arbitrator or before or by any governmental entity, domestic or foreign, except actions, suits, or proceedings of the character normally incident to the kind of business conducted by it and as to which, any adverse determination in excess of any accruals to reflect potential liabilities would not materially adversely impact its business, assets, operations, or condition, financial or otherwise, taken as a whole, or materially adversely impact its ability to perform its obligations under the RFP and any resulting Contract, and it is not in material default with respect to any material Order of any court, arbitrator or governmental entity.

Bidder also warrants that all information provided to in accordance with this RFP fairly present its consolidated financial position as of the date of its submission and that has not been any material adverse change in its business, assets, liabilities, or condition, financial or otherwise.

- H. Proposals must include the disclosure of any ongoing litigation and any adverse actions against Bidder in Connecticut or in any other State or by the federal government within the past three (3) years. The disclosure must include the date of initiation and if resolved, the resolution, the nature of the litigation or adverse action, and the parties involved in the action.
- I. The Bidder must comply through the term of the Contract with Regulation E (12 CFR Part 205) issued by the Board of Governors of the Federal Reserve System pursuant to the Electronic Fund Transfer Act (15 U.S.C. §1693 et seq.), including those provisions of the Regulation that apply specifically to government programs. In the event that the federal law or any applicable State law is amended, the Scope of Work will be updated to include any statutory requirements.

- J. The Awarded Bidder shall provide evidence of certification and/or membership and compliance with FDIC or NCUSIF rules and regulations within thirty (30) days of Contract award.
- K. The Awarded Bidder must be ready to comply with all terms of the RFP and any resulting Contract including accepting and distributing deposits from the State, providing lockbox services, bank accounts, data entry, document imaging, check processing, direct deposit, and debit card services no later than ninety (90) days from the Contract award, unless otherwise agreed by both parties.

Section V – Submission Deadline

Proposals must be received by 4:00 p.m. on February 6, 2009 at the Office of the State Treasurer, 55 Elm Street, 6th Floor, Hartford, CT 06106, Attention Lawrence Wilson, Assistant Treasurer – Cash Management.

Section VI – Evaluation Criteria

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

- A. Experience of the Bidder in providing the proposed services – deposit and lockbox (including data entry and document imaging) services, check and direct deposit services, and debit card services.
- B. Quality of proposed services. Factors to be considered will include those listed in Appendix 1 of this RFP.
- C. Qualifications of personnel including the experience and availability of the day-to-day personnel servicing the State’s business and the breadth, depth and availability of other professionals to provide services to the State. Bidder’s demonstrated commitment to understanding and serving client needs and responsiveness to client requests for assistance.
- D. Team organization and approach including the ability of the Bidder to adequately staff and complete time-sensitive transactions and to interact effectively with the State personnel.
- E. Financial impact, including fees, compensation and the availability of funds.
- F. Connecticut presence as evidenced by the number of offices the Bidder maintains in Connecticut, the number of Connecticut residents employed in those offices, and the provision of proposed services within the state.
- G. Extent to which work (development, ongoing support and customer service) by Bidder and subcontractors will be performed within the United States.
- H. Financial capability to provide the requested services and overall financial stability of the Bidder.
- I. Equal employment opportunity record as evidenced by the composition of Bidder’s personnel and the Bidder’s affirmative action and equal employment opportunity policies and practices.
- J. 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.
- K. Overall compliance with State and federal laws and policies as evidenced in the completion of the Required Legal and Policy Attachments and the required submissions.

Financial impact, including fees, compensation and the availability of funds will be an important factor in the evaluation process. The State Treasurer’s Office, however, is not required to select the lowest cost response.

A committee of Treasurer's Office and CTDOL personnel will evaluate each proposal. The State Treasurer will make the final selection or selections.

After final Bidder selection, the State will enter into contract negotiations with the selected Bidder to finalize terms, fees and conditions. This RFP and the selected Bidder's proposal, or any part thereof, may be included in and made a part of the final contract.

If an acceptable agreement with the Bidder is not reached within 30 calendar days of the Bidder selection, the State reserves the right to disqualify the Bidder and to negotiate with the next preferred Bidder.

Section VII – Instructions

- A. 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:

Lawrence Wilson, Assistant Treasurer – Cash Management
State Treasurer's Office
55 Elm Street, 6th Floor
Hartford, CT 06106
860.702.3126
860.702-3041 (fax)
lawrence.wilson@ct.gov

- B. Bidder's Representatives.** Bidders must designate an authorized representative and one alternate. Provide the name, title, address, telephone and FAX numbers, and e-mail address for each representative.
- C. Communications Notice.** All communications with the Treasury or CTDOL or any person representing the agencies concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by Bidders or their representatives may result in disqualification or other sanctions, or both.
- D. RFP Timeline (Schedule of Events).**

<i>December 31, 2008</i>	RFP Released
<i>January 12, 2009</i>	Letter of Intent Due
<i>January 15, 2009</i>	Bidders' Conference
<i>February 6, 2009, 4:00 p.m.</i>	Deadline for Submitting Proposals

- E. Letter of Intent.** Any Bidder intending to respond to this RFP must submit a Letter of Intent to the Official Agency Contact by US mail or facsimile not later than January 12, 2009. As an original signature is required, a letter of intent sent by e-mail will not be accepted. The letter of intent is non-binding, in that the Bidder is not required to submit a proposal. The purpose of the letter of intent is to enable the agency to send interested Bidders new information concerning this RFP in a timely manner.
- F. Bidders' Conference.** A Bidders' conference will be held on **January 15, 2009** at 10:00 a.m. at the Office of the Treasurer, 7th floor conference room, 55 Elm Street, Hartford.

The rules for the Bidders' conference are as follows:

1. No questions will be answered prior to the conference.
2. Questions may be submitted in writing, either prior to or at the conference. Questions may also be asked at the conference.
3. All questions received before or at the conference will be answered orally at the conference. If any follow-up responses or clarifications are necessary after the conference, they will be distributed to only those in attendance at the conference.
4. Any questions received in writing after the conference will be answered in writing as time permits, with copies distributed to all Bidders in attendance at the conference. No substantive questions will be answered orally after the conference.
5. Attendance at the bidders' conference is mandatory. Proposals from Bidders which do not attend the conference will not be considered.
6. Any RFP amendments will be sent to all Bidders attending the bidders' conference.

- G. Inquiry Procedures.** Bidders may submit questions about the RFP to the Official Agency Contact. Questions must be in writing and submitted by US mail, facsimile, or e-mail. Questions will not be accepted over the telephone. Anonymous questions will not be answered. The agency reserves the right to provide a combined answer to similar questions.
- H. Confidential Information.** Bidders 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 Bidder to be confidential and proprietary should be identified. Bidders should also provide justification why such information, upon request, should not be disclosed by the Office of the Treasurer.
- I. 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.
- J. Proposal Style.** Proposals should be prepared simply and economically, providing a straightforward, concise description of Bidder capabilities and approach. Elaborate proposals are not warranted. The emphasis should be on completeness and clarity of content.
- K. Affirmations Concerning Contract and Conditions.** Include a written statement that the Bidder 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 Bidder.
- L. 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.
- M. 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 Bidder'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 Bidder'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.

- N. Consultants.** Any Bidder 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 Bidder 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.
- O. Packaging and Labeling Requirements.** All proposals must be submitted in sealed envelopes or packages clearly labeled "RFP – CTDOL Banking Service." An original (clearly identified as such) proposal, eight conforming copies, and one copy in PDF format on a CD-R disk must be submitted. The original proposal must be signed by the Bidder. Unsigned proposals will be rejected. Proposals transmitted by facsimile will not be accepted or reviewed.
- P. Meetings with Bidders.** At its discretion, the agency may convene meetings with Bidders 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 Bidders to make an appointment.
- Q. 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.

1. Cover Letter

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

- a) Contact Information
- i. Name of Bidder
 - ii. Business Location
 - iii. Mailing Address
- b) Bidder's Representatives
- The Bidder must designate an authorized representative and one alternate who may speak and act on behalf of the Bidder in all dealings with the agency, if necessary. Provide the following information for each individual.
- i. Names and titles
 - ii. Telephone Numbers
 - iii. Email Address
- c) A statement indicating which services the Bidder is proposing to provide and a statement indicating that the Bidder has the capability to provide the proposed services.
- d) A statement that the Bidder meets the minimum qualifications set out in Section IV for the proposed services. If a Bidder 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 Bidder has thoroughly reviewed the RFP and acknowledges and accepts all terms and conditions included in the RFP.
- f) Include a statement that the Bidder 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.

2. **Bidder Information**

- a) For each service – deposit and lockbox services (including data entry and document imaging services), check and direct deposit services, and debit card services -- you are proposing to provide: Describe your experience, facilities, processes and personnel that demonstrate your capability to meet or exceed the RFP requirements.

Specifically include:

- i. Description of lockbox, direct deposit and debit card customer service departments, hours of operation, number and experience of staff.
 - ii. Planned system changes or conversions.
 - iii. Experience with providing the required and optional services.
- c) Provide the legal definition of the Bidder's business organization. If the Bidder is a corporation, provide: the state in which incorporated; the types of business ventures in which the Bidder is involved; and a chart of the organizational structure. Proposal must include:
- Company name and description of services.
 - If a subsidiary, the name of the parent company.
 - Ownership.
 - Other company locations.
- c) Indicate clients, to whom you provide similar services, that have equivalent or greater lockbox, direct deposit and debit card volumes. Please specify the volumes for each client.
- d) Indicate the total monthly processing volume for each service you are proposing to provide.
- e) If a change of ownership of the Bidder is anticipated during the twelve (12) months following the submission, the Bidder must describe the circumstances of such change, when the change is likely to occur, and potential impacts on your customer services.
- f) Indicate which services would be provided by subcontractors. Indicate the experience of the subcontractors in providing the proposed services and the Bidder's experience with working with the subcontractors.
- g) If a merger with another financial institution is planned or underway, please discuss potential impacts on your customer services.
- h) **Financial Condition**
Include the two most recent audited annual financial statements.

Please provide your latest data on the following three ratios:

Total Risk-Based Capital Ratio
Tier One Leverage Ratio
Tier One Risk-Based Capital Ratio
Please include the date of the information.
- i) **References**

For each service you are proposing to provide, identify three recent clients for which you are providing similar services that we may contact as references. Provide the following information for each reference: name, title, company address, and phone number. If you provide different services to the same client, you may cite that client multiple times. At least one of the clients must be a governmental entity.

j) Corporate Practices

In addition to the information requested in the attachments, Bidders should include:

- Their Community Reinvestment Act rating and the date of that rating.
- The number of offices the Bidder maintains in Connecticut and the number of Connecticut residents employed in those offices. Also indicate where each of the proposed services would be performed.

3. **Outline of Work**

This section of the proposal should describe the Bidder's approach and plans for accomplishing the work outlined in Section II – Scope of Services. The description should be provided in sufficient detail to permit the state to evaluate proposals fairly without the possibility of misinterpretation. Further, the Bidder should propose a plan for working with state personnel in an effective, mutually agreeable contractor-client relationship.

Bidders are encouraged to suggest alternative or innovative approaches to meeting the state's service requirements. Such alternatives should be described and clearly priced separately.

This section should contain (1) a general overview of not more than two pages and (2) detailed responses to each required and optional service item and requested response in Section II – Scope of Services. The detailed portion should clearly and precisely follow the format of Section II – Scope of Services.

Bidders must address each of the required and optional items for each of the proposed services.

4. **Schedule**

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

5. **Personnel Resources**

- i) Staffing Plan--Identify the personnel resources that will be assigned to each activity delineated in the work plan (above). State the proportion of time that personnel will allocate to each task of the project.
- ii) Key Personnel--Identify the key personnel that will be assigned to this project. Attach resumes reflecting their qualifications, including related work

experience. Note: The Office of the Treasurer must be notified in writing and in advance regarding the departure of any key personnel from the project.

6. **Proposed Cost**

Bidders should provide pricing information for services listed in the Pro Forma account analysis format shown below, as well as any other costs that may be associated with the provision of services.

Service components listed reflect fees and charges for all services included in this RFP. Complete the form only for those charges that apply to your financial institution and your proposal.

If your financial institution has additional fees or services that would need to be included to meet the service requirements, please include them. Please make sure that all fixed and variable costs have been included. The State will not pay fees for items not included in your proposal.

<u>Services Performed</u>	<u>Monthly Volume</u>	<u>Unit Price</u>	<u>Total</u>
Account Maintenance			
Monthly Statement			
Checks Paid			
Full Reconciliation per item			
Digital Image-checks paid			
6 Month Paid-Item Report			
Per Item Deposit Charge			
Per Deposit Ticket			
Return Items - Chargebacks			
Return Items - Redeposit			
Return Items - Special Handling			
Check Copies Per Request			
Check Copies - Compact Disc (CD)			
Insufficient Funds Charge			
Stop Payment Orders			
Coin & Currency Charges			
Foreign Collections			
International Returned Check			
Wire Transfers Outgoing Repetitive			
Wire Transfers Outgoing Non-repetitive			
Wire Transfers Incoming			
Internal Wire Transfer			
ACH Transfers - Outgoing			
ACH Transfers - Incoming			
Courier Service - Per Trip			
Daily Reports - Hardcopy			
Daily Report - Diskette			
Electronic Transmission Charge			
Online System			
Earnings Credit Rate (formula & December 2008 rate)			
Paid tape or transmission			
Paid tape or transmission per item			
ACH Monthly Maintenance			
Interday Detail Report			
Prior Day Detail Report			

ACH Block/Filter

Direct Deposit

ACH Returns
ACH Control
ACH Originated Items –PPD Debit
ACH Originated Items –PPD Credit
File Processes
Notification of Change
ACH Reversal/Delete Batch File

Lockbox Charges

Lockbox Per Month
Lockbox Per Remittance Document -- OCR
Lockbox Per Remittance Document -- non-OCR
Lockbox Returns Duplicate statement mailed
Wire notification, via phone
L/B fax notification
Non depositable correspondence
No deposit notification
Rough sorting
Walk in deposits
Re-association
Processed Item scanning
Paper check imaging
On line paid item access
Data entry of information contained on DOL forms (see attached examples):
 UC-2, UC-2int, UC-2MAG, UC-2Corr, UC-11, UC-918, UC-405, UC-103C,
 UC-5A, UC-5R, UC-30, UC-62 & UC-62U

Debit Card Charges

Card issuance & renewal fee
Value load fee
Lost/ Stolen card processing – replacement
Minimum/maximum dollar value allowed to be loaded on the card.

Additional services (To be specified by financial institution, as necessary)

The Treasurer requires that all prices quoted be fixed for a minimum of three years and that any subsequent price increases may not exceed the Consumer Price Index for the previous year.

Pricing information must be provided both on a direct fee for service basis and a compensating balance basis. The State reserves the right to evaluate costs and request services based upon either a fee-for-

service or a compensating balance basis. To better evaluate the true cost of compensation through balances, please provide the formula used for calculating the earnings credit rate. Should the State decide to provide compensation on a balance basis, credit and debit balances at the end of each month shall be carried over to the next month regardless of the calendar year, or whatever time frame that the financial institution uses.

An analysis of service charges incurred should be provided to the Office of the Treasurer on a monthly basis. We would prefer to receive the analysis data via electronic media.

The financial institution will be required to pay a penalty for each line item that is billed incorrectly on the account analysis or invoice. The penalty shall equal \$50.00 per line item or 15 percent of the line item total, whichever is greater.

Data entry fees shall be billed directly to the CTDOL.

IV. Compliance

- a) Legal and Policy Attachments—Complete the Legal and Policy Attachments in accordance with the Directions. PLEASE NOTE: If you are the selected Bidder, 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 VIII--RFP Conditions

1. All proposals submitted in response to this RFP will become the sole property of the Office of the State Treasurer.
2. The Office of the State Treasurer began planning to obtain the services to be covered by this contract in May 2007.
3. The State Treasurer shall be required, as a part of the procurement process, to certify that the Bidder 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. The date planning began for this RFP (for purposes of the Gift Affidavit) is May 2007.
4. The successful Bidder 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 State of Connecticut.
6. Timing and sequence of events resulting from this RFP will ultimately be determined by the Office of the State Treasurer.
7. The Bidder 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 Bidders in preparing or submitting proposals, including travel expenses incurred to attend Bidders' meetings or interviews are the sole responsibility of the Bidder.
10. No additions or changes to the original proposal will be allowed after submission, except where corrections of errors or omissions may serve the best interests of the state. Clarifications of proposals may be required by the Office of the State Treasurer at the Bidder's sole cost and expense.
11. The Bidder represents and warrants that the proposal is not made in connection with any other Bidder and is in all respects fair and without collusion or fraud. The Bidder further represents and warrants that the Bidder 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 Bidder'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 Bidder must accept Office of the State Treasurer's standard contract language and conditions. See Standard Contract and Conditions attached (page 79).
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 Bidder 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, or if such action is determined by the Office of the State Treasurer to be in the best interests of the state. 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 Bidder and subsequently awarding the contract to another Bidder. 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 Bidder 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 Bidder.
16. Prior to its engagement by the Office of the Treasurer, the successful Bidder 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 Bidder to timely provide a Letter of Good Standing prior to engagement may result in the removal and replacement of the successful Bidder.
17. Financial institutions will be subject to the General Statutes of Connecticut with particular reference to Chapter 656 (Protection of Public Deposits) and Sections 3-24, 4-33, 7-401, and 36-52d (Community Reinvestment Act Compliance).

Appendix 1 - Evaluation Factors

Quality of Services Provided by Bidder for Tax Deposits

Lockbox evaluation

Check Processing

- a) Ability to deposit funds on same day (minimum requirement is next business day) with particular attention to peak performance (8,000+ checks in one day).
- b) Ability of Bidder to deliver balanced batches.

Document Processing

- a) Ability of all staff to sort and batch per CTDOL rules.
- b) Ability of Bidder to deliver documents to CTDOL within required timeframe.
- c) Ease with which CTDOL will be able to obtain check copies.
- d) Bidder's ability to pick up from lockboxes at least once per day.

Data Entry evaluation

Process

- a) Quality control measures
- b) Data entry error rates
- c) Staffing levels
- d) Ability to handle CTDOL quarterly peaks.
- e) Perform mathematical edits for lines 1, 2, and 3

Quality & Speed

- a) Perform all data entry and send electronic file within required timeframe.
- b) Ease with which CTDOL can inform Bidder to "hold/not transmit" file while CTDOL closes the month

Document Imaging evaluation

Quality & Speed

- a) Bidder's quality of indexing and their indexing error rate
- Perform all imaging, indexing and send electronic file within required timeframe.

Bank Account evaluation

Bank Statements

- a) End of month Bank Statements and their availability

Account Activity and Balances reports

- a) Previous day detail and summary reports and their availability
- b) Access to current day detail and summary reports

Income / Expense Analysis reports

On-line system for Reports, Queries, and Transaction Searches.

ACH Debit File to extract Employer Taxes from their bank accounts

- a) Capability to receive and process an ACH Debit file transmission from CTDOL
- b) Confirmation/release process for transmitted ACH files

Quality of Services Provided by Bidder for Benefit Disbursements

Benefit Payments via Direct Deposit & Debit Cards evaluation

Services to CT as a Customer

- a) Bidder demonstrates a thorough understanding of the purpose and scope of effort to effect Unemployment Insurance benefit payments electronically via ACH.
- b) Management plan supports project requirements.
- c) Bidder process to effect UI benefit payments and related transactions via ACH is fully described and meets CTDOL requirements.
- d) Direct Deposit and Debit Card requirements and characteristics are fully identified and meet CTDOL requirements.
- e) Debit card use and functionality is fully described and meets CTDOL requirements.
- f) Debit Card design, distribution and activation is fully described and meets CTDOL requirements,
- g) Debit Card production and distribution to meet or exceed time frames outlined in body of RFP.
- h) Establishment of Debit Card accounts and settlement of ACH payments are fully described and meet CTDOL requirements.
- i) Support personnel availability and accessibility is fully described and meets CTDOL requirements.
- j) Informational, instructional, and marketing materials to both CTDOL staff and claimants meet CTDOL requirements.
- k) Training for CTDOL staff is fully described and meets CTDOL requirements.
- l) Organization of Project Team assigned to Electronic Benefit Payment effort is fully described and meets CTDOL requirements.
- m) Reports provided by Bidder are fully described and meet CTDOL requirements.
- n) Bidder capacity to handle fluctuating call and payment volumes meets CTDOL requirements.
- o) Notifications to CTDOL of events such as threats, improper use or subpoena of data, and contacts with public official or the press meet CTDOL requirements.
- p) Data confidentiality is maintained in accordance with Conn. Gen. Stat. § 31-254, Federal law and CTDOL requirements.

- q) Bidder security measures such as authentication of cardholder identity, fraud prevention, identity theft prevention, data retention, and notification to CTDOL and claimants of any data breaches that may expose claimant's individual account information are fully described and meet CTDOL requirements.
- r) Lack of liability to CTDOL fully addressed. Procedure in place to prevent overdrafts by cardholders and no liability to CTDOL for overdrafts or liabilities incurred by the bank due to the actions of the customers.
- s) Bidder to comply with CTDOL requirements regarding inactive and deactivated cards such as return of funds, deactivation of accounts and escheatment of funds.
- t) Transition/implementation plan is fully described and meets CTDOL requirements.
- u) Disaster recovery plan is fully described and meets CTDOL requirements.
- v) Bidder proposes a solution to providing specific messages to claimants, provided by CTDOL in the ACH record for direct deposit or debit card transactions, (i.e. individual mailings).
- w) Bidder monitors customer services through means such as call monitoring, wait time, call answer rate calculation, call abandonment rate calculation, issue resolution procedures and continuing improvement efforts and is able to provide this data to CTDOL.
- x) Bidder complies with Regulation E, including those provisions of the Regulation that apply specifically to government programs compliance.
- y) Bidder provides a mechanism to pay UI benefits to claimants who are exempt from or denied participation in the Direct Deposit or Debit Card program.

Services to Claimants as a Customer

- a) Bidder demonstrates that customer service is a clear priority. Bidder clearly defines features such as Call Center configuration and location, hours of service, service accessibility, interpreting and translation requirements, wait times, toll-free telephone numbers and websites.
- b) Debit Card related fees are fully described to claimants and meet CTDOL requirements.
- c) Debit card replacement requirements/fees are fully described to claimants and meet CTDOL requirements.
- d) ATM access and network configuration are fully described and meet CTDOL requirements
- e) Accessibility for cardholders to account information through means such as ATM, website and toll-free telephone numbers.
- f) Cardholders' liability for incidents such as fraud, lost card or stolen cards is fully described and meets CTDOL requirements.
- g) Bidder procedures to address UI related questions and means to refer claimant to CTDOL is fully described and meets CTDOL requirements.

Bank Account evaluation

Positive Pay service and related processes

Stop Payments, Paid Inquiry, and FTP of Paid Check records

- a) Processes to: place; cancel; query; and confirm stop payments.
- b) Processes to: query about; obtain images of; and receive paid check records
- c) Paid check records provided coincide with weekly or end of month (if month ends in mid week) Bank Statements

Account Reconciliation

- a) Reconciliation process
- b) Speed of reconciliation
- c) Reports: account summary, daily paid, miscellaneous debit and credit, reconciliation statement

Images / Check truncation

- a) Check image processes
- b) Check truncation procedures & image retention.

Check Cashing Requirements (i.e. types of identification required for customers and non-customers)

Bank Statements

- a) Weekly or end of month Bank Statements and their availability
- b) Daily paid checks are summarized as list post item

Account Activity and Balances reports

- a) Previous day detail and summary reports and their availability
- b) Access to current day detail and summary reports

Income / Expense Analysis reports

On-line system for Reports, Queries, Transaction Searches, Initiating Electronic Payments, Reviewing and Releasing Positive Pay Exceptions, Placing Stop Payments etc.

Wire Payments to IRS and others

- a) Bidder provides capabilities to initiate Wire Transfers to the Internal Revenue Services for tax payments and to others
- b) Confirmation/release process for wire transfers

ACH Credit for Payments to CT Department of Revenue Services and Child Support Processing Agency

- a) Capabilities to make ACH Credits (with accompanying data) through the ACH system
- b) Confirmation/release process for transmitted ACH files

Lockbox evaluation

Check processing
Document processing

Quality of General Services Provided by Bidder

Disaster Recovery and Business Continuity

- a) Bidder's comprehensive and tested disaster recovery and business continuity plan, including but not limited to: provisions to ensure no interruption of services, loss of documents, or loss of data; backup system to continue daily operations; periodic testing; updates at no cost to CTCOL is required by state or federal requirements; maintenance, testing and updating of plan; maintenance of a fully redundant telecommunications network; ability to ensure uninterrupted services to Claimants; and participation in periodic testing conducted by CTDOL.

Confidentiality and Security

- a) Bidder's ability to keep confidential and secure, all data and documents furnished to the Bidder by CTDOL, including but not limited to: employer reported data; unemployment compensation data; claimant direct deposit account information; and claimant debit card information.

Miscellaneous

- a) Ability to comply with all terms of the RFP no later than ninety (90) days from the Contract award.
- b) Data archiving and retrieval procedures. Ability to retain and produce records and provide testimony.

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 and BIDDER CONTRACT COMPLIANCE MONITORING REPORT:

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>

In addition, you are required to complete the questions on the BIDDER CONTRACT COMPLIANCE MONITORING REPORT. Please complete the form, and notarize where indicated. We request that you complete Part IV (Bidder Information Report) for the current year and each of the 2 prior reporting periods (**for a total of 3 years of data**).

B. Attachment B NONDISCRIMINATION BASED ON CIVIL UNION STATUS: Public Act 07-245 expands the definition of the term "marital status" within the anti-discrimination provisions of the Connecticut General Statutes to include "civil union status". Public Act 07-142 requires any entity or individual entering into a contract with the state to provide "documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty" under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

The Connecticut Attorney General has stated that his office will not approve any contract entered into by the state unless it is accompanied by a **CERTIFICATION**, evidencing compliance with the new requirements, which must be executed by an authorized signatory on behalf of corporate or business entities. **We are asking at this time for your firm to provide us with a written statement that if your firm is selected, you will provide the Office of the Treasurer with an executed certification document and copy of the requisite board resolution. A firm that cannot provide the requested written statement will be eliminated from further consideration.**

A sample **CERTIFICATION** form is attached as Attachment B.

C. Attachment C EMPLOYMENT PRACTICES INFORMATION:

The information requested expands on the information provided in Attachment A, 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. §3-13j:

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

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

In addition, you must report on this affidavit any "consulting agreement" entered into in connection with this contract, pursuant to the requirements of 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, Bidder, 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 Bidder 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 Bidders to complete a Gift Certification when the contract is executed, regardless of the value of the proposed contract. Please complete the affidavit, and notarize where indicated. You are required to perform the necessary inquiry to enable you to complete this affidavit.

F. Attachment F CORPORATE CITIZENSHIP:

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

G. Attachment G NOTICE OF CERTAIN LEGAL PROCEEDINGS:

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

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), 9-612(f), as amended by Public Act 07-1. In addition, on and after December 31, 2006 state law prohibits certain individuals from making or soliciting contributions on behalf of candidates for statewide office or the General Assembly. 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 NOTICE TO STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN.

Pursuant to Conn. Gen. Stat. § 9-612(g) and (h), as amended by Public Act 07-1, all state agencies are required to provide a Notice to their Prospective State Contractors, informing them of (1) the ban on campaign contributions to and solicitation of contributions on behalf of candidates for statewide elective office, (2) their duty to inform their principals of the law, and (3) the possible consequences of violation of the law. The Notice is Attachment I, hereto. An authorized signatory of the firm must acknowledge receipt of the State Elections Enforcement Commission's Notice (Attachment I) as indicated.

J. Attachment J 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 for the preceding 3 year period and notarize where indicated.

K. Attachment K CONFLICTS OF INTEREST:

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

Links to Statutes

Conn. Gen. Stat. § 1-79 <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. Public Act 05-287 sec. 51 <http://www.cga.ct.gov/2005/ACT/PA/2005PA-00287-R00SB-00096-PA.htm>

Conn. Public Act 07-1 <http://www.cga.ct.gov/2007/ACT/PA/2007PA-00001-R00SB-01112-PA.htm>

Conn. Public Act 07-142 <http://www.cga.ct.gov/2007/ACT/PA/2007PA-00142-R00SB-01106-PA.htm>

Conn. Public Act 07-245 <http://www.cga.ct.gov/2007/ACT/PA/2007PA-00245-R00SB-01447-PA.htm>

Legal and Policy Attachments

Attachment A	CHRO – Contract Compliance Regulations Notification to Respondents
Attachment B	Nondiscrimination Certification
Attachment C	Employment Practices Information
Attachment D	Affidavit of Third Party Fees and Disclosure of Consulting Agreements
Attachment E	Treasury Gift Affidavit
Attachment F	Corporate Citizenship
Attachment G	Notice of Certain Legal Proceedings
Attachment H	Campaign Contribution Certification Form
Attachment I	Notice re: Campaign Contribution and Solicitation Ban (SEEC Form 10)
Attachment J	Anti-Terrorism
Attachment K	Conflicts of Interest

ATTACHMENT A
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS

NOTIFICATION TO RESPONDENTS

(Revised 09/17/07)

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 Respondents, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” 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 Respondent’s qualifications under the contract compliance requirements:

- (a) the Respondent’s success in implementing an affirmative action plan;
 - (b) the Respondent’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
 - (c) the Respondent’s promise to develop and implement a successful affirmative action plan;
 - (d) the Respondent’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 Respondent’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.
-

INSTRUCTIONS AND OTHER INFORMATION

The following RESPONDENT 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 Respondents 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 Respondent's □ 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.

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.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

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, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

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 operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Respondent 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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A. RESPONDENT CONTRACT COMPLIANCE MONITORING REPORT

PART I - Respondent Information

Company Name Street Address City & State Chief Executive	Respondent Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Respondent Identification (response optional/definitions on page 1) -Respondent is a small contractor. Yes__ No__ -Respondent 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__
Respondent Parent Company (If any)	- Respondent is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Respondent 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__	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 - Respondent 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__

PART IV - Respondent 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											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PLEASE PROVIDE EMPLOYMENT DATA FOR THE CURRENT YEAR AND EACH OF THE PREVIOUS 2 YEARS. Additional form are attached (following page 5).

PART V - Respondent 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 Experience	
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 RESPONDENT 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)
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PART IV - Respondent 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											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

PART IV - Respondent 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											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

ATTACHMENT B

CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

“I _____ (signer’s name) _____, _____ (signer’s title) _____ of _____ (name of entity) _____, an entity lawfully organized and existing under the laws of _____ (name of state or common-wealth) _____, do hereby certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____, 20__ by the governing body of _____ (name of entity) _____, in accordance with all of its documents of governance and management and the laws of _____ (name of state or commonwealth) _____, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That _____ (name of entity) _____ hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this _____ day of _____, 20__.

By : _____

Print Name:

Title: _____

ATTACHMENT C

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

ATTACHMENT D

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.

**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.

ATTACHMENT E

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

Gift Affidavit

COMPANY NAME: _____ (“Respondent”)

I, _____, am authorized
(name and title)

to submit a 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

ATTACHMENT F

STATE OF CONNECTICUT OFFICE OF THE STATE TREASURER

CORPORATE CITIZENSHIP

COMPANY Name _____ (“Respondent”)

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

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

ATTACHMENT G

STATE OF CONNECTICUT OFFICE OF THE STATE TREASURER

NOTICE OF LEGAL PROCEEDINGS

COMPANY (“Respondent”) _____

I _____ (name and title) hereby represent that:

1. I have the requisite knowledge and authority, and have made any inquiry necessary, to fully, completely and accurately provide the information requested in this affidavit;

2. I have disclosed in the Supplemental Information attached to this affidavit:

- a. any and all material lawsuits, legal or administrative proceedings or governmental investigations, criminal actions or law enforcement activities (including those by federal, state or local authorities, or self-regulatory organizations) or non-routine Securities and Exchange Commission inquiries or investigations relating to Respondent or any of Respondent’s affiliates, including any proceedings to which Respondent, its affiliates, or any of their respective officers, directors or employees is a named party or of which any of such has been the focus, that have occurred in the last five (5) years or that are currently threatened, including whether Respondent or any of its affiliates, or their respective officers, directors or employees has been censured by any regulatory body;
- b. any claim for errors & omissions, fiduciary liability and/or fidelity bond insurance coverage submitted by Respondent, its principals or any of Bidder’s affiliates in the past five (5) years;
- c. any and all ongoing internal investigations of any of Bidder’s officers, directors or employees, giving specific attention to those persons who would be closely responsible for the products or services sought by the Office of the Treasurer.

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

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

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

Signature

Date

Print name: _____

Title: _____

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

Commissioner of the Superior Court/Notary Public

SUPPLEMENTAL INFORMATION
to Attachment G

Respondent's Name _____

2a.

2b.

2c.

4.

ATTACHMENT H

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

CAMPAIGN CONTRIBUTION DISCLOSURE

COMPANY (“Respondent”) _____

I, _____ (name and title), duly authorized, after diligent inquiry, hereby certify that none of the following have made a contribution to or solicited contributions (1) on behalf of an exploratory committee or candidate committee established or controlled by the State Treasurer for her nomination or election to the Office of the Connecticut State Treasurer or (2) since December 31, 2006, on behalf of an exploratory committee or candidate committee established or controlled by a candidate for statewide office or the General Assembly:

- 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 (or similar positions) of the Respondent’s entity;
- c. An employee of the Respondent’s entity having managerial or discretionary responsibilities with respect to services provided to the Office of the Connecticut State Treasurer;
- d. The spouse or dependent child aged 18 or older of any individuals described in subsections a-c; or
- e. A political committee or political action committee established by the Respondent’s firm or on behalf of an individual identified in subsections a-d.

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

Signature

Print name: _____

Date: _____

Title: _____

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

Commissioner of the Superior Court/Notary Public

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 on page 2):

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.

Receipt acknowledged: _____ (signature) _____ (date)

Print name: _____ Title: _____

Company Name: _____

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.

ATTACHMENT J

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

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

COMPANY (“Respondent”) _____

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, for the three year period up to and including the date of this affidavit;
2. Respondent is not and has not been 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 there under.
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 J 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.

Signature

Date

Print name: _____

Title: _____

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

Commissioner of the Superior Court/Notary Public

ATTACHMENT K

**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 2004 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 K.

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

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

Signature

Date

Print name: _____

Title: _____

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

Commissioner of the Superior Court/Notary Public

PERSONAL SERVICES AGREEMENT

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

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

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

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

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

1. Term

This Agreement shall commence on the Commencement Date, and shall expire on the earlier of (i) [], or (ii) termination by either party as set forth in Section 37 hereof.

2. Definitions

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

- h. "Election Laws" shall mean Section 9-333n(f) and (g) of the Connecticut General Statutes.
- i. "Gift Certification" shall have the meaning set forth in Section 24 hereof.
- j. "Internal Investigation" shall have the meaning set forth in Section 21 hereof.
- k. "Proceeding" shall have the meaning set forth in Section 21 hereof.
- l. "Quarter" shall mean that three-month period ending on March 31, June 30, September 30 or December 31.
- m. "State" shall mean the State of Connecticut.
- n. "State Contracting Standards Board" shall have the meaning set forth in Section 37 hereof.
- o. "State Ethics Code" shall mean Chapter 10 of the Connecticut General Statutes.
- p. "Treasurer" shall mean the then-current Treasurer of the State of Connecticut.
- q. "United States Foreign Corrupt Practices Act" shall mean the United States Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.*

3. **Services to be Provided by the Contractor**

[TO BE DETERMINED]

4. **Compensation of the Contractor**

[TO BE DETERMINED]

5. **Representations and Warranties of the Contractor**

- a. The Contractor represents and warrants that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized and financed to perform such services.
- b. The Contractor represents and warrants that neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will violate any agreement or contractual commitment to which the Contractor is a party or by which it is bound, any law, regulation, order, or any provision of the Contractor's charter documents. The Contractor further represents and warrants that it is not a party to any existing agreement that would prevent the Contractor from entering into and performing this Agreement. For the term of this Agreement, the Contractor agrees not to enter into any other agreement that is in conflict with the Contractor's obligations under this Agreement.
- c. The Contractor represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the state of its organization and has full corporate power and authority to carry on its business as it has been and is currently being conducted.

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

6. Changes in Services

When changes in services are required or requested by the Treasurer, the Contractor shall promptly estimate the monetary effect of such services and so notify the Treasurer. Subject to the terms and conditions set forth in Section 31 hereof, the Contractor shall not implement any changes in service under this Agreement unless such change is first approved by the Treasurer in writing. Unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in services.

7. Labor and Personnel

At all times, the Contractor shall utilize qualified personnel necessary to perform the services under this Agreement. The Contractor shall, if requested to do so by the Treasurer, reassign from the Treasurer's account, within a reasonable period of time, any employee or authorized representative whom the

Treasurer, in her sole discretion, determines is incompetent, dishonest, uncooperative or unable to effectively perform the responsibilities and services required hereunder.

8. Insurance Requirements

- a. Minimum Coverage Requirements. At minimum, the Contractor shall at its sole cost and expense, during the term of this Agreement, procure and maintain in full force and effect the types and minimum limits of insurance coverage specified in this Section 8 against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. In no event shall the Contractor perform work under this Agreement until the required evidence of insurance has been furnished to the Treasurer. All insurance shall be procured from reputable insurers (rated A-, class X or better by A.M. Best & Company) that are approved/admitted to do business in the State of Connecticut or otherwise acceptable to the Treasurer. All insurance required herein, shall be written on an "occurrence" basis and not a "claims-made" basis, and such form shall not have a "sunset clause." Coverage for occurrences happening during the performance of the services provided hereunder shall be maintained in full force and effect under the policy and "tail" coverage for a period of at least two (2) years following termination of the services.
- b. Comprehensive General Liability Insurance: The Contractor shall obtain and maintain occurrence-based commercial general liability insurance or similar coverage with a limit of not less than \$1,000,000 for each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Provided such coverage is readily available in the insurance marketplace, coverage shall be comprehensive and shall not exclude coverage for liability relating to violations of law or reckless misconduct.
- c. Professional Liability Insurance or Miscellaneous Professional Liability Insurance. The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit of not less than \$_____.
- d. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the Treasurer. At the Treasurer's reasonable option, the Contractor shall reduce such deductibles or self-insured retentions, or shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- e. Certification. The Contractor shall certify to the Treasurer in writing upon execution of this Agreement (**Attachment 5**) and, thereafter at least annually, the nature, amount of and carrier of insurance insuring the Contractor against the risks specified, and the indemnification obligations and liabilities of the Contractor contained in this Agreement. Prior to the execution of this Agreement and as requested by the Treasurer, the Contractor shall furnish the Treasurer in writing with proof of its insurance coverage as well as its blanket fidelity bond. In doing so, the Contractor shall furnish the Treasurer with a true and correct copy of (a) the original insurance policies or (b) a Certificate of Insurance that shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the Treasurer. Notices of cancellation, termination and alteration of such insurance or bond shall be delivered to the Treasurer immediately upon receipt by the Contractor.
- f. Cancellations, Modifications, Failures to Maintain, Etc. The Contractor shall not cancel or reduce such coverage as set forth in this Section 8, except upon thirty (30) days prior written

notice to the Treasurer. Notices of cancellation, termination and alteration of such insurance or bond shall be delivered to the Treasurer *via* certified mail immediately upon receipt by the Contractor. If at any time during the term of this Agreement the Contractor fails to obtain or maintain the required insurance, the Treasurer shall have the right to treat such failure as a breach of contract and to exercise all appropriate rights and remedies. Each of the insurance coverages shall provide for a least thirty (30) days prior written notice to be given to the Treasurer in the event coverage is materially changed, canceled or non-renewed.

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

9. Quality Surveillance

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

10. Nondisclosure

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

11. Promotion

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

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

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

12. Confidentiality

All data provided to the Contractor by the Treasurer, the Treasurer's staff or designated representatives, or developed internally by the Contractor with regard to the Treasurer or the State will be treated as proprietary to the State and confidential unless the Treasurer agrees in writing to the contrary in advance. The Contractor agrees to forever hold in confidence all files, records, documents or other information as designated, whether prepared by the State or others, which may come into the Contractor's possession during the term of this Agreement, except where a disclosure of such information by the Contractor is required (whether in the ordinary course of business or otherwise) by another governmental authority to ensure compliance with laws, rules or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, the Contractor will provide advance written notice to the Treasurer of the need for disclosure.

13. Non-Discrimination

- a. As required by C.G.S. Section 4a-60, as amended by State of Connecticut Public Acts 07-142 and 07-245

- i. The Manager agrees and warrants that in the performance of this Agreement such Manager 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 such contractor 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. The Manager further 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 such contractor that such disability prevents performance of the work involved;
 - ii. The Manager agrees, in all solicitations or advertisements for employees placed by or on behalf of the Manager, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - iii. The Manager agrees to provide each labor union or representative of workers with which such Manager has a collective bargaining agreement or other contract or understanding and each Vendor with which such Manager has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities (the "Commission") advising the labor union or workers' representative of the Manager's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - iv. The Manager agrees to comply with each provision of this section and C.G.S. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to C.G.S. Sections 46a-56, 46a-68e and 46a-68f; and
 - v. The Manager agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Manager as related to the provisions of this section and C.G.S. Section 46a-56.
- b. If this Agreement is a public works contract, the Manager 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.
 - c. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent (51 %) or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the 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 C.G.S. Section 32-9n; and "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.
 - d. Determination of the Manager's good faith efforts shall include but shall not be limited to the following factors: The Manager's employment and subcontracting policies, patterns and

- practices; the Manager's affirmative advertising, recruitment and training; the Manager's 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.
- e. The Manager shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 - f. The Manager shall include the provisions of Subsection (a) above 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 Manager 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 C.G.S. Section 46a-56; provided that, if such Manager becomes involved in, or is threatened with, litigation with a subcontractor or Vendor as a result of such direction by the commission, the Manager 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.
 - g. As required by C.G.S. Section 4a-60a, as amended by State of Connecticut Public Acts 07-142 and 07-245:
 - i. The Manager agrees and warrants that in the performance of this Agreement such contractor 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;
 - ii. The Manager agrees to provide each labor union or representative of workers with which such Manager has a collective bargaining agreement or other contract or understanding and each Vendor with which such Manager has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Manager's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - iii. The Manager agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. Section 46a-56; and
 - iv. The Manager agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Manager which relate to the provisions of this section and C.G.S. Section 46a-56.
 - h. The Manager shall include the provisions of Subsection (g) above 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 Manager 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 C.G.S. Section 46a-56; provided that, if such Manager becomes involved in, or is threatened with, litigation with a

subcontractor or Vendor as a result of such direction by the commission, the Manager 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.

- i. In accordance with the foregoing acknowledgements and agreements, attached hereto as **Attachment 6** is a certificate confirming that the Manager has adopted a resolution in support of this Agreement and warranty set forth in Subsections (a)(i) and (g)(i) of this Section.

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

- B. 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

- C. 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

- a. The Contractor acknowledges and agrees that:
 - i. Pursuant to C.G.S. Section 3-13j, 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;
 - ii. The Treasurer requires disclosure of all third-party compensation paid by all Vendors of the Office of the Treasurer on an annual basis; and
 - iii. C.G.S. Section 4a-81 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.
- b. 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").
- c. 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. C.G.S. Section 9-612 (the "Elections Laws") prohibits contributions to or solicitations on behalf of a candidate for the Treasurer of the State of Connecticut. The Contractor covenants not to make any campaign contributions in violation of the Election Laws. The Contractor further represents and agrees that (i) the Contractor, (ii) any and all directors or persons with 5% or greater ownership in the Contractor, (iii) any and all individuals employed as president, treasurer or executive vice president by the Contractor, (iv) any and all officers and employees of the Contractor with managerial or discretionary responsibilities with respect to the State, (v) the spouse or dependent child who is eighteen years of age or older of any of the foregoing, or (vi) a political committee established or controlled by the Contractor or any such individuals, did not during the last election cycle contribute to or solicit contributions on behalf of, and will not (for the term of this Agreement) contribute to, or solicit contributions on behalf of, any exploratory committee or candidate committee established by a candidate for nomination or election to the Office of the Treasurer of the State of Connecticut.
- b. If this Agreement has a value equal to or more than \$50,000 in a calendar year, then the Treasurer hereby notifies the Contractor that, pursuant to the Elections Laws, no principal

- of the Contractor, as defined in the Elections Laws (“Principal”), shall make a political contribution to or solicit a political contribution on behalf of: (i) an exploratory committee or candidate committee established by a candidate for election to any of the following offices of the State of Connecticut: Governor, Lieutenant Governor, Secretary of State, Treasurer, Comptroller, or Attorney General; (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates; or (iii) a party committee (each and together, a “Prohibited Contribution”). If the Contractor or a Principal makes or solicits a Prohibited Contribution, then the Treasurer at her sole discretion may void this Agreement immediately and without notice. If the Contractor or a Principal makes or solicits a Prohibited Contribution and the Treasurer decides not void this Agreement, then this Agreement shall not be amended for that period of time proscribed by the Elections Laws.
- c. For all State contracts as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the Contractor’s authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of such notice. See **Attachment 7**.

20. Code of Ethics

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

21. Notice of Certain Legal Proceedings, Internal Investigations

- a. As of the date hereof, the Contractor shall have provided the Treasurer with a complete and accurate report in writing of any known or threatened (i) lawsuit, legal or administrative proceeding or governmental investigation, examination, complaint, disciplinary action, non-routine Securities and Exchange Commission inquiry or investigation, or other proceeding relating to the Contractor or any of its affiliates (including any proceedings to which the Contractor, its affiliates, or any of their respective officers, directors, principals, members, partners, managers or employees is a named party or of which any of such has been the focus), or of any other lawsuit, legal proceeding or governmental investigation (whether or not the Contractor or its affiliates, or any of their respective directors, officers, managers, or principal is a party thereto, but only to the extent the Contractor has knowledge thereof) relating to or affecting the Contractor’s ability to perform its obligations under this Agreement or involving any investment professional employed by the Contractor who has performed or does perform any services for the Treasurer (each, a “Proceeding”) and (ii) formal internal investigations of the Contractor, or any of its directors, officers, principals, members, partners, managers, investment professionals or employees involved with providing services to the Treasurer under this Agreement relating to or affecting the Contractor’s ability to perform its obligations under this Agreement or involving any investment professional employed by the Contractor who has performed or does perform any services for the Treasurer (each, an “Internal Investigation”).

- b. During the term of this Agreement and to the extent permitted by law, the Contractor agrees to promptly notify the Treasurer in writing of the commencement or existence of any known or threatened Proceeding or Internal Investigation.
- c. During the term of this Agreement and to the extent permitted by law, the Contractor agrees to promptly provide the Treasurer with any and all information reasonably requested by the Treasurer in response to disclosure made pursuant to this Section 21.
- d. During the term of this Agreement and to the extent permitted by law, the Contractor shall promptly inform the Treasurer in writing of any material changes in the status of any pending Proceeding or Internal Investigation previously disclosed hereunder, and shall promptly update any information previously disclosed to the Treasurer related to any such Proceeding or Internal Investigation.

22. Compliance; Duty to Update

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

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

23. Equal Opportunity and Diversity

- D. 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.
- E. 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.

F. The Contractor must complete and submit **Attachment 3**. The Contractor further represents and warrants that the information disclosed on the sworn affidavit attached hereto as **Attachment 3** is accurate and complete as of the date of this Agreement. During the term of this Agreement, the Contractor agrees to furnish the Treasurer with updated and accurate disclosure no later than December 31 of each year.

24. **Gift Certification**

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

25. **Foreign Assets Control Regulations; Anti-Terrorism Order**

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

26. **Foreign Corrupt Practices Act**

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

27. **Pay-to-Play**

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

28. **Restrictions**

K. Intentionally omitted.

29. **Boycott Participation**

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

30. **Entire Agreement; Integration; Amendments**

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

31. **Notices**

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

TREASURER: Office of the Treasurer
State of Connecticut
55 Elm Street
Hartford, CT 06106

Telephone: (860) 702-
Fax: (860) 702-

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

CONTRACTOR:

Telephone:

Fax:

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

32. Governing Law; Jurisdiction; Venue

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

33. Discovery of Conflicts, Errors, Omissions and Discrepancies

- a. In the event of any conflict between the provisions of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.
- b. In case of conflicts, discrepancies, errors or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by the Contractor to the Treasurer for clarification. The Treasurer shall issue such clarification within a reasonable period of time. This remedy shall not be deemed exclusive and the Contractor does not waive any of its legal or equitable remedies. Any services affected by such conflicts, discrepancies, errors or omissions which are performed by the Contractor prior to clarification by the State shall be at the Contractor's risk.

34. Non-Waiver

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

35. Survival

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

36. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that neither the State nor the Treasurer shall be construed to have waived any rights or

defenses of sovereign immunity, which the State or the Treasurer may have with respect to all matters arising out of this Agreement. The Treasurer hereby reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution, and no waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by the Treasurer's entry into this Agreement, by any express or implied provision of this Agreement, or by any actions or omissions to act of the State or the Treasurer, or any representative or agent of either the State or the Treasurer, whether taken pursuant hereto, prior to or after the Treasurer's entry into this Agreement.

37. Termination

The parties mutually agree, that either may terminate this Agreement upon thirty (30) days' written notice delivered to the other by certified or registered mail to the addresses provided in Section 31 hereof. Following the delivery of any notice of termination hereunder, the Contractor shall perform all of its obligations hereunder in good faith as directed by the State and will cooperate fully with the State in taking all necessary or appropriate steps in order to effectuate the orderly transfer of management functions to third parties designated by the State.

38. Assignment

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

39. Severability

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

40. Applicable Executive Orders of the Governor

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

- f. This Agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order Number Sixteen.
- g. The parties agree to abide said Executive Orders, and agree that, with respect to Executive Orders Three and Seventeen, the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until performance is completed, or until this Agreement is terminated prior to completion.

41. Successor and Assigns

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

42. Miscellaneous Provisions

- a. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not: (i) permit the filing of liens against the State; (ii) obligate the State to indemnify or hold Contractor harmless in any way; (iii) obligate the State to be subject to binding arbitration (iv) provide that this Agreement is expired or terminated. Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a contract that: (i) permits the filing of liens against the State; (ii) obligates the State to indemnify or hold Contractor harmless in any way; (iii) obligates the State to be subject to binding arbitration, or (iv) provides that this Agreement is expired or terminated is null, void, unenforceable and hereby stricken from this Agreement.
- b. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Personal Service Agreement entered into by the Treasurer for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b). Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a contract for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b) is null, void, unenforceable and hereby stricken from this Agreement.
- c. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not concern or in any way relate to tangible personal property as contemplated by C.G.S. Section 12-411b. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to tangible personal property as contemplated by C.G.S. Section 12-411b is null, void, unenforceable and hereby stricken from this Agreement.
- d. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not funded by and does not concern or in any way relate to a state grant as contemplated by C.G.S. Section 7-396a. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to a state grant as contemplated by C.G.S. Section 7-396 a is null, void, unenforceable and hereby stricken from this Agreement.
- e. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Large Construction or Procurement Contract as contemplated by and defined in Public Act No. 05-287. Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a Large Construction or Procurement Contract as contemplated by and defined in Public Act No. 05-287 is null, void, unenforceable and hereby stricken from this Agreement.

- f. It is the Treasurer’s express policy to never intentionally assign or allocate, in whole or in part, to any person or contractor, any Governmental Function of the Office of the Treasurer—as defined by Chapter 14 of the C.G.S. and contemplated by C.G.S. Section 1-218. If, however, (a) this Agreement has a value greater than or equal to Two Million Five Hundred Thousand Dollars (\$2,500,000) and (b) the State Freedom of Information Commission makes a final determination that this Agreement is a contract for the performance of a Governmental Function, then this Agreement shall be subject to the provisions of C.G.S. Section 1-218, as may be modified from time to time. Accordingly the Treasurer shall be entitled to receive a copy of the Contractor’s records and files related to its performance of such Governmental Function, and such records and files shall be subject to the State of Connecticut Freedom of Information Act, C.G.S. Sections 1-1-200 et seq. No request to inspect or copy such records or files pursuant to the Freedom of Information Act shall be valid unless the request is made to the Office of the Treasurer in accordance with the provisions set forth in the State of Connecticut Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of C.G.S. Sections 1-205 and 1-206.
- g. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge and agree that this Agreement does not concern or in any way relate to the Health Insurance Portability and Accountability Act of 1996. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to the Health Insurance Portability and Accountability Act of 1996 is null, void, unenforceable and hereby stricken from this Agreement.
- h. In the event of any conflict between the provisions of this Section of this Agreement (“Miscellaneous Provisions”) and the provisions of any other Section of this Agreement, the provisions of this Miscellaneous Provisions Section of this Agreement shall override and control.

43. Headings

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

44. Further Assurances

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

45. Counterpart Originals

This Agreement may be executed in any number of counterparts, each of which shall be an original, but which, taken together, shall constitute one and the same instrument.

[Signature Page Follows]

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

[CONTRACTOR]

TREASURER

STATE OF CONNECTICUT

By: _____

By: _____

Title:

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.

EXHIBIT A

- III. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance 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

EXHIBIT A

agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

- VIII. The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive 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 superseded 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.

EXHIBIT A

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.

EXHIBIT B

- 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.
- 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.

EXHIBIT B

Thomas J. Meskill
Governor

Filed this 15th day of February 1973.

Harry Hammer
Secretary Of The State (Deputy)

EXHIBIT C

State of Connecticut

By His Excellency

John G. Rowland

Governor

Executive Order No. Sixteen

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

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

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

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

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

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

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

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

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

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

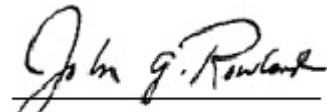
Violation of the above reasonable work rules shall subject the employee to disciplinary

EXHIBIT C

action up to and including discharge.

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

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



JOHN G. ROWLAND, Governor

Filed this 4th day of August, 1999.

SUSAN BYSIEWICZ, Secretary of the State



Attachment 1



Disclosure of Known and/or Potential Conflicts of Interest

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

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:

3. I am over eighteen (18) years of age and believe in the obligations of an oath.
4. _____ (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 PAYEE²

(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

² 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
- (6) 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:

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

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

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

Attach additional pages as necessary.

Attachment 2

Affidavit of Third Party Fees: Instructions

- Any person or entity wishing to do business with the State Treasurer must disclose in writing any payment or receipt of third party fees, or agreement to pay or receive third party fees attributable to the contract. This disclosure requirement, which is imposed by Conn. Gen. Stat. § 3-13j for investment services contracts, has been extended by the Treasurer, as a matter of public policy, to all Treasury contracts. The following links will provide useful guidance on the types of payments that must be reported and those fees that are impermissible under Conn. Gen. Stat. §3-13l:

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

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

- In addition, you must report on this affidavit any “consulting agreement” entered into in connection with this contract, pursuant to the requirements of P.A. 05-287, sec. 51. “Consulting agreement” means “any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, Vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted.” If the consultant identified is a former Connecticut public official or state employee, you must also report the former agency of such consultant and his/her employment termination date.
- Please provide the requested information, and notarize where indicated. If you have no fees or agreements to report, please insert “none” on the affidavit.

Attachment 3



**EMPLOYMENT INFORMATION FORM
OFFICE OF THE STATE TREASURER**

**WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT
FOR THE YEAR ENDING
September 30, 200__**

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

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

Certifying Official:

Type Name and Title _____
 _____ Telephone _____

Signature _____

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

Attachment 3

Notary Public/Commissioner of the Superior Court

Attachment 4



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

Gift Certification

I, Type/Print Name, Title and Name of Firm or Corporation, am authorized to execute the attached contract on behalf of the Name of Firm or Corporation (the "Contractor"). I hereby certify that between mm/dd/yy [planning date] and the date of the execution of the attached contract that neither I, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the Office of the State Treasurer who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the Office of the State Treasurer.

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

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

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

Signature

Date

Sworn and subscribed before me on this

day of ,200__

Commissioner of the Superior Court
Notary Public

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

Commissioner of the Superior Court/
Notary Public



Attachment 5

INSURANCE CERTIFICATION

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

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

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

Print Name:

Date

Title:

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

Notary Public

Attachment 6

OFFICE OF THE ATTORNEY GENERAL

CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

“I _____, _____ of
(Name) (Title)

_____, an entity lawfully organized and existing
(Name of Entity)

under the laws of _____,
(Name of State or Common-wealth)

do hereby certify that the following is a true and correct copy of a resolution adopted on the
_____ day of _____, 20____ by the governing body of _____,
(Name of Entity)

in accordance with all of its documents of governance and management and the laws of

_____, and further certify that such resolution has not
(Name of State of Commonwealth)

been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That _____ hereby adopts as its policy to
(Name of Entity)
support the nondiscrimination agreements and warranties required under Connecticut General
Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections
9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this _____ day of
_____, 20____.

By : _____
(Print Name)

Title: _____

Attachment 5

SEEC FORM 10

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 on page 2):

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.

Receipt acknowledged: _____ (signature) _____ (date)

Print name: _____

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Title: _____

Company Name: _____

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

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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.

Addendum #1
CT DOL Documents
Added January 2, 2009

<u>Forms to be Keyed</u>	Description	Doc Prep	Batch Size	Format Type
UC-2	Form reports tax calculation for employer. May be Current or delinquent Quarters.	These forms are sorted by BOA and batched by DOL.	Approximately 50 Employers/batch	UC-2
UC-2 Mag / Int.	Reports payments for current quarter filings. These forms are sorted by BOA and batched by DOL.	These forms are sorted by BOA and batched by DOL.	Approximately 50 Employers/batch	UC-2
UC-11	These forms are used to remit payments on primarily delinquent balances. This would also include payment remitted with correspondences rather than the actual form.	These forms are sorted by BOA and batched by DOL.	Approximately 50 Employers/batch	UC-2
UC-918	This form is completed by DOL Revenue Examiners to remit payments. These can be either delinquent or current quarter payments.	These forms are sorted by BOA and batched by DOL.	Approximately 50 Employers/batch	UC-2
UC-405	These forms are completed by DOL Auditors. They can be used to file an original return, supplement or reduce an existing return. There can be several quarters reported on a single form.	These forms are sorted and batched by DOL.	Approximately 50 Employers/batch	UC-2
UC-30	Used to credit refunds on employers accounts. Completed by DOL Cashier Unit staff.	These forms are sorted and batched by DOL.	Minimal use; 1 or 2/batch	
UC-2R	These forms are used to report Total Gross wages by "Reimbursable" method employers. These are generally 501(3) (c.) employers.	These forms are sorted by BOA and batched by DOL.	Approximately 50 Employers/batch	UC-2R
UC-2R SUPP UC-2R Reduc	These forms are used to either supplement (UC-2R Supp) or reduce (UC-2R Reduc) the total gross wages as reported on a previously filed UC-2R. This is not very common.	These forms are sorted and batched by DOL.	No data. Relatively new forms and very minimal use	UC-2R UC-2R

UC-5A/5R	Used to report quarterly employee wage information. Can be a single sheet or multiple sheets.	These forms are sorted and batched by DOL.	Current Quarter: Single Sheets/40 Employers; Multiple sheets/15 employers. Historical Quarters: single sheets/25 employers; multiples/ 15 employers	UC-5A
UC-536	This form is completed by DOL Auditors. It can be used to file original wage information or add, delete, increase or reduce individual wage records previously filed.	These forms are sorted and batched by DOL.	Not batched separately. Included in the appropriate UC-5A batch	UC-5A
UC-5 Corr	This form is used to correct individual wage records that were previously filed. It can either supplement, reduce or delete individual wage records for a specific quarter/year	These forms are sorted and batched by DOL.	Approximately 20 Employers	UC-5A

Form Volumes (2nd Qtr of 2007 Experience)

	<u># of Forms per Quarter</u>	<u>Expected annual volume</u>	<u>Est. Avg. Key strokes per record</u>	<u>Est. Avg. Key strokes per form</u>
<u>UC-2 *</u>	56,902	227,608	44	44
<u>UC-2R</u>	367	1,468	30	30
<u>UC-5A**</u>	32,322	129,288	29	216
<u>UC-5C</u>	1,455	5,820	37	135
<u>UC-103C</u>	46	184	23	23

* Includes Forms UC-2, UC-2MAG and Internet vouchers, UC-918, UC-405 and UC-30
54% of this monthly volume occurs within the two (2) weeks of after the due date of each quarter. (See table to right for volume per week information)

** includes both current quarter and delinquent quarters. 54% of this monthly volume occurs within the three (3) weeks of after the due date of each quarter. (See table to right for volume per week information)

Historic Volumes

<u>Year</u>	<u>Total number of employers</u>	<u>% Change</u>	<u>Number of employers Filed paper 4th Qtr.</u>	<u>% Change</u>
2003	96,909		N/A	
2004	97,530	0.64%	48,097.00	
2005	98,283	0.77%	43,793.00	-9.83%
2006	99,338	1.07%	38,489.00	-13.78%
2007	100,110	0.78%	35,804.00	-7.50%
Average % Change per year		0.82%		-10.37%
Total % Change from 2004-2007		2.65%		-25.56%

Projected Volumes

Expected rate of increase in number of employers	1.00%
Expected rate of change in number of paper filers	-5.00%

2008	101,111	34,014
2009	102,122	32,313
2010	103,143	30,697
2011	104,175	29,163
2012	105,217	27,704

Our experience shows that from 2003 through 2007, the employer base has risen approximately 1% per year. Although, the number of employers has risen, the number of those employers that file paper returns has steadily decreased for the same time period. We believe that this trend will continue as new applications for filing are brought on line and enhancements are made to the existing online filing applications. While a double digit percentage decrease may not be attainable, a modest 5% annual decrease is more likely. This decrease in volume would obviously result in a decrease in key edit costs over the next 5 years. At least some of these savings would be given back due to the cost of image scanning, which we are not incurring at this time. Even though this will be an additional cost, it should also be decreasing due to the reduction in the number of forms needing to be imaged and this will allow the Tax Division to better utilize existing staff.

Master UC-2 Batch Control Record

<u>Data Name</u>	<u>Picture Clause</u>	<u>Positions</u>	<u>Example</u>	<u>Comments</u>
Filler	X(07)	01-07	[spaces]	Always send seven spaces
Batch Numer	9(05)	08-12	30174	Keyed from "Batch NO." Filed of paper batch header
Sequense Number	9(05)	13-17	00000	Always send five zeros
Batch remittance Total	S9(10)v099	18-29	123456789012	Keyed from "Total Contribution \$" field of paper batch header. If field is blank or a zero, key twelve zeros. If "As OF" field of paper batch header has a date, key that date. If not, key the date from the "Date:" filed of paper batch header
Batch processed date	9(06) MMDDYY	30-35	43007	header
Filler	X(135)	36-170	[spaces]	Always send 135 spaces.

Master UC-2 Detail Record

<u>Data Name</u>	<u>Picture Clause</u>	<u>Positions</u>	<u>Example</u>	<u>Comments</u>
ERN	9(07)	01-07	9475238	Keyed from individual record
Batch Number	9(05)	08-12	30147	Imported from Batch Control Record
Batch Sequence	9(05)	13-17	00125	Start with "1" and count each record
Year	9(05)	18-19	07	<i>Varies by batch title</i>
Quarter	9(02)	20	3	<i>Varies by batch title</i>
Total Wages	9(01)	21-32	000006789012	<i>Varies by batch title</i>
Excess Wages	S9(10)v99	33-44	000000009012	<i>Varies by batch title</i>
Taxable Wages	S9(10)v99	45-55	00005678901	<i>Varies by batch title</i>
Gross Cotributions due	S9(09)v99	56-66	00000000000	<i>Always send eleven zeros</i>
Prior Credit Amount	S9(09)v99	67-77	00000000000	<i>Always send eleven zeros</i>
Net Contributions Due	S9(08)v99	78-87	0000000000	<i>Always send ten zeros</i>
Interest Due	S9(08)v99	88-97	0000000000	<i>Always send ten zeros</i>
Penalty Due	S9(09)v99	98-108	00000000000	<i>Always send eleven zeros</i>
Remmittance	S9(09)v99	109-119	00005678901	<i>Varies by batch title</i>
Employment Month 1	X(06)	120-125	003456	<i>Varies by batch title</i>
Employment Month 2	X(06)	126-131	023456	<i>Varies by batch title</i>
Employment Month 3	X(06)	132-137	123456	<i>Varies by batch title</i>
Filler	X(06)	138-143	[Spaces]	Always send six Spaces
Process Date	9(06)	144-149	043007	Imported from Batch Control Record
UC-2 Return Type	9(01)	150	1	<i>Varies by batch title</i>
Source	X(02)	151-152	[Spaces]	Always send two Spaces
Penalty Switch	X(01)	153	0	<i>Varies by batch title</i>
Filler	X(17)	154-170	[Spaces]	Always send seventeen spaces

REV (11/09/05)

PLEASE READ THE INSTRUCTIONS

Do not staple anything to this page

EMPLOYER CONTRIBUTION RETURN
Form Conn UC-2

Qtr. 3/07

CONNECTICUT DEPARTMENT OF LABOR
EMPLOYMENT SECURITY DIVISION
P. O. BOX 2940
HARTFORD, CT 06104-2940
(860)263-6470

ENTER AT RIGHT A COUNT OF ALL FULL-TIME AND PART-TIME WORKERS IN COVERED EMPLOYMENT WHO PERFORMED SERVICES DURING OR RECEIVED PAY FOR THE PAYROLL PERIOD WHICH INCLUDES THE 12TH OF THE MONTH. IF NO EMPLOYMENT IN THE PAYROLL PERIOD, ENTER ZERO.

1ST MONTH	2ND MONTH	3RD MONTH

Dollars Cents

- Total gross wages paid to all employees for work performed in Connecticut this quarter.
- Total wages paid within this quarter to each employee in excess of 15,000 for the current calendar year. (This amount cannot be greater than line 1)
- Total taxable wages (line 1 minus line 2) (This amount cannot be less than zero)

X	.0610

- Contribution rate 6.1% office use only
- Amount of contribution (contribution rate X line 3)
- Add Late Filing Fee of twenty-five dollars (\$25). If applicable.
- Add interest at 1% per month times (X'S) the number of months. If applicable
- Add penalty of ten percent (10%) or fifty dollars (\$50) whichever is greater. If applicable
- Amount of remittance enclosed with this return. Write your employer registration number on your check made payable to: Administrator Unemployment Compensation.

REGISTRATION NO.	FEDERAL IDENTIFICATION NO.	REPORT PERIOD	
		QTR	YR
		3	07
LIABILITY DATE	SUC.	NOTIFICATION DATE	DUE DATE
10/01/83		03/01/84	10/31/07

All liable Connecticut employers must file this form by the last day of the month following each calendar quarter.

I, a duly authorized representative of the employer, certify that the information reported herein is true and correct.

SIGNATURE TITLE DATE PHONE #

IMPORTANT

Internet or Telephone Filing

- We encourage you to file your return and pay via the Internet at <https://wage.ctdol.state.ct.us>. This system will save you time in preparing your return. The names and social security numbers of the employees you reported last quarter will already be listed. You can also pay via electronic funds transfer, and you can report address or other changes at the same time. The password necessary to file is on Form UC-5A (enclosed).
- If you had no employees and paid no wages this quarter, you may file your return by calling (860) 566-1018 or (203) 248-4270.



INSTRUCTIONS

- This quarterly return is a two-page form. You must utilize our approved wage listing form UC-5A (enclosed).
- Please do not staple anything to this page.
- Questions relating to this form should be directed to the Cashiers Unit at (860) 263-6470.
- Questions relating to your contribution rate should be directed to the Merit Rating Unit at (860) 263-6705.
- Send your check, UC-2 and UC-5A in the enclosed envelope or send it to the address listed in the top left corner.

We will automatically subtract prior outstanding credits from the amount of contribution due. (over)

UC-2 INT

FORM CT UC-2 INT (Rev. 7/01)

Qtr. 3 / 2007

Form to be submitted by Internet Filers only. Questions relating to this voucher should be directed to:
(860) 263-6470

State of Connecticut
Department of Labor
Employment Security Division
P.O. Box 2940
Hartford, Connecticut 06104-2940

(860) 263-6470

The wage base for the current calendar year is:
\$15,000.00

Your contribution rate is: 0.012 or 1.200%

Interest is calculated at 0.010 or 1.000% per month times (X's) the number of months the payment is late.

A Failure to File Fee of twenty five dollars (\$25) is assessed on returns that are not filed by the due date.

A penalty of ten percent (10%) or fifty dollars (\$50), whichever is greater, is imposed if payment is filed beyond 30 days of the due date.

Registration No.	Federal Identification No.	Report Period QTR	YR
<input type="text"/>	<input type="text"/>	3	2007
Liability Date	SUC	Notification Date	Due Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	10/31/2007

Amount of Remittance enclosed with this voucher

All liable Connecticut employers must file this voucher by the last day of the month following each calendar quarter.

I, a duly authorized representative of the employer, certify that the information reported herein is true and correct.

Signature Title Date Phone #

Make check payable to "Administrator, Unemployment Compensation" and return only this voucher with your payment in the envelope supplied with your employer contribution return or to P.O. Box 2940, Hartford, CT 06104-2940. Include your Employer Registration Number on the check.

UC-2 MAG

FORM CT UC-2MAG
REV 4/20/07

MAGNETIC PAYMENT VOUCHER

Qtr.

PASSWORD

This is a **payment voucher not** a Contribution Return. It is to be completed only by Magnetic Media filers who submit payment by check. If you have any questions regarding this form, please contact the Tax Automation/Wage Processing Unit at (860) 263-6375. Please note: you can make payment via Electronic Funds Transfer (ACH Debit) at <https://wage.ctdol.state.ct.us>. You do not have to mail this form if payment is made online, or if your payroll service makes payment on your behalf. (For check payments see instructions below).

A Failure to File Fee of twenty five dollars (\$25) is assessed on Employer Contribution Returns and/or Employee Quarterly Earnings Reports that are not filed by the due date. (Maximum \$25 per quarter)

Interest is calculated at 1% per month times (X's) the number of months the payment is late.

A penalty of ten percent (10%) or fifty dollars (\$50), whichever is greater, is imposed if payment is filed beyond 30 days of due date.

REGISTRATION NO.	C.B.	FEDERAL IDENTIFICATION NO.	REPORT PERIOD QTR	YR
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
LIABILITY DATE	SUC	NOTIFICATION DATE	DUE DATE	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	

If paying by check, payment and voucher must be filed by the last day of the month following each calendar quarter.

AMOUNT OF REMITTANCE ENCLOSED WITH THIS VOUCHER

SIGNATURE TITLE DATE PHONE #

IMPORTANT INFORMATION- PLEASE READ BEFORE MAILING

- If your payroll service files and pays your employer contribution return for you, or if no payment is due, please make note of your registration number and password. You may then disregard this voucher (For more information regarding this form, see www.ctdol.state.ct.us/uitax/FAQs.html).
- Make check payable to "Administrator, Unemployment Compensation" and send in the enclosed envelope with this voucher to DEPARTMENT OF LABOR, P.O. BOX 2940, HARTFORD, CT 06104-2940.
- DO NOT attach or enclose ANY other documentation with this voucher and your check.
- If you need your current unemployment tax rate or need to file a zero wage return, please call (860) 566-1018 or (203) 248-4270. You may need your registration number and password that appear on this form to access information.

Mail physical media to the attention of the "TAX AUTOMATION & WAGE PROCESSING UNIT" at the address below.

If there are any changes to this account (business changed mailing address, closed or changed hands in part or in full) please record the change at <https://wage.ctdol.state.ct.us/index.asp>. You will need your registration number and password located on the top right of this form. If you do not have access to the internet, you can mail your change to the attention of the "Employer Status Unit", at the address below. Be sure to include your business name and employer registration number.

Department of Labor
200 Folly Brook Blvd.
Wethersfield, CT 06109

Questions related to your Magnetic Media should be directed to the Tax Automation & Wage Processing Unit at



UC-2CORR

FORM CONN. UC-2
(CORR R. 8/99)

**CORRECTION OF
EMPLOYER CONTRIBUTION RETURN**

QUARTER _____ YEAR _____

CONNECTICUT DEPARTMENT OF LABOR
P.O. BOX 2940
HARTFORD CT 06104-2940
Tel: (860) 263-6470

EMPLOYER TRADE NAME _____ CONN. REG. NO. _____

NAME OF OWNER, PARTNERS OR CORPORATE NAME _____

ADDRESS _____

	COLUMN A	COLUMN B	COLUMN C	COLUMN D
1. CONTRIBUTION RATE % See original return filed for contribution rate.	ORIGINAL RETURN Enter below amt reported on original return for corresponding item	CORRECTED RETURN	INCREASE Difference between Column A and Column B when Column B is larger	DECREASE Difference between Column A and Column B when Column B is smaller
2. TOTAL GROSS WAGES PAID TO ALL EMPLOYEES FOR WORK PERFORMED IN CONNECTICUT THIS QUARTER				
3. TOTAL GROSS WAGES PAID DURING THIS QUARTER TO EACH EMPLOYEE IN EXCESS OF THE LIMITATION FOR THE CALENDAR YEAR.				
4. TOTAL TAXABLE WAGES—ITEM 2 MINUS ITEM 3). ENTER DIFFERENCE BETWEEN COL. A AND B IN COL. C OR D.				
5. CONTRIBUTION OR CREDIT DUE: SEE INSTRUCTIONS				
6. IF INCREASE IN CONTRIBUTIONS DUE ITEM 5) ENTER INTEREST DUE IN COLUMN C. SEE ORIGINAL RETURN FOR INTEREST RATE.				XXXXXXXXXXXX
7. TOTAL ADDITIONAL AMOUNT DUE — SUM OF ITEMS 5) AND 6). MAKE CHECK PAYABLE TO "ADMINISTRATOR, UNEMPLOYMENT COMPENSATION".				XXXXXXXXXXXX

8. EXPLAIN REASON FOR CORRECTION _____

9. SIGNED _____ TITLE _____ PHONE NUMBER () _____ DATE _____



STATE OF CONNECTICUT
 DEPARTMENT OF LABOR, ESSD
 P. O. BOX 2940
 HARTFORD, CT 06104-2940
STATEMENT OF ACCOUNT

IN REPLY, REFER TO
 DELINQUENT ACCOUNTS UNIT
 Tel. Wethersfield (860) 263-6185

PASSWORD

Note: Please pay this bill online
 @ <https://wage.ctdol.state.ct.us>
 (Use password above)
 Otherwise, submit this entire bill with
 your check payable to "Admin. LLC".
 SEPTEMBER 20, 2007

Amount Enclosed \$.....

**IMPORTANT: Place Employer
 Reg. No. on Check**

ITEM	QTR/YR	CONTRIBUTIONS	PENALTY	INTEREST	LATE FILE FEE	AMOUNT DUE
BALANCE DUE	4 03	\$315.00	\$50.00	\$22.05	\$0.00	\$387.05
BALANCE DUE	1 04	\$120.00	\$50.00	\$5.40	\$0.00	\$175.40
BALANCE DUE	2 04	\$120.00	\$50.00	\$5.40	\$0.00	\$175.40
BALANCE DUE	3 04	\$120.00	\$50.00	\$5.40	\$0.00	\$175.40
BALANCE DUE	4 04	\$360.00	\$50.00	\$25.20	\$25.00	\$460.20
BALANCE DUE	1 05	\$135.00	\$50.00	\$9.45	\$0.00	\$194.45
BALANCE DUE	2 05	\$135.00	\$50.00	\$9.45	\$0.00	\$194.45
BALANCE DUE	3 05	\$135.00	\$50.00	\$9.45	\$0.00	\$194.45
BALANCE DUE	4 05	\$405.00	\$50.00	\$28.35	\$25.00	\$508.35
BALANCE DUE	1 06	\$145.00	\$50.00	\$10.15	\$0.00	\$205.15
BALANCE DUE	2 06	\$145.00	\$50.00	\$10.15	\$0.00	\$205.15
MISSING QTR.,	3 06				\$25.00	\$25.00
BALANCE DUE	4 06	\$435.00	\$50.00	\$30.45	\$25.00	\$540.45
TOTAL AMOUNT DUE:		\$2,570.00	\$600.00	\$179.90	\$100.00	\$3,449.90

MISSING QUARTER - THE DEPARTMENT OF LABOR HAS NOT RECEIVED AN EMPLOYER CONTRIBUTION RETURN, UC-023A, FOR THE LISTED QUARTERS.
 PLEASE SEND IN YOUR COMPLETED AND SIGNED FORMS AND PAYMENT. PLEASE SUPPLY PERTINENT INFORMATION REQUESTED BELOW.

- If a return was filed under another registration number, please indicate that number: _____
- If no longer in business, please provide the following information or visit us @ <https://wage.ctdol.state.ct.us>
 Exact date business was discontinued: _____
 Did you sell your business no if yes, please check: all or part
 If "Part", describe what part: _____
 Owner's Address: _____ Phone #: _____
 If "Part" sold, will you remain active in business in Connecticut? yes no
 Trade name of buyer: _____ Owner's Name: _____
 DATE _____ BY _____ TITLE _____
 SEE REVERSE

EMPLOYER PAYMENT AND ADJUSTMENT RECORD
 UC-918 (1/06)
 STATE OF CONNECTICUT
 DEPARTMENT OF LABOR
 EMPLOYMENT SECURITY DIVISION

REGISTRATION NUMBER: _____ DATE: _____

EMPLOYER TRADE NAME: _____ DBA NAME: _____

ADDRESS 1: _____ ADDRESS 2: _____

CITY: _____ STATE: _____ ZIP: _____

BATCH #:

D.A.U. #:

PAYMENT ATTACHED

TOTAL AMT. RECEIVED	DATE RECEIVED	INTEREST COMPUTED TO	POSTMARK DATE	IN FULL	IN PART	BAD CHECK RETURNED
2,000.00	10/5/2007	10/5/2007	10/5/2007	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CONTRIBUTION RETURNS ATTACHED

QTR	YEAR	\$	WAGES	CONTRIB. DUE	INTEREST DUE	PENALTY DUE	FEE	PAYMENT APPLIED
1	2007		0.00	0.00	0.00	0.00	0.00	2,000.00

Total: 2,000.00

NUMBER OF CHECKS	CHECK #	CHECK AMOUNT	CHECK #	CHECK AMOUNT	CHECK #	CHECK AMOUNT
1	CHECK #	CHECK AMOUNT	CHECK #	CHECK AMOUNT	CHECK #	CHECK AMOUNT

REMARKS: _____

Approved Plan of Payment
 DISTRIBUTION _____ FIELD REPRESENTATIVE _____

UC-405 (1/06)



**FIELD REPRESENTATIVE'S REPORT
EMPLOYER CONTRIBUTION RETURN**

Batch No.: _____

State Of Connecticut
Department Of Labor
Employment Security Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Employer Trade Name: _____ Registration Number: _____
Persons D/B/A: _____ Status Date: _____
Address: _____

Period Q Yr	Type Ret.	Wages			Contributions		Interest			Penalty Amount	Fee	Payment Applied
		Total Wages	Excess	Subject To	Rate	Amount	IC	Rate	Amount			

* 1-Original 2-Supplement 3-Reduction 4-Estimate							
Make Check Or Money Order Payable To: "Administrator, Unemployment Compensation"		Amount:	Check Number:	Interest Date:		Net Contribution/(Credit)	
I, a duly authorized representative of the employer, certify that the information reported herein is true and correct.		918 <input type="checkbox"/>				Interest	
Signed: _____ Title: _____ Date: _____		In Full <input type="checkbox"/>	In Part <input type="checkbox"/>			Penalty	
		Date Received:		Field Representative _____		Fee	
						Total Assessment/(Credit)	
				Date _____			

UC-2R Batch Control Record

<u>Data Name</u>	<u>Picture Clause</u>	<u>Positions</u>	<u>Example</u>	<u>Comments</u>
Filler	X(07)	01-07	[spaces]	Always send seven spaces
Batch Numer	9(05)	08-12	30174	Keyed from "Batch NO." Filed of paper batch header
Sequence Number	9(05)	13-17	00000	Always send five zeros
Filler	X(12)	18-29	[Spaces]	Send twelve spaces
Batch processed date	9(08) MMDDCCYY	30-37	04032007	If "As OF" field of paper batch header has a date, key that date. If not, key the date from the "Date:" filed of paper batch header
Filler	X(53)	38-90	[spaces]	Always send 53 spaces.

UC-2R Batch Detail Record

<u>Data Name</u>	<u>Picture Clause</u>	<u>Positions</u>	<u>Example</u>	<u>Comments</u>
ERN	9(07)	01-07	9475238	Keyed from individual record
Batch Number	9(05)	08-12	30147	Imported from Batch Control Record
Batch Sequence	9(05)	13-17	00125	Start with "1" and count each record
Year	9(04)	18-21	2007	If the "Quarter" field of the paper batch header is "MISC", Key from the individual record. If the "Quarter" field on paper batch header is a value (Q/YY) data entry software will fill the value for all records in the batch.
Quarter	9(01)	22	3	If the "Quarter" field of the paper batch header is "MISC", Key from the individual record. If the "Quarter" field on paper batch header is a value (Q/YY) data entry software will fill the value for all records in the batch.
Total Wages	9(11)v99	23-35	0000006789012	Keyed from individual record
Filler	x(11)	36-46	[Spaces]	Always send eleven spaces
Employment Month 1	X(06)	47-52	003456	Keyed from individual record; If no data, send Spaces. If "none" or "No Employees: send zeros
Employment Month 2	X(06)	53-58	023456	Keyed from individual record; If no data, send Spaces. If "none" or "No Employees: send zeros
Employment Month 3	X(06)	59-64	123456	Keyed from individual record; If no data, send Spaces. If "none" or "No Employees: send zeros
Process Date	9(08)	65-72	04302007	Imported from Batch Control Record
UC-2 Return Type	9(01)	73	1	Send a "1" for all records in this batch
Source	X(02)	74-75	[Spaces]	Always send two Spaces
Filler	X(115)	76-90	[Spaces]	Always send fifteen spaces

UC2RA
(3/01/06)

EMPLOYER WAGE & RESEARCH INFORMATION REPORT

Do not staple anything to this page

CT UC-2R

Qtr.

PLEASE READ THE INSTRUCTIONS

CONNECTICUT DEPARTMENT OF LABOR
EMPLOYMENT SECURITY DIVISION
P. O. BOX 30289
HARTFORD, CT 06104-2940
(860) 263-6300

ENTER AT RIGHT A COUNT OF ALL FULL-TIME AND PART-TIME WORKERS IN COVERED EMPLOYMENT WHO PERFORMED SERVICES DURING OR RECEIVED PAY FOR THE PAYROLL PERIOD WHICH INCLUDES THE 12TH OF THE MONTH. IF NO EMPLOYMENT IN THE PAYROLL PERIOD, ENTER ZERO (0).

1ST MONTH	2ND MONTH	3RD MONTH
Dollars		Cents

1. Total gross wages paid to all employees for work performed in Connecticut this quarter.

2. All employers liable under the Connecticut Unemployment Compensation Law are required to complete this form and return by the due date.

3. A Failure to File Fee of twenty-five dollars (\$25) will be assessed on the Employer Wage & Research Information Report (CT UC-2R) and/or Employee Quarterly Earnings Report (CT UC-5R) that are not filed by the due date (maximum \$25 per quarter).

4. Do not send checks or cash with this return. You will be billed separately if a Failure to File Fee is due.

REGISTRATION NO.	FEDERAL IDENTIFICATION NO.	REPORT PERIOD	
		QTR	YR
NAICS	PASSWORD	DUE DATE	

I, a duly authorized representative of the employer, certify that the information reported herein is true and correct.

SIGNATURE _____ TITLE _____ DATE _____ PHONE # _____

INSTRUCTIONS

IMPORTANT

Internet or Telephone Filing

1. We encourage you to file your return via the Internet at <https://wage.ctdol.state.ct.us>. This system will save you time in preparing your return. The names and social security numbers of the employees you reported last quarter will already be listed. You can report address or other changes at the same time. The password necessary to file is on Form CT UC-2R and CT UC-5R (enclosed). Please call 860-263-6370 if you have any questions.

or

2. If you had no employees and paid no wages this quarter, you may file your return by calling (860) 566-1018 or (203) 248-4270.



- * This quarterly return is a two-page form. You must utilize our approved wage listing form CT UC-5R (enclosed).
- * Please do not staple anything to this page.
- * Questions relating to this form should be directed to the Office of Research at (860) 263-6300.
- * Corrections/Changes - If there are any changes to this account (business changed hands in part or in full, closed, mailing address change), please include a separate sheet with this information. Be sure to include your business name, employer registration number and the effective date of the change.
- * Send your CT UC-2R and CT UC-5R in the enclosed envelope or to the address at the top left corner.

UC-5A FILE FORMATS

Forms UC-5A, UC-5R, UC-536

UC-5A Batch Header Record

<u>Data Name</u>	<u>Picture Clause</u>	<u>Positions</u>	<u>Example</u>	<u>Comments</u>
Batch Number	9(05)	01-05	1234	Precede w/ 0 if less than 5 digits; must be unique with in a quarter. Always send three spaces: QYY; Quarter is 1-4; year is 00-99; Must be same throughout the quarter.
Filler	X(03)	06-08	[spaces]	
Quarter/year	9(03)	9-11	107	Always send three spaces:
Filler	X(03)	12-14	[spaces]	
Identifier	X(21)	15-29	"Batch Card Wage"	Changes with form type
Filler	X(51)	30-80	[spaces]	Always send 51 spaces

Employer Total Record

<u>Data Name</u>	<u>Picture Clause</u>	<u>Positions</u>	<u>Example</u>	<u>Comments</u>
Registration number	9(07)	01-07	9555555	Must be seven digits. If not present key 9999999.
Filler	X(01)	08	[spaces]	
Check digit	9(01)	09	1	Always send an "1"
Record Identifier	X(02)	10-11	..	Constant ".." (two periods)
Total Employer Wages	9(15)v99	12-28	See Ex. To right	Precede with zeros; \$ and Cents, decimal is implied. If missing and there is just one page, take total from that page, otherwise zero-fill if missing. Example 234,444.39 would be 0000000023444439
Filler	X(52)	29-80	[spaces]	

Employee Wage Record

<u>Data Name</u>	<u>Picture Clause</u>	<u>Positions</u>	<u>Example</u>	<u>Comments</u>
SSN	9(09)	01-09	555555555	Must be nine (9) digits, no dashes if missing key all nines
Employee's First initial	X(01)	10	1 Char A-Z O'Brien = OBRIEN Wagner Jr. = VANWAGNERJR Kells-Murphy = KELLSMURPHY	Enter the first letter of employee's first name; Alpha only - upper case. no special characters, no embedded spaces,. If too long truncate, include suffix if present with no spacing, upper case only.
Employee's Last Name	x(14)	11-24	Van	
Employee Wages	9(11)v99	25-37	\$94,555.55 = 0000009455555	Precede with zeros; \$ and Cents, decimal is implied. If missing do not key line.
Filler	X(43)	38-80	[spaces]	

Page Total Record

<u>Data Name</u>	<u>Picture Clause</u>	<u>Positions</u>	<u>Example</u>	<u>Comments</u>
Filler	x(09)	01-09	[spaces]	Always send nine spaces:
Record Identifier	X(02)	10-11	..	Constant two hyphens
Page Total of Wages	9(15)v99	12-28	\$750,000.00 = 0000000075000000	Precede with zeros; \$ and Cents, decimal is implied. If missing and there is just one page, take total from " Employer Total " or " Total Wages All Pages ", otherwise zero fill if missing. This field is also called " Total Wages this Page "
Filler	X(52)	29-80	[spaces]	

Staple
Attachments Here

EMPLOYEE QUARTERLY EARNINGS REPORT

CT UC-5R (REV. 11/09/06)

CONNECTICUT DEPARTMENT OF LABOR
EMPLOYMENT SECURITY DIVISION
P.O. BOX 30289
HARTFORD, CT 06150-0289

REGISTRATION NO.	REPORT PERIOD		FEDERAL IDENTIFICATION NO.	LIABILITY DATE	PASSWORD
	QTR	YR			



SUBMIT THIS FORM !
Staple any continuation sheets
you may have to the back of this
form.

1.	EMPLOYEE SOCIAL SECURITY NUMBER	NAME OF EMPLOYEE (Type or Print First Initial, Last Name)	Total Gross Wages Paid This Quarter	
			Dollars	Cents
Total number of employees listed on all pages of this report			Total Gross Wages this page	
			Total Gross Wages all pages (Same amount as line 1 on CT UC-2R)	

EMPLOYEE QUARTERLY EARNINGS REPORT

Staple
Attachments Here

UC-5A (REV.11/28/05)

REGISTRATION NO.	REPORT PERIOD		FEDERAL IDENTIFICATION NO.	SUC.	LIABILITY DATE	PASSWORD
	QTR	YR				

CONNECTICUT DEPARTMENT OF LABOR
EMPLOYMENT SECURITY DIVISION
P.O. BOX 2940
HARTFORD, CT 06104-2940



SUBMIT THIS FORM !
Staple any continuation sheets
you may have to the back of this
form.

1.	EMPLOYEE SOCIAL SECURITY NUMBER	NAME OF EMPLOYEE Type or Print First Initial, Last Name	Total Gross Wages Paid This Quarter	
			Dollars	Cents
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
Total number of employees listed on all pages of this report			Total Gross Wages this page	
			Total Gross Wages all pages (Same as line 1 on UC-2)	



CONN UC-536
(1/06)

EMPLOYMENT SECURITY DIVISION
FIELD AUDIT UNIT
EMPLOYEE QUARTERLY EARNINGS REPORT

Original	<input type="checkbox"/>
Correction	<input type="checkbox"/>

Registration Number:
Employer Trade Name:
Persons D/B/A Above:

Liability Date:

SSN	Name	Wages	Quarter	Year	Code
			3	2005	

Total # of Employees:

Total Wages:

Attachments

Assigning Batch Numbers (by sort)
Assigning Batch Numbers (by range)
Batch Detail Sample
Deposit Advice Sample
Batch Header Sheet
Data Entry Summary for Day
ETA8414
ETA8413

Assigning Batch Numbers

Indexed by Sort

Sort Number	Document Sort	Batch Range for UC 2 File	Batch Range for UC-5A File	Naming Convention
i	Checks with UC-2's and/or UC-5A's for the Current Quarter	30000 – 74999	00001 – 39999	CCQ
ii	Checks with UC-2's and/or UC-5A's for Miscellaneous Quarters	30000 – 74999	80000 – 89999	CMQ
iii	Checks with: UC-2 MAG's, UC-2 INT's or no accompanying tax form	30000 – 74999		VOUC
iv	Checks with: UC-11's, UC-103C's, or Correspondence	15000 – 19999		UC11
v	Checks with UC918's	20000 – 24999		C918
vi	Checks with UC-2Corr's	30000 – 74999		2COR
vii	UC-2's and/or UC-5A's for the Current Quarter (no check)	11000 – 14999	00001 – 39999	NCCQ
viii	UC-2's and/or UC-5A's for Miscellaneous Quarters (no check)	11000 – 14999	80000 – 89999	NCMQ
ix	UC-405's & UC-2 Correction No Check	11000 – 14999		C405
x	Refund Batches	00001 – 00999		RFND
xi	UC-536's	No batch numbers		C536

Assigning Batch Numbers

Indexed by UC-2 Batch Range

UC-2 Batch Range	Sort Number	Document Sort	UC-5A Batch Range	Naming Convention
No batch numbers	xi	UC-536's		C536
00001 – 00999	x	Refund Batches		RFND
11000 – 14999	vii	UC-2's and/or UC-5A's for the Current Quarter (no check)	00001 – 39999	NCCQ
	viii	UC-2's and/or UC-5A's for Miscellaneous Quarters (no Check)	80000 – 89999	NCMQ
	ix	UC-405's and UC-2CORR (no check)		C405
15000 – 19999	iv	Checks with: UC-11's, UC103C's or Correspondence		UC11
20000 – 24999	v	Checks with UC-918's		C918
30000 - 74999	i	Checks with UC-2's and/or UC-5A's for the Current Quarter	00001 – 39999	CCQ
	ii	Checks with UC-2's and/or UC-5A's for Miscellaneous Quarters	80000 - 89999	CMQ
	iii	Checks with: UC-2 MAG's, UC-2 INT's or no accompanying tax form		VOUC
	vi	Checks with UC-2CORR's		2COR

Batch Detail sample

CTDOL Batch #: 30000
Bank Batch #: 1
Credit/Deposit Date 7/31/06

Lockbox 2940
Bank Acct. No.: 123456789

Seq.#	Amount	
1	123.45	
2	300	
3	400	
4	150	
5	9,876.54	
~		
~		
~		
~		
~		
47	30,123.45	
48	9.87	
49	6,543.21	
50	111,111.11	
TOTAL	150,987.65	

Deposit Advice sample

Credit/Deposit Date 7/31/06
CT Dept. of Labor
ATTN: Theresa Wells

Lockbox: 2940
Bank Acct #: 123456789

	<u>Batch Seq. #</u>	<u>CTDOL Batch #</u>	<u>Batch Title</u>	<u>Payments</u>	<u>Encoded Amount</u>
	1	30000	CQWC	50	150,987.65
	2	30001	CQWC	50	58,396.33
	~				
	~				
	125	30124	MQWC	9	1,378.56
	126	30125	MQWC	24	27,381.66
	<u>127</u>	<u>30126</u>	<u>IRGN</u>	<u>45</u>	<u>8,888.88</u>
Sub					
Total 1	127			4,000	4,000,000.00
	128	30127	VOUC	50	1,524,305.08
	129	30128	VOUC	50	59,748.28
	~				
	~				
	154	30153	2COR	2	24
	155	15000	UC11	42	9,575.28
	156	15001	UC11	17	7374.23
	157	20000	C918	22	127,325.52
	<u>158</u>	<u>20001</u>	<u>C918</u>	<u>50</u>	<u>22,916.92</u>
Sub					
<u>Total 2</u>	<u>31</u>			<u>3,302</u>	<u>9,936,721.68</u>
Total	158			7,302	13,936,721.68

Bank Batch No. _____

DATA ENTRY BATCH NO. _____

BATCH HEADER SHEET

DATA ENTRY INFO

TOTAL CONTRIBUTION \$ _____

TITLE: _____

QTR/YEAR: _____

DATE: _____ AS OF: _____

Processed By

Initials	Unit	Date Complete

Scanning Info

Bar Code _____ OCR _____ No. Docs. _____ No. Pages _____

Scanning Mode: Patch Code _____ Simplex _____ Duplex _____

Captured By: _____

This **BATCH HEADER SHEET** must accompany the complete batch of reports until the reports are scanned. Reports must not be taken from batches!!!

Data Entry Summary for Day (7/31/06)

Starting numbers for today

UC-2's	30000
UC-11's	15000
UC-918's	20000
No Checks	11000
Curr 5A's	1
Hist 5A's	40000

Batch Description

	<u>Beginning Number</u>	<u>Ending Number</u>	<u>Number Of Batches</u>
<u>Range 30000 – 74999</u>			
UC-2/5A Current quarter w/checks	30000	30123	124
UC-2/5A Miscellaneous quarters w/checks	30124	30126	3
UC-2/5A Invalid registration number w/checks	30127		1
UC-2MAG, UC-2INT, & Checks w/o invoices	30128	30152	25
UC-2CORR w/checks	30153		1
<u>Range 15000 - 19999</u>			
Check with UC-11, UC-103C or Correspondence	15000	15003	4
<u>Range 20000 - 24999</u>			
UC-918 w/checks	20000	20004	5
<u>Range 11000 - 14999</u>			
UC-2/5A Current quarter w/o checks	11000	11050	51
UC-2/5A Miscellaneous quarters w/o checks	11051	11060	10
UC-2CORR w/o checks	11061	11062	2
<u>Range 00001 - 39999</u>			
UC-5ACorr	00001	00002	2
<u>Range 40000 – 49999</u>			
UC-5A Corr	40000	40020	

Starting numbers for next business day

UC-2's	30154
UC-11's	15004
UC-918's	20005
No Checks	11063
Curr 5A's	00003
Hist 5A's	40021

Account Number **123456789**

**Bank of Anywhere
Hartford, CT**

**Month and Year
October 2007**

Income-Expense Analysis, Benefit Payment Account

(as shown by the Books of the Depository Bank)

Day of Month	Daily Ledger Balance	Deposits to Benefit Account		Withdrawals from Benefit Account		INCOME ANALYSIS	
		No.	Amount	No.	Amount		
	0.00	= Prior Month Balance				Average Daily Ledger Balance	\$ -
1	0.00	0	0.00	0	0.00	Less: Average Daily Float	\$ -
2	0.00	0	0.00	0	0.00	Average Daily Collected Balance	\$ -
3	0.00	0	0.00	0	0.00	Less:	
4	0.00	0	0.00	0	0.00	0.00 % Reserve	\$ -
5	0.00	0	0.00	0	0.00	Average Daily Loanable Balance	\$ -
6	0.00	0	0.00	0	0.00	Earning Value at 0.000 %	\$ -
7	0.00	0	0.00	0	0.00	EXPENSE ANALYSIS	
8	0.00	0	0.00	0	0.00	Checks Deposited	No. 0
9	0.00	0	0.00	0	0.00	Checks On Account	No. 0
10	0.00	0	0.00	0	0.00	Checks On Account	No. 0
11	0.00	0	0.00	0	0.00	Checks On Account	No. 0
12	0.00	0	0.00	0	0.00		
13	0.00	0	0.00	0	0.00		
14	0.00	0	0.00	0	0.00		
15	0.00	0	0.00	0	0.00		
16	0.00	0	0.00	0	0.00		
17	0.00	0	0.00	0	0.00		
18	0.00	0	0.00	0	0.00		
19	0.00	0	0.00	0	0.00		
20	0.00	0	0.00	0	0.00		
21	0.00	0	0.00	0	0.00		
22	0.00	0	0.00	0	0.00		
23	0.00	0	0.00	0	0.00		
24	0.00	0	0.00	0	0.00		
25	0.00	0	0.00	0	0.00		
26	0.00	0	0.00	0	0.00		
27	0.00	0	0.00	0	0.00		
28	0.00	0	0.00	0	0.00		
29	0.00	0	0.00	0	0.00		
30	0.00	0	0.00	0	0.00	Total Costs	\$ -
31	0.00	0	0.00	0	0.00	Net Profit/Loss	\$ -

Signature of Cashier: _____ Date Signed: _____

Comments:

Total Daily Ledger Balance Adjusted for Effective-Dated Transactions: \$ -

ETA8413

Account Number **987654321**

**Bank of Anywhere
Hartford, CT**

Month and Year
October 2007

Income-Expense Analysis, Clearing Account
(as shown by the Books of the Depository Bank)

Day of Month	Daily Ledger Balance	Deposits to Clearing Account		Withdrawals from Clearing Account		INCOME ANALYSIS
		No.	Amount	No.	Amount	
0.00 = Prior Month Balance						Average Daily Ledger Balance \$ -
1	0.00	0	0.00	0	0.00	Less: Average
2	0.00	0	0.00	0	0.00	Daily Float \$ -
3	0.00	0	0.00	0	0.00	Average Daily
4	0.00	0	0.00	0	0.00	Collected Balance \$ -
5	0.00	0	0.00	0	0.00	Less:
6	0.00	0	0.00	0	0.00	0.00 % Reserve \$ -
7	0.00	0	0.00	0	0.00	Average Daily
8	0.00	0	0.00	0	0.00	Loanable Balance \$ -
9	0.00	0	0.00	0	0.00	Earning Value at
10	0.00	0	0.00	0	0.00	0.000 % \$ -
11	0.00	0	0.00	0	0.00	EXPENSE ANALYSIS
12	0.00	0	0.00	0	0.00	Checks
13	0.00	0	0.00	0	0.00	Deposited Local No. 0
14	0.00	0	0.00	0	0.00	Checks
15	0.00	0	0.00	0	0.00	Deposited Transit No. 0
16	0.00	0	0.00	0	0.00	Checks
17	0.00	0	0.00	0	0.00	On Account No. 0
18	0.00	0	0.00	0	0.00	Checks
19	0.00	0	0.00	0	0.00	On Account No. 0
20	0.00	0	0.00	0	0.00	
21	0.00	0	0.00	0	0.00	
22	0.00	0	0.00	0	0.00	
23	0.00	0	0.00	0	0.00	
24	0.00	0	0.00	0	0.00	
25	0.00	0	0.00	0	0.00	
26	0.00	0	0.00	0	0.00	
27	0.00	0	0.00	0	0.00	
28	0.00	0	0.00	0	0.00	
29	0.00	0	0.00	0	0.00	
30	0.00	0	0.00	0	0.00	Total Costs \$ -
31	0.00	0	0.00	0	0.00	Net Profit/Loss \$ -
0.00 0 0.00 0 0.00						

Signature of Cashier: _____ Date Signed: _____

Comments: Total Daily Ledger Balance Adjusted for Effective-Dated Transactions: \$ -

ETA8414

Original RFP
December 31, 2008



Request for Proposals

Banking Services for the Department of Labor

January 31, 2008

**State of Connecticut
Office of the Treasurer**

Deadline: February 6, 2009, 4:00 p.m.

**STATE OF CONNECTICUT
OFFICE OF THE TREASURER
REQUEST FOR PROPOSALS
FOR
DEPARTMENT OF LABOR BANKING SERVICES**

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Section II	Scope of Services	3
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Addendum	CTDOL Sample Documents (see separate file)	

Section I - Introduction and Purpose of the RFP

The Connecticut State Treasurer's Office, in conjunction with the Connecticut Department of Labor (CTDOL), is issuing this Request for Proposals (RFP) to solicit proposals from qualified financial institutions for banking and related services, including (1) deposit of Unemployment Compensation (UC) taxes with related lockbox operations that will include document imaging and data entry services, all connected with the processing of employer UC tax returns, wage reports and tax payments; and deposit of Unemployment Compensation (UC) claimant repayments of benefit overpayments with related lockbox operations, and (2) the processing of UC benefit payments made via check, direct deposit, and debit card. The debit card and direct deposit payment options will be the only methods of payment available for UC benefits after CTDOL phases out the issuance of checks in conjunction with the awarding of this RFP.

Interested financial institutions may propose to provide services for (1) deposit and lockbox services (including document imaging and data entry) or (2) check, direct deposit and debit card payment processing services, or (3) both (1) and (2). While financial institutions may bid on one or two of the services, preference will be given to proposals that cover both services.

The State expects to select Bidders to provide services for a five year period. The selected Bidder or Bidders will be expected to execute personal service agreements with the State Treasurer.

Section II – Scope of Services

Background

The Connecticut Department of Labor currently uses two major bank accounts. The first is called the Clearing Account. Employer contributions (UC tax payments) and assessments are deposited there. The Connecticut Department of Labor receives funds from employers and employers' agents via two lockboxes and from electronic funds transfers (EFT's). Funds received in the two lockboxes and EFT's are processed through the Clearing Account. CTDOL refers to the two lockboxes by their post office box numbers, which are 2940 and 30289. Presently these two lockboxes receive approximately 162,470 checks per year representing \$511,274,000.00 annually. The number of EFT's received in the Clearing Account currently is about 36,000 annually representing \$60,471,000.00, resulting in a combined value of \$571,745,000.00 passing through the Clearing Account annually. Checks received at the two employer lockboxes are usually accompanied by a two page tax form; however, liable employers are required to file a tax form even when no tax payment is due. This results in the lockboxes receiving tax forms with checks and also without checks.

There are two separate lockboxes associated with the Clearing Account due to the distinctly different processing, recording, summarizing and accounting requirements of the documents and payments sent to each lockbox. One lockbox is for taxable employers and the other is for those who reimburse the CTDOL for UC benefit payments made to past employees.

Currently a bank processes all funds received at the lockboxes and forwards the related tax documents to CTDOL. The documents are batched by CTDOL staff and sent to a data entry Bidder. After data entry, the Bidder sends electronic files to CTDOL to be processed by CTDOL and then the Bidder returns the paper documents to CTDOL. The CTDOL uses the documents to resolve unbalanced batches and individual record exceptions. The CTDOL then images the paper documents so that the documents are available for viewing in CTDOL's Electronic Document Management System (EDMS). The financial institution selected as a result of this RFP will be required to process payments, image documents and conduct data entry tasks.

The second major bank account utilized by the CTDOL is a Benefit Payment Disbursement Account from which UC benefit payments are issued to claimants and into which overpayments to claimants when collected are deposited. In a year with a high unemployment rate, UC benefit payments have reached \$800,000,000.00 through the CTDOL's issuance of approximately 4,000,000 UC checks. During the Fiscal Year ended June 30, 2008, 267 ACH credits were received for \$637.5 million dollars.

CTDOL currently makes all UC benefit payments to eligible claimants who are unemployed, or working reduced hours, by check from the Benefit Payment Disbursement Account. CTDOL issues UC benefit payments six days a week. CTDOL wishes to implement both direct deposit and debit cards as payment mechanisms. After both mechanisms have been implemented, CTDOL will phase out the issuing of checks for the payment of UC benefits, although approximately 1,400 checks will continue to be issued from the Benefit Payment Disbursement Account each year for miscellaneous payments. As a result, the winning bidder will be required to provide any of the services noted that relate to CTDOL issuing checks (i.e., Positive Pay, Stop Payment, Account Reconciliation) even after CTDOL completes its transition to direct deposit and debit card payments. Under CTDOL's current payment process, once an unemployed individual has filed a new application, or new claim, for Unemployment Compensation benefits, has been determined eligible for benefits, and the amount of benefits has been determined, CTDOL issues a payment to the recipient on a weekly basis for weeks of unemployment or partial unemployment based upon the recipient filing weekly claims. Benefit eligibility is a week by week determination. All new claims for UC benefits are in effect for a 52-week period called a benefit year. Payments may continue as long as eligibility requirements are met, until the recipient is again fully employed, the maximum amount of benefits is exhausted, or the benefit year ends. Maximum benefits are currently paid at 26 times the weekly benefit rate. The claimant may file for partial weeks of UC benefits, which would extend the number of weeks paid beyond 26. If the maximum amount of benefits is paid before the expiration of the benefit year, the recipient is not eligible to file a new claim until that benefit year ends. The current average weekly benefit is \$302. Effective October 1, 2008, the maximum weekly benefit amount under state law is \$594, which includes allowances for dependent children or a dependent spouse.

During periods of high unemployment, other extended compensation programs may also be active which would extend payments beyond 26 times the weekly benefit rate.

The following table shows the activity for UC claims averaged over the past three calendar years, as well as the Unemployment Insurance ("UI") claims for the calendar year 2007. CTDOL makes no guarantee as to future applicability of these figures due to changes in the economy or conditions requiring surge capacity.

UI Claims Activity	Average over past three (3) years	Calendar year 2007
Number of new claims	131,568	129,146
Number of Payments Made	2,005,327	1,979,585
Number of Claimants Receiving Benefits	121,680	122,497
Net Benefit Amount	\$580,401,856	\$586,915,371
Average Payment Amount	\$289.52	\$296.48
Average Weeks of Benefits Received Per Claimant	16.5	16.2
Number of Forms UC-1099G Issued (includes forms issued to include repaid amounts only)	155,602	159,221

During the Fiscal Year ended June 30, 2008:

- 1,462 miscellaneous off-line Checks were issued, totaling over \$10.1 million dollars.
- 246 Tax Wire payments to the Internal Revenue Service were processed, totaling over \$38.4 million dollars.

- 300 ACH Tax payments were processed to the Connecticut Department of Revenue Services, totaling over \$19.1 million dollars.

There is a lockbox related to the Benefit Payment Disbursement Account. CTDOL receives funds from individuals who have been overpaid and these funds are processed through the Benefit Payment Disbursement Account. CTDOL refers to this third lockbox by its post office box number, which is 30290. During the Fiscal Year ended June 30, 2008, 21,856 checks, totaling over \$5.3 million dollars, were processed through the lockbox associated with the Benefit Payment Disbursement Account. There were 114 chargeback items.

Requested Services

This section of the RFP specifies services to be provided to the CTDOL. Financial institutions are encouraged to suggest additional or alternative services which the financial institution believes would make the operation of these bank accounts and lockboxes more efficient. Pricing for all services requested in this RFP or suggested by the financial institution must be included in the pricing section of the proposal.

When responding to the individual service items, Bidders should address each item that applies to the services they are proposing to provide. All Bidders should address Part A – General Services. Bidders submitting a proposal for the deposit and lockbox services should address Part B, and those items in Parts E, F, G, H and I that apply. Bidders submitting a proposal for the disbursement services – check, direct deposit and debit card services - should address Parts C and D as well as those items in Part E, F, G, H and I that apply.

Part A – General Services

The following services are minimum, general requirements to be met by any responding financial institution. The Bidder shall:

- 1.1 Maintain staff and facilities sufficient to perform required services.
- 1.2 Employ an account officer to manage the Bidder's responsibilities and maintain a positive customer/Bidder relationship.
- 1.3 Provide toll-free telephone and facsimile lines if customer service center is outside of Hartford, Connecticut calling area.

The following services shall be provided for all bank accounts. Specific services required for individual accounts will follow. The Bidder shall:

- 1.4 Provide the Department of Labor online capabilities to initiate transactions or access account activity and payment information. Please describe your institution's online capabilities to provide a mechanism for CTDOL to instruct your institution to process certain transactions and generate various reports. Discuss self service capabilities and requirements for Bidder's online system for managing our bank accounts. Provide sample reports, screens or other documentation of online system. Specification for initiating transactions and generating reports would include but not be limited to:
 - a) Initiate wire transfers for tax payments to the Internal Revenue Service and others; related reports
 - b) Initiate ACH tax payments to the CT Department of Revenue Services and others; related reports
 - c) Review or inquire (with linked image access), approve or return positive pay exceptions; related reports
 - d) Transmit supplemental positive pay issue and void information; related reports

- e) Paid Item inquiry with linked image access
 - f) Stop Payment services; related reports
 - g) Previous and current day detail and summary reports of bank account activity
 - h) Bank account statements and various reports
 - i) Images of deposit or disbursement activity, including checks issued for Unemployment Compensation benefit payments
 - j) Transaction searches for bank account activity
 - k) Initiate transfers between accounts, related reports
 - l) Self-service capabilities, requirements for the online system of your institution
- 1.5 Automatically redeposit all returned, dishonored checks. Sum the total of checks being returned/dishonored and prepare a single debit advice for each bank account. Forward the debit advice along with the returned/dishonored checks to CTDOL.
- 1.6 Provide online daily reports that describe all incoming and outgoing ACH/wire activity. Included in these reports should be ACH/wire originator, account number, date, reference number, dollar amount, and identifying codes (e.g., CFDA number, agency number, or FEIN). Please provide samples of your reports.
- 1.7 Provide current and previous day online access to daily account transactions and balances. The previous day's deposit and credit information on the accounts should be available to the Department by 7:00 a.m. the next business day. System should operate on a Windows-based computer environment.
- 1.8 Provide online notification service of account activity.
- 1.9 Provide online access to perform account transaction searches.
- 1.10 Provide deposit tickets to the State at cost.
- 1.11 Accept wire receipts.
- 1.12 Provide secure email service for communications containing sensitive data.
- 1.13 Facilitate quarterly site visits by CTDOL in compliance with Federal Standards.

Part B – Deposit and Lockbox Services

Clearing Account

- 2.1 Provide capability to receive and process an ACH Debit file transmission from CTDOL. An ACH Debit file contains bank account information from various employers authorizing CTDOL to transfer funds from their accounts. Please describe your requirements for receiving and processing such files and any confirmations required by CTDOL. Describe your notification process for transactions that fail.
- 2.2 Provide monthly ETA 8414 report (Appendix 2) and Income/Expense Account Analysis of the Clearing Bank Account within 25 days of the end of the month. The Income/Expense Account Analysis should provide the following detail:
- a) Average Ledger Balance
 - b) Average Float
 - c) Average Collected Balance

- d) Reserves
- e) Available Balance for Earnings Credit
- f) Earnings on Available Balance
- g) Total Service Charges
- h) Deficit/Excess
- i) Earnings Credit Rate
- j) Service Description
- k) Number of Units per Service Description
- l) Unit Price per Service Description
- m) Total Service Charge per Service Description
- n) Balance Required per Service Description

Lockboxes Related to the Clearing Account

The following services shall be provided for lockboxes 2940 and 30289. Specific services required for each lockbox will follow. The financial institution shall:

- 3.1 Collect mail at a United States Postal Service office (currently 141 Weston Street, Hartford, CT) in Connecticut at least once a day and arrange for transportation of mail to the lockbox-processing unit. Ideally, funds received in the lockbox by 3:00 p.m. will be credited to our account that same business day. The minimum requirement will be that funds received in the lockbox will be credited to our account by no later than 3 o'clock the following business day. Describe your standard for same-day and next-day deposits, especially during quarterly peak processing periods when Lockbox 2940 may receive in excess of 8,000 checks in one day.
- 3.2 Provide lockbox services that will accept remittance documents, including cash, checks and numerous types of CTDOL tax forms. Please describe how cash will be processed.
- 3.3 Open all mail and inspect remitted checks, and any other materials included in the envelope. Process all items according to the sorting and batching instructions for each lockbox.
- 3.4 Inspect checks for acceptable payees according to DOL instructions. Forward checks made out to improper payees, with their envelopes, to CTDOL.
- 3.5 Maintain copies of processed checks for at least seven years. Provide copies of processed checks upon request within five days.
- 3.6 Provide an activity report of all processed items for use in reconciliation and research activities. The Department requires a Batch Detail (see attachment) that includes: lockbox number, department name, deposit (ledger credit) date, processing date, number of checks in batch, amount of check, total number of checks and dollars in each batch, total number of checks and dollars processed for a deposit date.
- 3.7 Endorse all deposited checks and money orders with the financial institution's standard endorsement guarantee stamp.
- 3.8 Accept unsigned checks for deposit.
- 3.9 Deliver on a daily basis, via overnight delivery or courier service, the following prior day lockbox content and related reports which do not require data entry or imaging: activity report, correspondence, unprocessed items, and deposit advice (with credit date, lockbox number, bank account number, customer name, batch numbers and total batches for the day, dollars per batch and total dollars for the day, items per batch and total items for the day, audit trail).

- 3.10 Ensure that CTDOL forms are keyed near Connecticut thus allowing CTDOL to resolve expeditiously any issues that may arise with regard to our procedures or the keying of our forms.
- 3.11 Describe your data entry process, including but not limited to: quality control measures; data entry error rates, staffing levels; and ability to handle CTDOL quarterly peak processing periods when Lockbox 2940 may receive 32,000+ tax forms within a five day span.
- 3.12 Allow access to CTDOL staff to make unscheduled visits of financial institution's site to ensure the security of the data.
- 3.13 Describe how you will securely transport all source data, as well as all completed work, in a manner that prevents damage, theft or loss.

Lockbox 2940 (Contributory Employers)

Contributory Employers' Unemployment Tax reports are due quarterly. The tax report is a two page document, a UC-2 page and a UC-5A page. The UC-2 contains tax data such as the employer's gross wages, excess wages, taxable wages and the tax amount due. The UC-5A page contains wage data such as employees' names, social security numbers and their wages earned for the quarter. Both pages contain the employer's name, CTDOL registration number, and the report quarter. The due dates each year are April 30, July 31, October 31, and January 31. The days just preceding these dates and approximately the next 10 days succeeding them are referred to as CTDOL's "peak periods" because the bulk of approximately 32,000 paper quarterly tax returns and payments are received during this time.

- 3.14 Sorting – Checks received through Lockbox 2940 must be sorted into one of six groups, based upon the documents which accompany the checks, as described in items i through vi in Line 3.15. UC-2's and/or UC-5A's without checks must be sorted into one of two groups, based upon the quarter, as described in items vii and viii in Line 3.15. All other documents received with no check will be sorted together, as in item ix in Line 3.15.
- 3.15 Items received in Box 2940 will be sorted into one of nine possible categories based upon several criteria (with check vs. without a check, document type, and quarter/year of return). The nine sorts are:
 - i. Checks with UC-2's and/or UC-5A's for the Current Quarter
 - ii. Checks with UC-2's and/or UC-5A's for Miscellaneous Quarters
 - iii. Checks with UC-2 MAG's, UC-2 INT's, & or no accompanying tax form
 - iv. Checks with UC-11's, UC-103C's or correspondence
 - v. Checks with UC-918's
 - vi. Checks with UC-2 Corrections (UC-5A CORR's will be forwarded to CTDOL, skipping the data entry process)
 - vii. UC-2's and/or UC-5A's for the Current Quarter with no check
 - viii. UC-2's and/or UC-5A's for Miscellaneous Quarters with no check
 - ix. UC-2/5A Corrections without Checks & Correspondence without Checks
- 3.16 Sorts vii and viii in Line 3.15 do not contain checks and therefore require no check processing. UC-2's and UC-5A's within each of these two sorts will be forwarded to Data Entry and Document Imaging for processing.

- 3.17 Sort ix in Line 3.15 does not contain checks and does not require Data Entry or Document Imaging. All documents in this sort will be manually/physically forwarded to CTDOL.
- 3.18 The remaining six sorts in Line 3.15 (i, ii, iii, iv, v, and vi) have checks which require clearing/processing and will be deposited to the Clearing Account. Checks and/or documents within each sort will be separated into batches of 50 or less checks and a paper batch header with a batch number will be created per CTDOL business rules. (See Attachments, “Assigning Batch Numbers” and “Batch Header Sheet”).
- 3.19 A batch detail will be created. The batch detail will contain: the CTDOL batch number, Bidder batch number, credit date, lockbox number, bank account number, sequence number, encoded amount of corresponding check, and total amount of checks in batch (see Attachments, “Batch Detail” for a sample).
- A deposit advice will be created. The deposit advice will list: credit date, customer name, attention line, lockbox number, bank account number, Bidder batch number, CTDOL batch numbers in sequence, batch title, number of payments in each batch, check/encoded total for each batch, total number of batches for the day, total of payments for the day, and total of check/encoded amounts for the day (see Attachments, “Deposit Advice” for a sample).
- 3.20 Batch headers created as a result of sorting lockbox 2940 documents will be numbered with one of four batch number ranges (11000 – 14999, 15000 – 19999, 20000 – 24999, or 30000 – 74999). See attachments for detailed reference. Note that multiple sorts may use the same range of batch numbers and batch numbers used must remain consecutive for audit trail purposes.
- 3.21 Data Entry – Following are general data entry guidelines and requirements.
- 3.22 It is imperative that all batches must balance (total of checks deposited to clearing account = total of remittance amounts within the electronic data file). If there is a discrepancy between the remittance amount on a tax form and the amount for which a check is drawn, the remittance amount on the electronic data file must correspond to the amount for which the Bidder clears the check. As an example, if the remittance amount on a UC-2 is \$98.00 but the check is drawn and cleared for \$198.00, the remittance amount in the electronic file for this record must be for \$198.00. Further, in this scenario, the Bidder must annotate the tax form with the check amount in a manner approved by CTDOL.
- 3.23 Data contained within documents must be data entered, and the data files must be sent to CTDOL, within two business days of receipt at Lockbox 2940. For example, documents that are received on Monday must be keyed and the data file transmitted on or before the following Wednesday night.
- 3.24 At the end of every month, CTDOL needs to perform an accounting function by “closing the month.” To accomplish this, CTDOL will require the Bidder to refrain from transmitting files for a multi-day period at the beginning of each month so we can close the previous month. The Bidder should key the data and create the files, but it should not transmit the data until cleared to do so by CTDOL.
- 3.25 Three of the data fields on UC-2 forms are: Line 1 Total Wages, Line 2 Excess Wages and Line 3 Taxable Wages. The figures entered on these lines by employers should adhere to the following mathematical formula: Line 1 Total Wages minus Line 2 Excess Wages must equal Line 3 Taxable Wages. Errors by employers may result in these three lines not adhering to the formula. The Bidder will make changes to data in the following two situations.

Situation 1 – If Line 1 Total Wages is greater than zero and Line 2 Excess Wages is blank or zero and Line 3 Taxable Wages is blank or zero, then the Bidder will adjust Line 3 to equal Line 1 in the data file.

Situation 2 – If Line 1 Total Wages is greater than zero, Line 2 Excess Wages is greater than zero and Line 3 Taxable Wages is greater than zero but Line 1 minus Line 2 does not equal Line 3, then the Bidder will adjust the Line 2 value in the data file to fit the formula.

- 3.26 All documents received by the Bidder for data entry (either via Lockbox 2940 or through courier) will be sent to CTDOL no later than the next business day after the data file and image file transmissions.
- 3.27 After documents with checks received at lockbox 2940 have been sorted (sorts i, ii, iii, iv, v, & vi in Line 3.15), batched, and had batch headers created, they are now ready for data entry. Data from the batch headers and the individual documents must be captured. Electronic files in the UC-2 format (See Attachments, “UC-2 Format”) will be created and transferred via File Transfer Protocol (“FTP”) to CTDOL. Sorts i and ii in Line 3.15 contain UC-5A documents, requiring UC-5A batch headers to be created and electronic files in the UC-5A format (See Attachments, “UC-2 Format”) to be created and FTP’d to CTDOL.
- 3.28 UC-2 Documents without checks received at lockbox 2940 (sorts vii & viii in Line 3.15) will need to have batch headers created using the range of “No Check” batch numbers (11000 – 14999). Data from the batch headers and the individual documents must be captured. Electronic files in the UC-2 format (See Attachments, “UC-2 Format”) will be created and FTP’d to CTDOL. Sorts vii and viii in Line 3.15 contain UC-5A documents, requiring UC-5A batch headers to be created and electronic files in the UC-5A format (See Attachments, “UC-2 Format”) to be created and FTP’d to CTDOL.
- 3.29 UC-5A’s that are in UC-2 Sorts i or vii in Line 3.15 require use of batch numbers in the range of 00001 – 39999 as they are current quarter UC-5A’s and data files need to be in the UC-5A Regular Wage Format. UC-5A’s that are in UC-2 Sorts ii and viii in Line 3.14 require use of batch numbers in the range of 80000 – 89999 as they are miscellaneous quarter UC-5A’s and data files need to be in the UC-5A Delinquent Wage Format.
- 3.30 CTDOL creates in-house documents (Refunds UC-30, Field Representative Report UC-405, & Employee Quarterly Earnings Report UC-536). We will batch and create batch headers for these documents and the Bidder will return electronic files in the UC-2 or UC5-A format (See Attachments, “UC-2 Format” and “UC-5A” Format).
- 3.31 Document Imaging – All checks and/or forms used to create data files will require imaging. Related checks and/or forms will constitute one document; therefore a document may be multiple pages.
- 3.32 Image checks and all processed documents. FTP to CTDOL TIFF and txt files. Image files must be sent to CTDOL within two business day of receipt at Lockbox 2940. For example, documents that are received on Monday must be imaged and the image file transmitted on or before the following Wednesday night.
- 3.33 Imaged documents may be indexed with as many as three document identifications or names, depending on the content of the document. Following are the three possible indexes: UC-2 Batch Number, UC-5A Batch Number, and Registration Number/Quarter/Year.
- 3.34 Post-Modernization. As part of a future modernization project the CTDOL will be reengineering many of its processes. Without major legislative changes mandating electronic filing and electronic payments, some employers will continue to have the option of mailing paper tax reports and paying taxes with checks after Modernization. Therefore, CTDOL will still require lockbox, bank account, data capture and document imaging services.

At some point in the future, UC-2's and UC-5A's are likely to be combined into one tax form. Forms will be redesigned to take advantage of existing and future data capture and imaging advances. Data from tax returns, data from wage reports, images of checks, images of tax returns and images of wages reports will still need to be captured and sent to CTDOL. However, in Phase II after Modernization enhancements, CTDOL anticipates being able to receive all this data in one electronic file with all images indexed and imbedded within the file. This will allow CTDOL to access images for exception processing. Sorts i through viii described in Phase I will likely be reduced. A data summary report and a deposit advice will still be required so CTDOL may conduct their balancing and auditing functions, but the report formats will change and they may also be imbedded in the daily file transmission.

Lockbox 30289 (Reimbursing Employers)

Reimbursing Employers' Unemployment returns are due quarterly. The due dates each year are May 15, August 15, November 15, and February 15. There are approximately 1,400 Reimbursing Employers and the majority file their returns electronically. Approximately 280 Reimbursing Employers file their returns on a two page paper UC-2R & UC-5R form via Lockbox 30289. These paper returns are used to file wage information and are not used to pay Unemployment taxes, therefore there is rarely any check processing, only data entry and imaging. Occasionally, a return may come in with a check as payment for a \$25.00 late fee.

Reimbursing Employers are billed monthly via a "Billing Statement." Each month, approximately 800 employers pay this monthly bill by sending it along with a check to Lockbox 30289. Some employers also receive a "Late Fee Statement" and pay this by sending it with a check to Lockbox 30289. Quarterly late fees are \$25.00 so "Late Fee Statements" will only be in increments of \$25.00.

3.35 Sorting – Checks received through Lockbox 30289 must be sorted into one of two groups, based upon the documents which accompany the checks, as described in items i through ii below. UC-2R's and/or UC-5R's without checks will be a third sort and will go on to data entry and imaging. All other documents received with no check will be sorted together, as in item iv below.

- i. Checks with Billing Statements, correspondence or no accompanying tax form
- ii. Checks with Late Fee Statements, UC-2R's or UC-5R's
- iii. UC-2R's & UC-5R's without checks
- iv. Correspondence without checks (unbankables)

3.36 Sorts i & ii in Line 3.35 have checks which require clearing/processing. There will only be one batch for each of the two sorts per business day.

A separate Batch Detail will be created for each sort (i & ii in Line 3.35). The Batch Detail will contain: credit date, lockbox number, bank account number, sequence number, encoded amount of corresponding check, and total amount of checks in batch (see Attachments, "Batch Detail" for a sample).

A Deposit Advice will be created. The Deposit Advice will list: credit date, customer name, attention line, lockbox number, bank account number, number of payments in each batch, check/encoded total for each batch, total number of batches for the day, total of payments for the day, and total of check/encoded amounts for the day (see Attachments, "Deposit Advice" for a sample).

3.37 Payment amounts on tax forms will be verified against the amount for which the check is processed. If the payment amount on the tax form matches the check processing amount, the amount on the tax form will be noted with a mark (check mark, circled, etc.). If the payment amount on the tax form does not match the check processing amount, the amount on the tax form will be crossed out and the correct amount will be written and circled on the form.

- 3.38 The items in sort i in Line 3.35 do not require data entry or imaging. The original tax forms, miscellaneous documents or copies of checks (if no attached document) will be sent to CTDOL with the corresponding batch detail and deposit advice.
- 3.39 The items in sort ii in Line 3.35 do require data entry and imaging.
- 3.40 Sort iii in Line 3.35 does not contain checks and therefore require no check processing. UC-2R's and UC-5R's within this sort will be forwarded for data entry and imaging.
- 3.41 Sort iv in Line 3.35 is made up of any miscellaneous documents or correspondence without checks that are not Billing Statements, Late Fee Statements, UC-2R's or UC-5R's. They will simply be sent to CTDOL on a daily basis.
- 3.42 Data Entry – Each day, UC-2R's from sorts ii & iii in Line 3.35 and Late Fee Statements from sort ii in Line 3.35 will be combined and data entered in the UC-2R formats (see Attachments). These items will make up one batch and will be numbered in the range of 30000 through 74999. It is imperative that the remittance total of this batch corresponds to the Batch Detail total for this batch.
- 3.43 UC-5R's mentioned in sorts ii & iii in Line .35 will require data entry and a file will be created using the appropriate UC-5A format (see Attachments) and UC-5A batch numbering rules.
- 3.44 Document Imaging – Items from sort i in Line 3.35 do not require imaging. UC-2R's, UC-5R's, Late Fee Statements and any related checks from sorts ii and iii in Line 3.35 will require imaging. Related checks and forms will constitute one document; therefore a document may be multiple pages.
- 3.45 FTP to CTDOL TIFF and txt files.
- 3.46 Imaged documents may be indexed with as many as three document identifications or names, depending on the content of the document. Following are the three possible indexes: UC-2R Batch Number, UC-5A Batch Number, and Registration Number/Quarter/Year.
- 3.47 Post Modernization. Processing of tax forms and payments from Reimbursing Employers will change greatly after Modernization. CTDOL anticipates requiring much the same financial institution services for Reimbursing Employers as will exist for Contributory Employers. We anticipate a revised, single page quarterly form which will require data entry and imaging services. We also anticipate a revised monthly Billing Statement which will also require data entry and imaging services. Electronic data files will still be required in a format to be determined. As mentioned in Lockbox 2940 above, CTDOL anticipates receiving all data and images in one electronic file.

Lockbox 30290 (Claimant Overpayments) (Optional)

This service is included with Part B Deposit & Lockbox Services. Financial Institutions bidding on Part C and Part D may also bid on this service because it involves the Benefit Payment Disbursement Account.

- 4.0 Sorting – All checks received at Lockbox 30290 will be processed and deposited to the Benefit Payment Disbursement Account.
- 4.1 Ideally, each check will be accompanied by one payment voucher. If there is no amount on the voucher or if the amount differs from the amount on the check, the Bidder will write the amount of the check on the payment voucher.
- 4.2 If a check is not accompanied by a payment voucher, the Bidder will make a copy of the check as a substitute.

- 4.3 On a daily basis, all payment vouchers and copies of checks will be batched together and forwarded to CTDOL. If there is correspondence included with the check, the Bidder will attach the correspondence to the payment voucher or check copy.
- 4.4 If the name of the account owner on the check varies from the name of the claimant on the payment voucher, the Bidder will write the Social Security number of the claimant on the check.

Part C – Benefit Payments via Check and Direct Deposit

Benefit Payment Disbursement Account

- 5.0 Honor all checks duly presented for payment with two acceptable forms of identification, even if the payee does not have an account at the financial institution. Non-account holders cashing unemployment insurance checks drawn on the State’s account will need to show two valid forms of ID. However, non-account holders with checks for less than \$1,500 are only required to provide one form of government-issued photo ID. Acceptable forms of identification would include but, are not limited to a State-issued driver license, federally -issued identification, a bank’s credit card or U.S. college/university identifications issued for the current semester or term. No extra service fees shall be assessed for Unemployment Compensation checks redeemed at other financial institutions.
- 5.1 Refuse to honor any check if it appears, in the exercise of prudent business judgment, that such check has been altered, raised or forged, or is otherwise unfit for payment.
- 5.2 Refuse to honor any check that is over 6 months old.
- 5.3 Provide ‘payee positive pay’ service (verification of check number, dollar amount and payee name) for checks presented against our account. Accept check Issue and Cancellation data via File Transfer Protocol (FTP). Discuss your verification procedure to ensure transmission accuracy. Provide for manual acceptance of check Issue and Cancellation data as needed via online system or fax. Integrate check Issue and Cancellation data into your ‘payee positive pay’ database by next business day or sooner. Discuss cutoff times for file receipt if applicable. Automatically purge outstanding checks over six months old from positive pay database. Describe process provided for CTDOL to view positive pay exceptions, make pay/return decisions and receive confirmations. Describe how financial institution will correct encoding errors before presenting positive pay exceptions.

As an optional service, discuss ability to provide positive pay services at the teller line for items cashed in person.

- 5.4 Provide full account reconciliation of paid checks to issued checks, with week-ending and calendar month-end cut off after input has been received. Discuss staff dedicated to state accounts. Discuss the time lapse from end of reconciliation period until account is reconciled, reports and statements are available. Provide sample reports of account summary, daily paid, miscellaneous debit and credit and reconciliation statement.
- 5.5 Provide digitized images of paid items via FTP, on compact disks or through online access to a Bidder’s storage system. Discuss the processes provided to search for, view, save and print paid check images. If images are available online, discuss the length of time that images are retained. If images are available online, discuss the length of time required to display images 90 days old or less, 91 days old to one year, and greater than one year. If images are available on CD-ROM, discuss the type of indexing used and software provided to CTDOL to manage index database, search, view and print.
- 5.6 Provide the following reports on microfiche:

- a) Weekly six-month listing of paid items
 - b) Condensed outstanding/paid check listing
 - c) Deletion report
 - d) Stop report
 - e) A summary report of the transmission received for the reconciliation period
 - f) Detailed outstanding check report.
- 5.7 Provide check truncation for 90 days or until it is determined, by CTDOL, that the digitized image is legible. Bidder retains check copies for seven years. Bidder provides for the eventual destruction of cancelled checks
- 5.8 Provide stop payment service via online system and telephone. Functions should include: stop, cancel, status of check inquiry, print confirmations, and copy of paid items. Please describe your online confirmation process and our ability to rely on it for reissuing checks. Please describe any other features offered for stop payment services.
- 5.9 Provide online paid item inquiry. Discuss how link to online check image will be available. If necessary for CTDOL to request hard copy of paid checks from the Bidder, discuss the time lapse of Bidder receiving our request until receipt by CTDOL.
- 5.10 Provide online access and phone capability for account transfers.
- 5.11 Provide online capabilities to initiate Wire Transfers to the Internal Revenue Services for tax payments or wire payments to others. Discuss other processes available to initiate wire transfers (i.e. phone, FTP or other electronic process). Describe means provided for CTDOL to receive confirmation of completed wire transfers (i.e. online system, phone, email or other process).
- 5.12 Provide online capabilities to create ACH Credit files for tax payments to the CT Department of Revenue Services and payments to others. Discuss other processes available to initiate ACH Credit files (i.e. phone, FTP or other electronic process). Describe means provided for CTDOL to receive confirmation of completed ACH Credit files (i.e. online system, phone, email or other process).
- 5.13 Provide weekly or end of month (if month ends in mid week) Bank Statements, paid check data via FTP, digitized images of paid checks, and related documents. Daily paid checks should be summarized as a list post item on bank statement. Discuss how paid check records provided will coincide with weekly or end of month (if month ends in mid week) Bank Statements. Describe how and when the statements, check images and related documents will be available in Bidder's online system.
- 5.14 Provide monthly ETA 8413 report (Appendix 2) and Income/Expense Account Analysis of the Benefit Payment Disbursement Account within 25 days of the end of the month. The Income/Expense Account Analysis should provide the following detail:
- a) Average Ledger Balance
 - b) Average Float
 - c) Average Collected Balance
 - d) Reserves
 - e) Available Balance for Earnings Credit
 - f) Earnings on Available Balance
 - g) Total Service Charges
 - h) Deficit/Excess
 - i) Earnings Credit Rate
 - j) Service Description
 - k) Number of Units per Service Description

- l) Unit Price per Service Description
- m) Total Service Charge per Service Description
- n) Balance Required per Service Description

5.15 Provide notification of bad (NSF) checks

5.16 Provide **direct deposit services**

- a) Process preauthorized credit entries (direct deposits) of unemployment insurance payments to claimants' bank accounts.
- b) Effect a pre-note process for the direct deposit payments.
- c) Process reversals of preauthorized credit entries for direct deposit (describe any limitations on our ability to do so as well).
- d) Process ACH payments that the State delivers to it by electronic transmission. Please include in your description the cut-off times (or required schedule) for our sending these files each day. If there are authentication processes for each file, please include what those are as well.
- e) Describe the number of hours/days subsequent to receiving data from CTDOL that the Bidder shall require to settle preauthorized credit entries (direct deposits) of unemployment insurance payments to claimants' bank accounts. Include the number of hours/days for periods involving weekends and holidays.
- f) Notify the State of any "pre-note" or actual transactions rejected by any bank within 24 hours of notification from the appropriate clearing house. Deliver such notification in an electronic format acceptable to the State.
- g) Describe your reconciliation process, including a reporting timeline and CTDOL's access to reports, for money received from CTDOL versus money disbursed to claimants' bank accounts via direct deposit. Include audit trail(s) for each transaction throughout the process.
- h) Debit the State accounts for the net amount of funds due on the banking day on which those funds are posted to the accounts of the recipients.
- i) Provide support in promoting direct deposit to claimants.
- j) Provide an automated capability for administering large-scale changes in bank account numbers.
- k) Provide staff to work with the Treasurer's and the CTDOL staff in resolving transmission errors (e.g., in which an incorrect pre-note was not returned in a timely manner) that result in the return of funds.
- l) Keep the state informed of planned bank mergers (including acquisitions and sales) and how such mergers would affect operations and account numbers.
- m) Assist the state in streamlining the administrative and pre-note process.
- n) Please indicate how your bank can accommodate late transmissions from the state in the event of a business disruption.

- o) No waiver, levy or encumbrance of levies may be placed upon the personal account if the Claimant has opted for Direct Deposit, except as authorized under Federal Law.
- 5.17 The Awarded Bidder must provide CTDOL with a daily payment report of all preauthorized credit entries or direct deposits settled to a Claimant’s account.
- 5.18 The Awarded Bidder must provide CTDOL with a daily payment report of all amounts paid by check.
- 5.19 The Awarded Bidder must provide CTDOL with a daily report of payment-related data for rejected files, returned files and reversals. There should be separate sections for rejected files, returned files, and reversals, and each section should have sufficient detail and, if there are returns or rejections, the reason for each. If CTDOL elects to send data needed to identify consumers with payment-related data, this identifying data should be “passed back” in the report.
- a) Describe regular summary and detail reports which will be provided and provide samples.
 - b) Describe how the reports will be made available electronically.
 - c) Describe timeframe of when reports will be available.

Part D – Benefit Payments via Debit Cards

6.0 Initial Debit Card Processes

Design Process:

- 6.1 Describe the Debit Card design process and the timelines for this process.
- 6.2 CTDOL reserves the right to approve the name, design, content, and graphics of the Debit Card used by the Bidder awarded this contract. The card design shall be the property of the State of Connecticut if CTDOL selects a custom design created by the Bidder or CTDOL.

Levies and Encumbrances

- 6.3 No waiver, levy or encumbrance of levies may be placed upon the Debit Card except as authorized under Federal Law.

Distribution of the Debit Card:

- 6.4 Describe the information needed to verify a claimant’s identity prior to opening an account on behalf of the claimant.
- 6.5 Bidder may not deny any claimant whose information was transmitted by CTDOL – unless required by state or federal law or regulations, or required or requested by CTDOL.
- 6.6 Describe how the Debit Card will be distributed to claimants. Include in this description where the card will be produced. Card production in Connecticut or near Connecticut would be preferable. The Awarded Bidder shall ensure that only one (1) Debit Card will be issued per account, with only one (1) account per Claimant linked by a unique identifier. Cards shall be valid for three years. Renewal replacement cards are to be issued one month prior to expiration, at no cost to claimant. Any balance remaining on the debit card will rollover from the expired card to the new card. At the end of the three year period, Awarded Bidder shall issue a replacement card if (1) there is a balance; or (2) there has been activity on the card from CTDOL within the past 8 weeks.

- 6.7 Describe, and submit, any and all instruction materials sent to the Claimant. All materials must be in English and Spanish. CTDOL shall review and approve any and all materials prior to distribution.
- 6.8 Describe how Awarded Bidder complies with Regulation E, including those provisions of the regulation that apply specifically to government programs compliance.
- 6.9 The activation sticker on the Debit Card must be in English and Spanish. CTDOL shall review and approve the activation sticker prior to distribution of the Debit Cards. The Debit Card must not contain any advertisements.
- 6.10 Debit Cards shall be issued to Claimants within four (4) calendar days of receipt of necessary information. Describe the timeline and process for Debit Card issuance to a Claimant, from receiving CTDOL authorization until a card is issued. In issuing Debit Cards to Claimants, the Awarded Bidder shall:
- a) Establish an account for each record in the file;
 - b) Provide CTDOL with each account number;
 - c) Provide CTDOL with any other information necessary to begin transmitting information
 - d) Mail card to claimant.
 - e) Note: If Bidder can perform above process in less than four (4) days, Bidder will be given greater consideration in evaluation process.
- 6.11 Describe the process for notifying CTDOL of undeliverable mail:
- a) In the event a Debit Card returns as undeliverable, Awarded Bidder to immediately notify CTDOL.
 - b) In the event mail is returned as undeliverable, Awarded Bidder to immediately notify CTDOL.
 - c) In the event Claimant notifies Awarded Bidder of an address change, Awarded Bidder to advise the claimant to contact CTDOL. All such updates will be made solely by CTDOL.
- 6.12 Describe the process for issuing replacement cards. Note the following requirements:
- a) Awarded Bidder to issue replacement cards
 - b) One replacement card (as a result of lost, stolen or damaged card) per calendar year at no cost to claimant or CTDOL.

Debit Card Activation:

- 6.13 Describe how Cardholder will activate the card, via IVR, web capability or other means.
- 6.14 Describe the security measures Awarded Bidder will take to authenticate the cardholder.
- 6.15 Describe how funds will be immediately available upon card activation.
- 6.16 Awarded Bidder is to return funds posted on inactivated Debit Cards within 180 days of settlement. Describe Awarded Bidder's procedures, if any, for reminding Cardholders of their need to activate the Debit Cards.
- 6.17 Describe how you will deactivate accounts only as notified by CTDOL. Describe circumstances under which you would otherwise want to deactivate an account. The Awarded Bidder and CTDOL will

jointly develop processes and procedures for deactivating and reactivating accounts. Cards may not be deactivated without prior approval of CTDOL.

- 6.18 Bidder is responsible for all escheatment of funds related to the accounts established under the debit card program.

Use of Debit Card:

- 6.19 Describe how the card will be accepted by participating merchants. Card must operate as a debit card, stored-value card or other electronic-access type card, and must be Master Card or Visa branded. Card must offer no line of credit, and Cardholder should not be able to obtain checks, or negotiate checks against card of an underlying account.
- 6.20 The Debit Card must be fully compliant with all federal laws and regulations and meet all industry standards including, but not limited to, ANSI X4.13, "American National Standard for Financial Services - Financial Transaction Cards" and ANSI X4.16, "American National Standard for Financial Services - Financial Transaction Cards - Magnetic Stripe Encoding", for use in ATM and POS terminals so that the Claimant can have broad access to their benefits.
- 6.21 Describe how you will offer ATM access, and the locations of ATMs where free services are available. Bidder to provide CTDOL and Cardholder with map or schematic of all ATMs and branch locations for the issuing financial institution and associated networks within the state of Connecticut, nationally and internationally where free services are available. Individuals who receive UC benefits from Connecticut may reside in state or out of state, with some potentially living in other countries. Explain how you will offer ATM access for such individuals, and how Claimants may locate an ATM or branch location via a toll-free customer service telephone service and a Web site.
- 6.22 Describe any transactions that will be disallowed, including transactions that cause the Cardholder to exceed the amount available in the account.
- 6.23 Describe Cardholder's liability for fraud, stolen cards and lost cards and describe how issues of fraud and liability are handled. When a Claimant's Debit Card has been designated as lost or stolen, the Awarded Bidder must accept funds from CTDOL for that Claimant and ensure that the funds are not loaded to the lost or stolen Debit Card.
- 6.24 The Awarded Bidder will accept reversals from CTDOL for any payments made in error to the Claimant's account per NACHA rules and procedures. The Awarded Bidder shall issue a written notice to the Cardholder on the business day immediately following the reversal or deduction.
- 6.25 Describe procedures designed to prevent overdrafts by cardholders. CTDOL shall in no way be liable for any transaction that exceeds amount available. CTDOL also is not liable for overdrafts, or any other costs or liabilities incurred by the Bidder due to the actions of the cardholders.
- 6.26 Describe procedures pertaining to distribution of Debit Cards to Claimants living outside of CT including those living in Canada and those with FPO and APO addresses.
- 6.27 Describe training and instructional materials for CTDOL staff on the use of the system. Samples of such material should be included. CTDOL has the right to review and approve all materials and approaches.
- 6.28 Describe policies regarding asset freezing, including how you handle any holds that may be placed on Cardholder accounts.

- 6.29 Describe how you will detect potential fraudulent payments as a result of multiple Debit Card transactions by individual Cardholders in a specific geographical area, and the aggregate dollar amount.

Cardholder Costs and Fees

- 6.30 Describe in detail any and all debit card holder costs and fees, including the timing and circumstances under which each Cardholder's costs and fees are assessed. Bidder may not charge any cost or fee to cardholders not included in its proposal. Cardholder costs and fees as well as CTDOL costs and fees will be evaluated during the selection process, and are subject to negotiation prior to the formation of the Contract.
- 6.31 Bidder must provide Claimant with notice of any and all possible fees.
- 6.32 If not already addressed, describe whether a fee is assessed for the following transactions:
- a) ATM cash withdrawals (other than the free transactions addressed in 6.33)
 - b) ATM balance inquiry
 - c) ATM surcharge at member and nonmember banks (provide estimated range of fees).
 - d) International ATM transactions
 - e) ATM denial
 - f) Bank teller withdrawal at non-member banks (provide estimated range of fees).
 - g) PIN changes
 - h) Research and retrieval requests.
 - i) Replacement card, after first free replacement card issued.
 - j) Expedited card
 - k) ATM card overdraft
 - l) Negative balance
- 6.33 Bidder must provide at least one free ATM transaction per deposit at any ATM in the United States or Canada.
- 6.34 Bidder may not assess an account maintenance fee on the Claimant.
- 6.35 Describe in detail any additional fees which could be assessed to Cardholders who reside in, or use their card in, Canada or other country.
- 6.36 The Awarded Bidder must provide CTDOL with a daily report of payment-related data for rejected files, returned files and reversals. There should be separate sections for rejected files, returned files, and reversals, and each section should have sufficient detail and, if there are returns or rejections, the reason for each. If CTDOL elects to send data needed to identify consumers with payment-related data, this identifying data should be "passed back" in the report.
- d) Describe regular summary and detail reports which will be provided and provide samples.
 - e) Describe how the reports will be made available electronically.
 - f) Describe timeframe of when reports will be available.
 - g) Bidder must provide a detailed monthly report to CTDOL for the preceding month's activities, including the total number of Debit Cards issued, cancelled, reissued, reasons for all reissues, the daily count and amounts of deposits made to Claimant accounts, and other items as requested.

7.0 Scope of Service -- Customer Service

- 7.1 Describe how you will provide: customer service to cardholders including debit card activation; statements (itemizing loaded amounts and detailed transaction history of the debit card); Customer Service Representative's (CSR) available toll-free, twenty four hours a day, seven days a week; and access to an Interactive Voice Response (IVR) available via a toll-free number.
- 7.2 Describe the customer communications and marketing information plan and the associated timelines. All marketing and instructional materials must be, at a minimum, in English and Spanish. Proposed marketing and instructional materials and samples from previous clients should be included. CTDOL reserves the right to review and approve all marketing and instructional materials.
- 7.3 Bidder must include samples of all Web pages, statements, dispute forms, and any other forms related to the debit card process in its proposal response.
- 7.4 Describe when customer service representatives (CSRs) are available as opposed to Interactive Voice Response (IVR) technology. Continuous CSR availability is preferred. Include any alternative methods of accessing account information in your proposal.
- 7.5 Describe how your customer support package will include TTY and communications relay capability as described in the Americans with Disabilities Act.
- 7.6 Bidder must provide toll-free numbers for all customer-service activities.
- 7.7 The Awarded Bidder shall ensure that all services are accessible by touch-tone, pulse and rotary dial telephones.
- 7.8 Bidder's services must provide cardholders with the ability to obtain account balance information on the card via the Internet, ATMs and a toll-free telephone number.
- 7.9 Bidder must accept and respond to cardholder and retailer calls twenty-four hours per day, seven days per week.
- 7.10 Internet and IVR services for cardholders must be available in English and Spanish. CTDOL reserves the right to request additional languages needed at little or no additional cost to CTDOL. Explain the service used by Bidder for other non-English speaking customers. Describe the process for translating materials into languages other than English and Spanish. CTDOL reserves the right to approve such methods and materials.
- 7.11 All CSR services must be available in English and Spanish. Explain what interpreter/translator services Bidder utilizes to accommodate other languages.
- 7.12 Describe wait times for callers in the queue, including the maximum wait time, and the process for handling such calls. Indicate prioritization given to certain calls – i.e. which calls receive the longest and shortest waits. Refer to performance measures, section 12, of this part (Part D), for specified wait times.
- 7.13 Describe Bidder's customer service procedures relating to:
 - a) Lost or stolen cards
 - b) Replacement cards
 - c) Account credits
 - d) Unauthorized charges
 - e) Disputed charges

- 7.14 Bidder to provide CTDOL with a toll-free, direct telephone line that CTDOL's staff may use to transfer a claimant from CTDOL's line to the Bidder's customer service center.
- 7.15 Describe how Bidder will provide a direct link to the CTDOL website from the pages that display account details to the claimants in order to provide claimants access to UI benefit information.
- 7.16 Material available to the public on the Bidder's Internet pages must be approved by CTDOL prior to release.
- 7.17 Bidder to provide unlimited teller assisted withdrawals at no charge.
- 7.18 Describe how CSRs will address questions about unemployment insurance that are not related to payments that have been made (e.g. questions about UI eligibility and CTDOL policy and practices).
- 7.19 Describe Bidder's method for transferring customer questions or complaints more properly under CTDOL's jurisdiction from the Bidder's customer call center to CTDOL call centers in a seamless, customer-oriented fashion.
- 7.20 Describe how event specific messages (e.g. bank and postal holidays, service changes, or weather emergencies) are delivered in both English and Spanish to claimants through your secure Web site, IVR system, and CSRs.
- 7.21 Describe Bidder's procedures for determining the identity of a caller prior to providing any account information
- 7.22 Describe how Bidder will monitor calls to ensure quality customer service and to address customer complaints. Explain how customer complaints are logged and categorized and the type of reporting available from those logs. Explain how customer complaints are resolved and what the timeframes are associated with the resolution of customer complaints. Include information and reports that you will provide CTDOL to enable CTDOL to monitor customer service and customer complaints resolution.
- 7.23 Describe how Bidder will handle each type of call from claimants, including call escalation procedures, issue resolution, call closures, and ongoing quality assurance and continuous improvement efforts. Also include information and reports that Bidder will provide CTDOL to enable CTDOL to monitor these customer service activities.
- 7.24 Describe the criteria that Bidder will use to calculate the call abandonment rate and the factors that affect this rate.
- 7.25 Describe the criteria that you will use to calculate the call answer rate and the factors that affect this rate.
- 7.26 Describe other types of customer service issues not referenced above that Bidder anticipates and explain how they will be addressed and resolved.
- 7.27 Describe services available to claimants living outside of CT including those living in Canada and those with FPO and APO addresses
- 7.28 Describe your CSR training program for handling claimant inquiries and complaints in a courteous and professional manner.
- 7.29 Describe the help desk services you will provide to claimants, ATM and retailers not already described above.

- 7.30 Describe how you will handle a surge in call volumes due to increased claimant activity and increased call volumes.
- 7.31 Describe the process by which a claimant may select and/or change their Debit Card PIN via the Internet or IVR services twenty-four hours per day, seven days per week.
- 7.32 Explain PIN selection process under following circumstances:
- a) After initial card issuance
 - b) If PIN compromised
 - c) When card lost or stolen
 - d) If PIN number forgotten
 - e) Alternative methods of PIN selection
- 7.33 Describe how you will ensure that no call is transferred to voice mail or automatically disconnected from the queue.
- 7.34 Describe how you will comply with Regulation E requirements to include but not be limited to the following:
- a) Providing a secure web site for claimants to view the financial transaction detail posted to the account.
 - b) Providing a bilingual (English and Spanish) customer service contact for claimants to inquire about new deposits, available balance, recent transaction history, and all service needs related to the use of the debit card.
 - c) Providing periodic statements to claimants itemizing deposit amounts and detailed transaction history of the debit card.
- 7.35 Describe how you will provide a monthly statement for each cardholder. Bidders shall supply a sample statement in the proposal response.
- 7.36 Describe how you will notify claimant of all the policies and procedures related to the use of the debit card.
- 7.37 Describe how you will communicate any errors, changes in policy or procedures, returned mail, and requests for address changes to CTDOL and claimants. No changes in policy can violate the terms of the RFP or resulting contract.
- 7.38 Describe how you will provide free Internet services to claimants via a secure Web site. Such service must enable claimants to view or receive statements over the Internet, upon request.
- 7.39 Describe how Bidder shall provide cardholder with access to card balance and transaction information by the following means:
- a) Unlimited internet access.
 - b) Five toll-free calls per month.
 - c) Unlimited teller access at bank or credit union that displays Master Card or Visa logo.
- 7.40 Describe your procedures to resolve account discrepancies including the maximum cycle times for resolving questioned charges or credits appearing on the claimants' statement.
- 7.41 Describe how you will make the call centers and operating/processing facilities accessible for visits from CTDOL staff

- 7.42 Describe how Bidder will reimburse claimant for lost interest and bank-related expenses for failure to deposit funds to claimant's account as directed by CTDOL.
- 7.43 Describe the process enabling claimants to "cash out" their debit card account balance – i.e. less than \$1.
- 7.44 Describe what limitations, if any, are placed on the Cardholders – i.e., amounts available to withdraw, daily number of transactions permitted, etc.
- 7.45 Describe how specific information concerning Cardholder costs and fees will be provided to the Cardholder. Provide samples.
- 7.46 Describe procedures, if any, as to how messages from CTDOL to the Claimants are delivered. These are instructional messages related to specific credit transactions that are currently printed on check stubs.

8.0 Data Management

- 8.1 Describe the data you require from the CTDOL, and your ability to accept it, in order to:
- a) Establish or modify a Debit Card account (e.g., name, address, phone number, date of birth, and unique identification for Claimant).
 - b) Load money on a Debit Card account.
 - c) Effect reversals on a Debit Card account (Describe any limitations on our ability to do so as well).
 - d) Please include in your description the cut-off times (or required schedule) for our sending these files each day. If there are authentication processes for each file, please include what those are as well.
- 8.2 Describe how you will provide a procedure for using an industry standard electronically secure data connection, which allows CTDOL to transmit account information on a daily basis.
- 8.3 Describe how you will provide electronically to CTDOL the following information (include the file format(s)):
- a) The account numbers for Debit Card accounts as they are established.
 - b) Our payment related data for rejected files, returned files and reversals.
- 8.4 Describe the number of hours subsequent to receiving data from CTDOL that the Bidder shall process payments to the Cardholder's account so that the funds are available to the Cardholder. Include the number of hours/days for periods involving weekends and holidays.
- 8.5 Describe your reconciliation process, including a reporting timeline and CTDOL's access to reports, for money received from CTDOL versus money disbursed to Cardholders. Include audit trail(s) for each transaction throughout the process.
- 8.6 Describe your data archiving and retrieval procedures. The Awarded Bidder shall be required to retain records including but not limited to, financial records, supporting documents, statistical records and any other records, papers, logs, audit trails or books related to this RFP and any resulting Contract for a period of seven (7) years after the expiration of the Contract, or until CTDOL or interested government agencies are satisfied that all audit and litigation matters are resolved, whichever period is longer. The

Awarded Bidder may be requested to produce records or provide testimony as a keeper of record pursuant to a valid subpoena or court order. The Awarded Bidder shall immediately notify CTDOL's Director of the Office of Program Policy of any subpoena or court order directing the release of information and shall consult with CTDOL prior to releasing such information.

8.7 The daily account information transmitted from the CTDOL to the Bidder will include CTDOL's program code (e.g. UI, EB, TRA etc) under which the payments are made.

9.0 Other Payments

9.1 Describe if and how you will handle payments for claimants whom CTDOL may exempt from mandatory participation in the direct deposit or debit card program.

9.2 Describe the process of making payment to a claimant when the claimant is denied participation in the direct deposit or Debit Card program because of state or federal law or regulation.

9.3 Describe how requests to replace lost or stolen checks will be processed.

9.4 Checks prepared for payment to the Claimant are valid for six (6) months from the date of issuance. The Awarded Bidder shall ensure that outstanding checks are canceled six (6) months from the date of issuance and that those funds are returned to CTDOL immediately upon cancellation for return to the Unemployment Compensation Fund on a weekly basis.

10.0 Management

10.1 Project Management

This plan must include a proposed project schedule, a list of tasks, activities, and/or milestones that will be employed to administer the project, the assignment of staff members and concentration of effort for each, and the attributable deliverables for each. For key personnel (project manager, team lead, and assigned project team members), include the employee's name and, through a resume or similar document, the project personnel's education and experience in providing Debit Card services, particularly for UI benefit payments. Indicate the responsibilities each individual will have in the project and how long each has been with your company.

- a) The staffing plan should also include, but not be limited to:
 - i. An organization outline or chart,
 - ii. Some means of ensuring staffing continuity throughout the duration of the contract.
- b) The management plans must be updated and approved by CTDOL prior to implementation.
- c) The Bidder must provide an assurance of its commitment to cooperate with CTDOL staff and other external affiliates in the development of the Debit Card project.

10.2 Project Management Planning

The Proposal must include a complete set of management plans that include at minimum:

- a) Project management plan
 - i. Include narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

ii. Include a work plan explaining how the Bidder intends to meet the project deliverables. The plan should include the following at a minimum:

- statement of understanding of the project.
- time line and description of the card design process.
- time line and description of the initial card issuance process.
- time line and description of the ongoing card issuance process.
- time line and plans for instructional materials to be provided to customers.
- description of how the project will be managed, prioritized, and controlled.

b) Personnel

Show where these personnel will be physically located during the time they are engaged in the project.

- i. Project Manager - Identify the proposed project manager and key staff. This should include individuals that will oversee the implementation of the program as well as those who will support the operations of the program after implementation. For the proposed project manager, please provide a current resume, telephone number and hours of availability.
- ii. Account Representative. The Bidder will identify an Account Representative for this project. The Account Representative will be an employee of the Bidder that is dedicated to working with the State on resolving day-to-day issues.
- iii. Subcontractor Staff. The Bidder shall disclose the planned use of subcontractors to perform the services described in the RFP. This includes the following information: Name and address of each sub-contractor and the work the subcontractor will be performing.

c) Acceptance testing plan

Describe all acceptance testing processes. Include features and functionality to be tested, pass/fail criteria, approach to testing, roles and responsibilities, resources requirements and schedules.

d) Incident/Problem management plan

Describe, in detail, the process for managing cardholder inquiries and disputes. Provide workflow processes for handling normal, escalation and emergency events.

e) Training and communication plan

Indicate recommended approach to training of CTDOL personnel, including the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number of level instructors.

f) Marketing plan (current and future claimants)

g) Implementation plan

Submit a detailed implementation plan for providing the services required under this RFP. The successful bidder must work with all parties necessary to establish and perform the banking services required under this RFP. List major activities and time frames for completing the development, testing, transition to the production, and on-going support functions.

The implementation plan must include:

- i. A description of the bidder's implementation approach and how the project will be managed.
- ii. A timetable of major activities to be performed by the State and the successful bidder.

11.0 Query & Reporting

- 11.1 The Awarded Bidder must provide CTDOL with summary and detailed reporting, preferably through the Internet using a secure connection. Describe what regular reports you propose to provide and provide samples. At a minimum the following categories should be addressed in separate summary and detailed reports:
- a) Volume: Number of transactions processed, number of Debit Cards activated, number of Debit Cards not activated by First Pay (if determined needed by CTDOL), number of account protests itemized by category, amount of time from Debit Card issuance to activation.
 - b) Customer Service Activity: The number and types of calls received (IVR and Help Desk), the outcome of calls, the average talk time (IVR and Help Desk), number of calls abandoned (IVR and Help Desk), average wait time by type of call (IVR and Help Desk), number of calls completed (IVR and Help Desk), the number of calls answered by CSR with breakout of languages served, the number of calls answered and transferred to CTDOL with reason identified, the number of inquiries over the Internet, the number of balance inquiries (IVR, Help Desk, and Internet), PIN selection (IVR, Help Desk, and Internet), the number of transaction history requests (IVR, Help Desk, and Internet), the number of account protests by type of protest, and a detailed listing of complaints by customers with difficulty accessing services due to limited English proficiency, including the steps taken to enable service.
 - c) Risk Analysis: Number of PIN changes, Number of lost Debit Cards, number of Debit Cards reported as stolen, number of accounts closed due to fraud, and number of reissued Debit Cards.
- 11.2 Describe the ability to drill down in real time from summary reports to the details of the report. Describe the ability and process of downloading reports, transaction detail, transaction histories and data files (minimum acceptable: PDF and comma delimited) and describe all mechanisms to query by, and parameters or variables that may apply, including but not limited to, date ranges, calendar months, quarters or calendar and fiscal years (State and Federal).
- 11.3 Describe the ability to produce reports of Debit Cardholders, including counts of issuance, activation and expiration dates.
- 11.4 Describe the timeframe of when reports will be available.
- 11.5 Describe your policies, procedures and timeframes regarding the length of online data retention.
- 11.6 Describe your reconciliation process for money received from CTDOL versus money disbursed to Claimants including Audit Trail(s) for each transaction throughout the process. This includes, but is not limited to:
- a) Ensuring monies are identified and processed correctly.
 - b) Ensuring monies are deposited timely.
 - c) Ensuring monies are disbursed accurately.
- 11.7 Describe the minimum and maximum length of time it will take from the close of the daily process of receiving and distributing CTDOL funds to receipt of the reconciliation report by CTDOL.
- 11.8 The Awarded Bidder must provide CTDOL with a daily payment report of all funds settled to a claimant's Debit Card account.

12.0 Performance Standards & Corrective Action Plans

- 12.1 At least 95 percent of Cardholder accounts must be established within four (4) days of receiving all necessary Cardholder account information.

If the Awarded Bidder fails to meet this standard for a period of one (1) month, performance will be considered unsatisfactory which will result in a written warning being issued to the Awarded Bidder. In addition, the Awarded Bidder will be required to submit a corrective action plan. If within two (2) months of the initial failure, the Awarded Bidder cannot demonstrate that its performance has improved, a second corrective action plan will be required and the Awarded Bidder will be required to report daily to CTDOL the reasons that the standard is not being met and what is being done to address this issue. If the Awarded Bidder fails to meet this standard for a period of six (6) months, CTDOL will institute the Liquidated Damages Provisions referenced in Section 13.

- 12.2 At least 95 percent of Debit Cards must be mailed by first class mail to individuals identified to receive Debit Cards within four (4) days of receiving all necessary Cardholder account information.

If the Awarded Bidder fails to meet this standard for a period of one (1) month, performance will be considered unsatisfactory which will result in a written warning being issued to the Awarded Bidder. In addition, the Awarded Bidder will be required to submit a corrective action plan. If within two (2) months of the initial failure, the Awarded Bidder cannot demonstrate that its performance has improved, a second corrective action plan will be required and the Awarded Bidder will be required to report daily to CTDOL the reasons that the standard is not being met and what is being done to address this issue. If the Awarded Bidder fails to meet this standard for a period of six (6) months, CTDOL will institute the Liquidated Damages Provisions referenced in Section 13.

- 12.3 At least 95 percent of all payments must be deposited to establish Cardholder accounts and be available to the Cardholder within a time period not to exceed 24 hours of receiving the CTDOL payment file.

If the Awarded Bidder fails to meet this standard for a period of one (1) month, performance will be considered unsatisfactory which will result in a written warning being issued to the Awarded Bidder. In addition, the Awarded Bidder will be required to submit a corrective action plan. If within two (2) months of the initial failure, the Awarded Bidder cannot demonstrate that its performance has improved, a second corrective action plan will be required and the Awarded Bidder will be required to report daily to CTDOL the reasons that the standard is not being met and what is being done to address this issue. If the Awarded Bidder fails to meet this standard for a period of six (6) months, CTDOL will institute the Liquidated Damages Provisions referenced in Section 13.

- 12.4 IVR system and Web site must be operational at least 98 percent of the scheduled seven (7) days a week, twenty-four (24) hours per day service, except for normal maintenance.

Customer service representatives must be available at least 95 percent of the scheduled seven (7) days a week, twenty-four (24) hours per day service, with an average wait time of five (5) minutes or less.

The Awarded Bidder must provide "down time" reports. If services are not available as indicated above for one (1) month, performance will be considered unsatisfactory which will result in a written warning being issued to the Awarded Bidder. In addition, the Awarded Bidder will be required to submit a corrective action plan. If within two (2) months of the initial failure, the Awarded Bidder cannot demonstrate that its performance has improved, a second corrective action plan will be required and the Awarded Bidder will be required to report daily to CTDOL the reasons that the standard is not being met and what is being done to address this issue. If the Awarded Bidder fails to meet this standard for a period of six (6) months, CTDOL will institute the Liquidated Damages Provisions referenced in Section 13.

12.5 Customers must never be denied service because of the inability to speak or read English.

If, within a calendar quarter, there are more than five (5) complaints from customers being denied service, performance will be considered unsatisfactory which will result in a written warning being issued to the Awarded Bidder. Regardless of the number of complaints, the Awarded Bidder will be required to evaluate each complaint and provide a report. If five (5) complaints are received in the next calendar quarter, CTDOL may take corrective action and institute the Liquidated Damages Provisions referenced in Section 13.

12.6 The Awarded Bidder shall answer ninety-two percent (92%) of CSR-assisted calls within thirty (30) seconds of call transfer. Five percent (5%) of those calls will be answered with one (1) minute. The Awarded Bidder shall ensure that the CSR call abandonment rate does not exceed three percent (3%).

The Awarded Bidder shall ensure that calls are not automatically placed on hold. A call automatically placed on hold prior to being answered by a CSR does not meet the definition of “answered.”

The Awarded Bidder shall sustain a minimum of four-hundred (400) in-bound call connections at any given time without a busy signal.

The Awarded Bidder shall ensure that the longest wait time for any caller in the queue (including abandoned calls) does not exceed five (5) minutes.

If the Awarded Bidder fails to meet these standards for a period of one (1) month, performance will be considered unsatisfactory which will result in a written warning being issued to the Awarded Bidder. In addition, the Awarded Bidder will be required to submit a corrective action plan. If within two (2) months of the initial failure, the Awarded Bidder cannot demonstrate that its performance has improved, a second corrective action plan will be required and the Awarded Bidder will be required to report daily to CTDOL the reasons that the standard is not being met and what is being done to address this issue. If the Awarded Bidder fails to meet this standard for a period of six (6) months, CTDOL will institute the Liquidated Damages Provisions referenced in Section 13.

Part E - Liquidated Damages

13.0 CTDOL expects the Awarded Bidder to perform its responsibilities and tasks as specified in this RFP and any resulting Contract. This expectation is reasonable within normally acceptable business practices, and in the best interests of CTDOL and its Claimants. The Bidder shall include in its proposal an acknowledgement that CTDOL will be damaged if the Awarded Bidder fails to fulfill its obligations under the Contract and that liquidated or actual damages attach and will be payable from any funds accrued directly or indirectly by the Awarded Bidder as a result of handling (accepting) CTDOL funds.

13.1 CTDOL has chosen to address the majority of the project risks related to Awarded Bidder performance through the assignment of liquidated damages, subsequent to cure periods provided to the Awarded Bidder to correct issues which do not meet the Performance Measures, provided in Section 12 of this RFP. The liquidated damages described below represent the projected financial loss and expenditures that may occur as a result of Awarded Bidder non-performance, including financial loss as a result of project delays.

13.2 If the Awarded Bidder does not fulfill its obligations under the RFP and any resulting Contract, CTDOL will be damaged. Establishing the precise amount or value of such damage would be difficult to quantify. The liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by CTDOL to establish a reasonable estimate of the damages that will be incurred by CTDOL in the circumstances described.

- 13.3 CTDOL shall have the right to collect liquidated damages assessed by CTDOL against the Awarded Bidder upon demand for payment. In addition, if at any time there are amounts payable to the Awarded Bidder under the Contract, CTDOL shall have the right to deduct and/or withhold the amount of any liquidated damages assessed by CTDOL against the Awarded Bidder from the amounts payable to the Awarded Bidder.
- 13.4 CTDOL shall notify the Awarded Bidder in writing, for any default specified herein, and such liquidated damages shall be paid by the Awarded Bidder within thirty (30) days of the CTDOL notice. Upon receipt of written notice, the Awarded Bidder will have ten (10) days to provide a written explanation of any justification that may be applicable to the liquidated damages being considered and a corrective action plan for bringing the operations within the standards specified. CTDOL shall have the right to approve and make changes to the corrective action plan submitted by the Awarded Bidder. The corrective action plan shall be implemented by the Awarded Bidder at no cost to and upon approval by CTDOL. Liquidated damages will not be assessed during the specified cure period for the activity in question. The Awarded Bidder's failure to pay the assessed liquidated damages within the designated time frame may be deemed by CTDOL as a breach of Contract.
- 13.5 CTDOL has identified certain instances of default or non-performance that, should they continue to occur over extended periods of time, will cause extreme financial losses to and hardship for CTDOL. Should the Awarded Bidder fail to complete the work within the agreed upon times or terms, CTDOL will assess and collect liquidated damages in the amounts set out below. However, if such conditions of default continue, CTDOL intends to pursue recovery of actual losses resulting from the Awarded Bidder's failure to perform and expressly reserves this right. CTDOL's failure to assess liquidated or actual damages for any of the specific instances cited in no way modifies or waives CTDOL's right to assess additional liquidated or actual damages relating to other similar occurrences in addition to the specific liquidated damages noted below.
- 13.6 Failure to generate and deliver the reports or files as scheduled will result in assessment of three thousand, five hundred dollars (\$3,500.00) per day liquidated damages per report or file, following a five (5) business day cure period.
- 13.7 Failure to have the toll-free client number and IVR scripts functional at Implementation will result in the amount of three thousand, two hundred fifty dollars (\$3,500.00) liquidated damages assessment per day following a five (5) business day cure period.
- 13.8 Failure to have the toll-free retailer number and IVR scripts functional at Implementation will result in the amount of two thousand, two hundred fifty dollars (\$3,500.00) liquidated damages assessment per day following a five (5) business day cure period.
- 13.9 CTDOL will assess liquidated damages in the amount of two thousand, seven hundred fifty dollars (\$3,500.00) per day upon the Bidder's failure to correct Performance Measure Violations pursuant to Section 12 of this RFP.
- 13.10 CTDOL will assess liquidated damages in the amount of ten thousand, five hundred dollars (\$10,000.00) per day following a one (1) business day cure period if the IVR, Help Desk, or web system(s) fails and are not restored within three (3) hours.
- 13.11 CTDOL will assess liquidated damages in the amount of thirty six thousand, five hundred dollars (\$36,500.00) per day following a one (1) business day cure period if all of the deposits to the Claimant's Debit Card are not made on the business day that they are received by the Awarded Bidder.
- 13.12 CTDOL will assess liquidated damages in the amount of ten thousand dollars (\$10,000.00) per day following a one (1) business day cure period if the Awarded Bidder is unable or not ready to accept deposits from CTDOL within ninety (90) days from the date the Contract is signed.

Part F - Periodic Audit Requirements

- 14.0 All books, records and documents related to work performed by the Awarded Bidder or monies received by the Awarded Bidder shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State of Connecticut. As noted in Section 8.6 of this RFP, the Awarded Bidder shall be required to retain records including but not limited to, financial records, supporting documents, statistical records, any other records, papers, logs, audit trails or books related to this RFP and any resulting Contract for a period of seven (7) years after the expiration of the Contract, or until CTDOL or interested government agencies are satisfied that all audit and litigation matters are resolved, whichever period is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the Contract, the Awarded Bidder shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such exception. The contractor agrees to correct immediately any material weakness or condition reported to the state in the course of an audit.

Part G - Value Added Services

- 15.0 Describe any valued added services, i.e. services beyond those services previously outlined in this RFP, that you may provide that affords additional benefits to CTDOL or the claimant. Examples may be: Providing messages to account and cardholders on behalf of CTDOL; including informational inserts designed by CTDOL with mailings to account and cardholders; or providing a paper ledger for the account and cardholders to record transactions.

Part H - Disaster Recovery/Business Continuity

- 16.1 Describe Bidder's comprehensive and tested disaster recovery plan. Include timelines to include implementation beginning at the start of the Contract, and how Bidder would continue operations due to events which would preclude Bidder's normal operations for more than twenty-four (24) hours. The plan must include provisions to ensure no interruption of services, loss of documents or loss of data. The backup system of the Awarded Bidder must parallel all systems required to continue daily operations.
- 16.2 Describe how Bidder will conduct disaster recovery testing on a periodic basis.
- 16.3 The disaster recovery plan will be updated at no cost to CTDOL if testing or changes to state or federal requirements result in such changes.
- 16.4 Describe how Bidder will maintain, test and update the disaster recovery plan. Describe the post test evaluation and reporting process as well as the time needed to incorporate changes in the disaster recovery plan. On request of CTDOL, Bidder must provide documentation to CTDOL regarding disaster plan testing and test results, with the understanding that CTDOL may provide such documentation to the United States Department of Labor, as required.
- 16.5 Describe whether Bidder maintains a fully redundant telecommunications network, in the event of an emergency.

- 16.6 CTDOL reserves the right to send a representative to any disaster testing, with all associated travel and per diem costs reimbursed by the Bidder.
- 16.7 Describe how Bidder will ensure uninterrupted services to Claimants for all electronic services within your control.
- 16.8 Describe the manner in which Bidder would implement its disaster recovery plan, including the timelines, process, roles, and responsibilities.
- 16.9 Bidder to participate in any periodic testing conducted by CTDOL.

Part I – Transition

Describe your process for assisting CTDOL in transitioning from its current bank (if current bank is not selected), which provides bank account and lockbox services; its current data entry Bidder; and its current in-house imaging services. The transition description should discuss: an implementation plan including Bidder contacts and their experience/qualifications for each service; the Bidder's ability to accept "dummy" tax documents for processing to test the Bidder's understanding of CTDOL check processing, document sorting, data entry and imaging requirements; a transmission of electronic test files; and any other suggestions the Bidder deems appropriate to assist in CTDOL's transition.

- 17.1 Upon award of the contract, Awarded Bidder must provide debit card related training to CTDOL and to all claimants, as noted in Lines 6.27 and 10.2(e) of Section II, Part D of this RFP. CTDOL will have final approval of all training and instructional materials. Describe your proposed process, including mail out dates for notification and training materials.
- 17.2 Both CTDOL and the Awarded Bidder agree that upon any termination of this Contract, a smooth transfer is in the best interest of the public being served. Therefore, upon award of the contract, the Awarded Bidder agrees to develop a reasonable transition plan in the event of such termination, and submit such plan to CTDOL for approval within 90 (ninety) days of the award of contract. CTDOL and Awarded Bidder will work together to ensure completion of the plan at a date agreed upon by CTDOL and the Awarded Bidder, but not later than six (6) months from the award of the contract. The transition plan shall provide for orderly transition of software, data, equipment and operations at the termination of this Contract. The plan shall specify the tasks to be performed by the parties, the schedule for the performance of such tasks and the respective responsibilities of the parties associated with the tasks.
- 17.3 In addition to the above, the written transition plan must include, at a minimum, the procedures and schedule under which:
 - a) The Awarded Bidder's and the CTDOL's transition managers shall meet to review the status of the transition plan activities and to resolve any issues.
 - b) All non-critical software changes shall be frozen.
 - c) Outside Bidders shall be notified of procedures to be followed during the transition.
 - d) All software libraries (tests, development, and production) shall be reviewed with CTDOL or another entity.
 - e) A listing of the source code, in a format and medium agreed to by the Awarded Bidder and the CTDOL Contract manager, shall be generated.
 - f) Hardware and software transfer shall take place.
 - g) Data shall be transferred.
 - h) Financial reconciliation of all funds, including settlement of make whole funds.

- i) Electronic images shall be provided to CTDOL.
- j) All CTDOL information, documents, mail, instruments, and other relevant information are transferred to CTDOL.
- k) Any interim measures deemed necessary to ensure compliance with federal and state law and regulations are taken.

Final approval of the transition plan resides with CTDOL. The Awarded Bidder and CTDOL shall revisit the plan during January of each year of the Contract. The termination of services under this Contract, occurring for any reason, shall be governed by and follow the approved transition plan.

- 17.4 In addition to the above, in the event of the expiration or termination of all or part of the services being provided under this Contract, the Awarded Bidder shall, upon CTDOL's request:
- a) Provide to CTDOL or third-party personnel training in the performance of the affected services. In addition, the Awarded Bidder shall provide to CTDOL and any designated third-party service provider, in writing, to the extent available, applicable requirements, standards, policies, operating procedures and other documentation relating to the affected services and necessary access to the systems and sites from which the affected services were provided and shall provide CTDOL or its designee all information necessary to transition without interruption of services including, but not limited to, historical debit card holder account data, names and addresses for billing, mailing, reports, etc. in a format specified by CTDOL within one (1) week of request.
 - b) Extend the debit card services for a period up to one hundred eighty (180) days (time period is at sole discretion of CTDOL), or until such time as services of a new contract is in effect and implemented, as determined by and at the sole discretion of CTDOL. Following this period, the Awarded Bidder shall answer questions from CTDOL on an "as needed" basis.
 - c) Cooperate with CTDOL to assist with the orderly transfer of services, functions and operation provided by the Awarded Bidder hereunder to another service provider. Awarded Bidder personnel critical to the transfer efforts shall be identified by the parties. The Awarded Bidder shall ensure the cooperation of its key employees during the transfer process. The Awarded Bidder shall provide full disclosure to CTDOL of the equipment, Software, and third-party supplier services required to perform services previously performed by the Awarded Bidder within sixty (60) calendar days of any CTDOL request for such information. The Awarded Bidder shall exercise reasonable efforts to affect a transfer of license or assignment of agreements for any Software or third-party services utilized by the Awarded Bidder to provide services to CTDOL. The Awarded Bidder shall exercise its best efforts to ensure that CTDOL obtains appropriate access to third-party services, Hardware, Software, personnel and facilities required to perform an orderly termination.

Part J- Confidentiality & Security

- 18.1 All employer reported and unemployment compensation data, in whatever form it is furnished to the Awarded Bidder by CTDOL, and all claimant account information created as a result of any contract resulting from this RFP, is considered "confidential information" for purposes of this RFP and the resulting contract and must remain confidential in accordance with Conn. Gen. Stat. §31-254 and Federal law. Confidential information may not be sold or otherwise shared with any other entity not associated with the contract or for any purpose other than the execution of the contract, unless required by law. In addition, the Bidder may not use employer reported, claimant or account information to solicit other business and must ensure such information is protected and kept confidential. For security reasons, Bidder may not subcontract services performed related to Parts A through D of Section II of

this RFP. Additionally, Bidder will ensure that any Bidder employees who may have access to confidential information have no record of criminal conviction.

- 18.2 Bidder agrees that all personnel and subcontractors, if applicable, authorized to access confidential CTDOL data shall be fully appraised of the confidential nature of the information. The Bidder's employees and subcontractors, if involved with Direct Deposit or Debit Card Services pursuant to this RFP, will be required to execute an agreement regarding the confidentiality of employer reported, claimant and account information. Describe Bidder's process and procedures to ensure the confidentiality of direct deposit account holder and debit cardholder information. Describe the physical, technical, logistical and personnel security measures you will use to ensure confidentiality of claimants' information and provide details of the security package used to control access to claimants' information. Include information on tracking, logging, monitoring, and reporting capabilities for physical and electronic access to premises, equipment, and data. Include any personnel forms and processes related to physical and information security.
- 18.3 Describe the security features associated with the debit card for activation, counterfeit prevention, and fraud prevention.
- 18.4 Describe your procedures for preventing identity theft and responding to fraudulent activities.
- 18.5 Describe your internal controls to help monitor, detect, record or log, prevent and minimize unauthorized physical and information technology activity.
- 18.6 Describe your procedures to resolve and/or prosecute fraud, how and when you will notify CTDOL of the situation, and what information you will provide.
- 18.7 Describe the procedures and timeframes for reinstating suspended and/or canceled accounts.
- 18.8 Describe the data elements which constitute individual account information.
- 18.9 Describe how quickly and the manner by which you will notify CTDOL and claimants of any data breaches that might expose claimant's individual account information.
- 18.10 Describe the assistance you will provide to claimants in case their individual account information is compromised.
- 18.11 Describe how physical records are destroyed and what logging and reporting of the record destruction activity is provided to CTDOL. Describe the frequency of the destruction, and any state or federal requirements which may be associated with this.
- 18.12 The Bidder must have the ability to record threatening phone calls, and must notify CTDOL of all phone calls, correspondence, and contact with people threatening physical harm to CTDOL and/or Bidder personnel and/or property if such threat is associated with CTDOL, within one (1) hour. The details of who is responsible for notifying CTDOL, and under what circumstances this shall occur shall be provided in the Security Management Plan.
- 18.13 CTDOL does not endorse any Bidder, commodity or service. No public disclosures or news releases pertaining to this RFP and resulting contract shall be made without the prior written approval of CTDOL. Awarded Bidder is prohibited from using Contract award information, sales values/volumes and/or CTDOL customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from CTDOL.
- 18.14 Bidder must notify CTDOL as soon as possible, but no later than one (1) business day, of any and all phone calls, correspondence, and contacts from Public Officials and the press which relate to the Debit

Card or Direct Deposit program, or any UC claimant, and the nature of each inquiry and the response, if any, provided.

- 18.15 The Awarded Bidder shall immediately notify CTDOL both verbally and in writing if any data in the Bidder's possession which relates to confidential CTDOL data is subpoenaed. Also, CTDOL data shall be used only as authorized by CTDOL and the contract. Improper use, copying or removal of data shall be immediately reported to CTDOL. The Awarded Bidder shall cooperate with CTDOL in taking all steps as CTDOL deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.
- 18.16 Bidder agrees that no confidential information obtained from CTDOL, and no account information created as a result of this RFP and resulting contract, may be placed or stored on a mobile computing or storage device, including, but not limited to, notebooks, PDAs, cell phones with internet browsing capability, and flashdrives.

Section III – Contract Term

The Office of the Treasurer intends to enter into a contract for a five year term. The agency, in its sole discretion, may request up to one (1) two-year extension of the contract.

Section IV – Contractor Qualifications

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

- A. The Bidder must be a financial institution organized under the laws of the United States.
- B. The Bidder must have demonstrated comparable experience of similar or greater volume with each of the services it is proposing to provide.
- C. The Bidder must be able to act as an Originating Depository Financial Institution and must be able to perform Federal wire transfers.
- D. The Awarded Bidder will be responsible for managing all efforts required to satisfy CTDOL's stated needs in the service areas and will manage all subcontractors. CTDOL requires that the Awarded Bidder ensure that all subcontractors adhere to CTDOL's contractual requirements for the Awarded Bidder.
- E. Awarded Bidder must provide a minimum \$25 million fidelity bond
- F. Awarded Bidder must provide Errors and Omissions Insurance of at least \$20 million
- G. Warranty of Financial Good Standing: The Bidder warrants that to the best of its knowledge there are no actions, suits, or proceedings pending or threatened against or affecting it or any of its property in any court or before any arbitrator or before or by any governmental entity, domestic or foreign, except actions, suits, or proceedings of the character normally incident to the kind of business conducted by it and as to which, any adverse determination in excess of any accruals to reflect potential liabilities would not materially adversely impact its business, assets, operations, or condition, financial or otherwise, taken as a whole, or materially adversely impact its ability to perform its obligations under the RFP and any resulting Contract, and it is not in material default with respect to any material Order of any court, arbitrator or governmental entity.

Bidder also warrants that all information provided to in accordance with this RFP fairly present its consolidated financial position as of the date of its submission and that has not been any material adverse change in its business, assets, liabilities, or condition, financial or otherwise.

- H. Proposals must include the disclosure of any ongoing litigation and any adverse actions against Bidder in Connecticut or in any other State or by the federal government within the past three (3) years. The disclosure must include the date of initiation and if resolved, the resolution, the nature of the litigation or adverse action, and the parties involved in the action.
- I. The Bidder must comply through the term of the Contract with Regulation E (12 CFR Part 205) issued by the Board of Governors of the Federal Reserve System pursuant to the Electronic Fund Transfer Act (15 U.S.C. §1693 et seq.), including those provisions of the Regulation that apply specifically to government programs. In the event that the federal law or any applicable State law is amended, the Scope of Work will be updated to include any statutory requirements.

- J. The Awarded Bidder shall provide evidence of certification and/or membership and compliance with FDIC or NCUSIF rules and regulations within thirty (30) days of Contract award.

- K. The Awarded Bidder must be ready to comply with all terms of the RFP and any resulting Contract including accepting and distributing deposits from the State, providing lockbox services, bank accounts, data entry, document imaging check processing, direct deposit, and debit card services no later than ninety (90) days from the Contract award, unless otherwise agreed by both parties.

Section V – Submission Deadline

Proposals must be received by 4:00 p.m. on February 6, 2009 at the Office of the State Treasurer, 55 Elm Street, 6th Floor, Hartford, CT 06106, Attention Lawrence Wilson, Assistant Treasurer – Cash Management.

Section VI – Evaluation Criteria

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

- A. Experience of the Bidder in providing the proposed services – deposit and lockbox (including data entry and document imaging) services, check and direct deposit services, and debit card services.
- B. Quality of proposed services. Factors to be considered will include those listed in Appendix 1 of this RFP.
- C. Qualifications of personnel including the experience and availability of the day-to-day personnel servicing the State’s business and the breadth, depth and availability of other professionals to provide services to the State. Bidder’s demonstrated commitment to understanding and serving client needs and responsiveness to client requests for assistance.
- D. Team organization and approach including the ability of the Bidder to adequately staff and complete time-sensitive transactions and to interact effectively with the State personnel.
- E. Financial impact, including fees, compensation and the availability of funds.
- F. Connecticut presence as evidenced by the number of offices the Bidder maintains in Connecticut, the number of Connecticut residents employed in those offices, and the provision of proposed services within the state.
- G. Extent to which work (development, ongoing support and customer service) by Bidder and subcontractors will be performed within the United States.
- H. Financial capability to provide the requested services and overall financial stability of the Bidder.
- I. Equal employment opportunity record as evidenced by the composition of Bidder’s personnel and the Bidder’s affirmative action and equal employment opportunity policies and practices.
- J. 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.
- K. Overall compliance with State and federal laws and policies as evidenced in the completion of the Required Legal and Policy Attachments and the required submissions.

Financial impact, including fees, compensation and the availability of funds will be an important factor in the evaluation process. The State Treasurer’s Office, however, is not required to select the lowest cost response.

A committee of Treasurer's Office and CTDOL personnel will evaluate each proposal. The State Treasurer will make the final selection or selections.

After final Bidder selection, the State will enter into contract negotiations with the selected Bidder to finalize terms, fees and conditions. This RFP and the selected Bidder's proposal, or any part thereof, may be included in and made a part of the final contract.

If an acceptable agreement with the Bidder is not reached within 30 calendar days of the Bidder selection, the State reserves the right to disqualify the Bidder and to negotiate with the next preferred Bidder.

Section VII – Instructions

- A. 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:
- Lawrence Wilson, Assistant Treasurer – Cash Management
State Treasurer's Office
55 Elm Street, 6th Floor
Hartford, CT 06106
860.702.3126
860.702-3140 (fax)
lawrence.wilson@ct.gov
- B. Bidder's Representatives.** Bidders must designate an authorized representative and one alternate. Provide the name, title, address, telephone and FAX numbers, and e-mail address for each representative.
- C. Communications Notice.** All communications with the Treasury or CTDOL or any person representing the agencies concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by Bidders or their representatives may result in disqualification or other sanctions, or both.
- D. RFP Timeline (Schedule of Events).**
- | | |
|------------------------------------|-----------------------------------|
| <i>December 31, 2008</i> | RFP Released |
| <i>January 12, 2009</i> | Letter of Intent Due |
| <i>January 15, 2009</i> | Bidders' Conference |
| <i>February 6, 2009, 4:00 p.m.</i> | Deadline for Submitting Proposals |
- E. Letter of Intent.** Any Bidder intending to respond to this RFP must submit a Letter of Intent to the Official Agency Contact by US mail or facsimile not later than January 12, 2009. As an original signature is required, a letter of intent sent by e-mail will not be accepted. The letter of intent is non-binding, in that the Bidder is not required to submit a proposal. The purpose of the letter of intent is to enable the agency to send interested Bidders new information concerning this RFP in a timely manner.
- F. Bidders' Conference.** A Bidders' conference will be held on **January 15, 2009** at 10:00 a.m. at the Office of the Treasurer, 7th floor conference room, 55 Elm Street, Hartford.

The rules for the Bidders' conference are as follows:

1. No questions will be answered prior to the conference.
2. Questions may be submitted in writing, either prior to or at the conference. Questions may also be asked at the conference.
3. All questions received before or at the conference will be answered orally at the conference. If any follow-up responses or clarifications are necessary after the conference, they will be distributed to only those in attendance at the conference.
4. Any questions received in writing after the conference will be answered in writing as time permits, with copies distributed to all Bidders in attendance at the conference. No substantive questions will be answered orally after the conference.
5. Attendance at the bidders' conference is mandatory. Proposals from Bidders which do not attend the conference will not be considered.
6. Any RFP amendments will be sent to all Bidders attending the bidders' conference.

- G. Inquiry Procedures.** Bidders may submit questions about the RFP to the Official Agency Contact. Questions must be in writing and submitted by US mail, facsimile, or e-mail. Questions will not be accepted over the telephone. Anonymous questions will not be answered. The agency reserves the right to provide a combined answer to similar questions.
- H. Confidential Information.** Bidders 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 Bidder to be confidential and proprietary should be identified. Bidders should also provide justification why such information, upon request, should not be disclosed by the Office of the Treasurer.
- I. 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.
- J. Proposal Style.** Proposals should be prepared simply and economically, providing a straightforward, concise description of Bidder capabilities and approach. Elaborate proposals are not warranted. The emphasis should be on completeness and clarity of content.
- K. Affirmations Concerning Contract and Conditions.** Include a written statement that the Bidder 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 Bidder.
- L. 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.
- M. 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 Bidder'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 Bidder'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.

- N. Consultants.** Any Bidder 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 Bidder 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.
- O. Packaging and Labeling Requirements.** All proposals must be submitted in sealed envelopes or packages clearly labeled "RFP – CTDOL Banking Service." An original (clearly identified as such) proposal, eight conforming copies, and one copy in PDF format on a CD-R disk must be submitted. The original proposal must be signed by the Bidder. Unsigned proposals will be rejected. Proposals transmitted by facsimile will not be accepted or reviewed.
- P. Meetings with Bidders.** At its discretion, the agency may convene meetings with Bidders 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 Bidders to make an appointment. Any such meetings are tentatively scheduled for the week of (*Month Day - Day, Year*).
- Q. 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.

1. Cover Letter

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

- a) Contact Information
- i. Name of Bidder
 - ii. Business Location
 - iii. Mailing Address
- b) Bidder's Representatives
The Bidder must designate an authorized representative and one alternate who may speak and act on behalf of the Bidder in all dealings with the agency, if necessary. Provide the following information for each individual.
- i. Names and titles
 - ii. Telephone Numbers
 - iii. Email Address
- c) A statement indicating which services the Bidder is proposing to provide and a statement indicating that the Bidder has the capability to provide the proposed services.
- d) A statement that the Bidder meets the minimum qualifications set out in Section IV for the proposed services. If a Bidder 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 Bidder has thoroughly reviewed the RFP and acknowledges and accepts all terms and conditions included in the RFP.
- f) Include a statement that the Bidder 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.

2. Bidder Information

- a) For each service – deposit and lockbox services (including data entry and document imaging services), check and direct deposit services, and debit card services -- you are proposing to provide: Describe your experience, facilities, processes and personnel that demonstrate your capability to meet or exceed the RFP requirements.

Specifically include:

- i. Description of lockbox, direct deposit and debit card customer service departments, hours of operation, number and experience of staff.
 - ii. Planned system changes or conversions.
 - iii. Experience with providing the required and optional services.
- c) Provide the legal definition of the Bidder's business organization. If the Bidder is a corporation, provide: the state in which incorporated; the types of business ventures in which the Bidder is involved; and a chart of the organizational structure. Proposal must include:
- Company name and description of services.
 - If a subsidiary, the name of the parent company.
 - Ownership.
 - Other company locations.
- c) Indicate clients, to whom you provide similar services, that have equivalent or greater lockbox, direct deposit and debit card volumes. Please specify the volumes for each client.
- d) Indicate the total monthly processing volume for each service you are proposing to provide.
- e) If a change of ownership of the Bidder is anticipated during the twelve (12) months following the submission, the Bidder must describe the circumstances of such change, when the change is likely to occur, and potential impacts on your customer services.
- f) Indicate which services would be provided by subcontractors. Indicate the experience of the subcontractors in providing the proposed services and the Bidder's experience with working with the subcontractors.
- g) If a merger with another financial institution is planned or underway, please discuss potential impacts on your customer services.
- h) Financial Condition
Include the two most recent audited annual financial statements.

Please provide your latest data on the following three ratios:

Total Risk-Based Capital Ratio
Tier One Leverage Ratio
Tier One Risk-Based Capital Ratio
Please include the date of the information.
- i) References

For each service you are proposing to provide, identify three recent clients for which you are providing similar services that we may contact as references. Provide the following information for each reference: name, title, company address, and phone number. If you provide different services to the same client, you may cite that client multiple times. At least one of the clients must be a governmental entity.

j) Corporate Practices

In addition to the information requested in the attachments, Bidders should include:

- Their Community Reinvestment Act rating and the date of that rating.
- The number of offices the Bidder maintains in Connecticut and the number of Connecticut residents employed in those offices. Also indicate where each of the proposed services would be performed.

3. **Outline of Work**

This section of the proposal should describe the Bidder's approach and plans for accomplishing the work outlined in Section II – Scope of Services. The description should be provided in sufficient detail to permit the state to evaluate proposals fairly without the possibility of misinterpretation. Further, the Bidder should propose a plan for working with state personnel in an effective, mutually agreeable contractor-client relationship.

Bidders are encouraged to suggest alternative or innovative approaches to meeting the state's service requirements. Such alternatives should be described and clearly priced separately.

This section should contain (1) a general overview of not more than two pages and (2) detailed responses to each required and optional service item and requested response in Section II – Scope of Services. The detailed portion should clearly and precisely follow the format of Section II – Scope of Services.

Bidders must address each of the required and optional items for each of the proposed services.

4. **Schedule**

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

5. **Personnel Resources**

- i) Staffing Plan--Identify the personnel resources that will be assigned to each activity delineated in the work plan (above). State the proportion of time that personnel will allocate to each task of the project.
- ii) Key Personnel--Identify the key personnel that will be assigned to this project. Attach resumes reflecting their qualifications, including related work

experience. Note: The Office of the Treasurer must be notified in writing and in advance regarding the departure of any key personnel from the project.

6. **Proposed Cost**

Bidders should provide pricing information for services listed in the Pro Forma account analysis format shown below, as well as any other costs that may be associated with the provision of services.

Service components listed reflect fees and charges for all services included in this RFP. Complete the form only for those charges that apply to your financial institution and your proposal.

If your financial institution has additional fees or services that would need to be included to meet the service requirements, please include them. Please make sure that all fixed and variable costs have been included. The State will not pay fees for items not included in your proposal.

<u>Services Performed</u>	<u>Monthly Volume</u>	<u>Unit Price</u>	<u>Total</u>
Account Maintenance			
Monthly Statement			
Checks Paid			
Full Reconciliation per item			
Digital Image-checks paid			
6 Month Paid-Item Report			
Per Item Deposit Charge			
Per Deposit Ticket			
Return Items - Chargebacks			
Return Items - Redeposit			
Return Items - Special Handling			
Check Copies Per Request			
Check Copies - Compact Disc (CD)			
Insufficient Funds Charge			
Stop Payment Orders			
Coin & Currency Charges			
Foreign Collections			
International Returned Check			
Wire Transfers Outgoing Repetitive			
Wire Transfers Outgoing Non-repetitive			
Wire Transfers Incoming			
Internal Wire Transfer			
ACH Transfers - Outgoing			
ACH Transfers - Incoming			
Courier Service - Per Trip			
Daily Reports - Hardcopy			
Daily Report - Diskette			
Electronic Transmission Charge			
Online System			
Earnings Credit Rate (formula & December 2008 rate)			
Paid tape or transmission			
Paid tape or transmission per item			
ACH Monthly Maintenance			
Interday Detail Report			
Prior Day Detail Report			

ACH Block/Filter

Direct Deposit

ACH Returns
ACH Control
ACH Originated Items –PPD Debit
ACH Originated Items –PPD Credit
File Processes
Notification of Change
ACH Reversal/Delete Batch File

Lockbox Charges

Lockbox Per Month
Lockbox Per Remittance Document -- OCR
Lockbox Per Remittance Document -- non-OCR
Lockbox Returns Duplicate statement mailed
Wire notification, via phone
L/B fax notification
Non deposit able correspondence
No deposit notification
Rough sorting
Walk in deposits
Re-association
Processed Item scanning
Paper check imaging
On line paid item access
Data entry of information contained on DOL forms (see attached examples):
 UC-2, UC-2int, UC-2MAG, UC-2Corr, UC-11, UC-918, UC-405, UC-103C,
 UC-5A, UC-5R, UC-30, UC-62 & UC-62U

Debit Card Charges

Card issuance & renewal fee
Value load fee
Lost/ Stolen card processing – replacement
Minimum/maximum dollar value allowed to be loaded on the card.

Additional services (To be specified by financial institution, as necessary)

The Treasurer requires that all prices quoted be fixed for a minimum of three years and that any subsequent price increases may not exceed the Consumer Price Index for the previous year.

Pricing information must be provided both on a direct fee for service basis and a compensating balance basis. The State reserves the right to evaluate costs and request services based upon either a fee-for-

service or a compensating balance basis. To better evaluate the true cost of compensation through balances, please provide the formula used for calculating the earnings credit rate. Should the State decide to provide compensation on a balance basis, credit and debit balances at the end of each month shall be carried over to the next month regardless of the calendar year, or whatever time frame that the financial institution uses.

An analysis of service charges incurred should be provided to the Office of the Treasurer on a monthly basis. We would prefer to receive the analysis data via electronic media.

The financial institution will be required to pay a penalty for each line item that is billed incorrectly on the account analysis or invoice. The penalty shall equal \$50.00 per line item or 15 percent of the line item total, whichever is greater.

Data entry fees shall be billed directly to the CTDOL.

IV. Compliance

- a) Legal and Policy Attachments—Complete the Legal and Policy Attachments in accordance with the Directions. PLEASE NOTE: If you are the selected Bidder, 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 VIII--RFP Conditions

1. All proposals submitted in response to this RFP will become the sole property of the Office of the State Treasurer.
2. The Office of the State Treasurer began planning to obtain the services to be covered by this contract in May 2007.
3. The State Treasurer shall be required, as a part of the procurement process, to certify that the Bidder 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. The date planning began for this RFP (for purposes of the Gift Affidavit) is May 2007.
4. The successful Bidder 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 State of Connecticut.
6. Timing and sequence of events resulting from this RFP will ultimately be determined by the Office of the State Treasurer.
7. The Bidder 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 Bidders in preparing or submitting proposals, including travel expenses incurred to attend Bidders' meetings or interviews are the sole responsibility of the Bidder.
10. No additions or changes to the original proposal will be allowed after submission, except where corrections of errors or omissions may serve the best interests of the state. Clarifications of proposals may be required by the Office of the State Treasurer at the Bidder's sole cost and expense.
11. The Bidder represents and warrants that the proposal is not made in connection with any other Bidder and is in all respects fair and without collusion or fraud. The Bidder further represents and warrants that the Bidder 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 Bidder'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 Bidder must accept Office of the State Treasurer's standard contract language and conditions. See Standard Contract and Conditions attached (page 79).
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 Bidder 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, or if such action is determined by the Office of the State Treasurer to be in the best interests of the state. 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 Bidder and subsequently awarding the contract to another Bidder. 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 Bidder 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 Bidder.
16. Prior to its engagement by the Office of the Treasurer, the successful Bidder 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 Bidder to timely provide a Letter of Good Standing prior to engagement may result in the removal and replacement of the successful Bidder.
17. Financial institutions will be subject to the General Statutes of Connecticut with particular reference to Chapter 656 (Protection of Public Deposits) and Sections 3-24, 4-33, 7-401, and 36-52d (Community Reinvestment Act Compliance).

Appendix 1 - Evaluation Factors

Quality of Services Provided by Bidder for Tax Deposits

Lockbox evaluation

Check Processing

- a) Ability to deposit funds on same day (minimum requirement is next business day) with particular attention to peak performance (8,000+ checks in one day).
- b) Ability of Bidder to deliver balanced batches.

Document Processing

- a) Ability of all staff to sort and batch per CTDOL rules.
- b) Ability of Bidder to deliver documents to CTDOL within required timeframe.
- c) Ease with which CTDOL will be able to obtain check copies.
- d) Bidder's ability to pick up from lockboxes at least once per day.

Data Entry evaluation

Process

- a) Quality control measures
- b) Data entry error rates
- c) Staffing levels
- d) Ability to handle CTDOL quarterly peaks.
- e) Perform mathematical edits for lines 1, 2, and 3

Quality & Speed

- a) Perform all data entry and send electronic file within required timeframe.
- b) Ease with which CTDOL can inform Bidder to "hold/not transmit" file while CTDOL closes the month

Document Imaging evaluation

Quality & Speed

- a) Bidder's quality of indexing and their indexing error rate

Perform all imaging, indexing and send electronic file within required timeframe.

Bank Account evaluation

Bank Statements

- a) End of month Bank Statements and their availability

Account Activity and Balances reports

- a) Previous day detail and summary reports and their availability
- b) Access to current day detail and summary reports

Income / Expense Analysis reports

On-line system for Reports, Queries, and Transaction Searches.

ACH Debit File to extract Employer Taxes from their bank accounts

- a) Capability to receive and process an ACH Debit file transmission from CTDOL
- b) Confirmation/release process for transmitted ACH files

Quality of Services Provided by Bidder for Benefit Disbursements

Benefit Payments via Direct Deposit & Debit Cards evaluation

Services to CT as a Customer

- a) Bidder demonstrates a thorough understanding of the purpose and scope of effort to effect Unemployment Insurance benefit payments electronically via ACH.
- b) Management plan supports project requirements.
- c) Bidder process to effect UI benefit payments and related transactions via ACH is fully described and meets CTDOL requirements.
- d) Direct Deposit and Debit Card requirements and characteristics are fully identified and meet CTDOL requirements.
- e) Debit card use and functionality is fully described and meets CTDOL requirements.
- f) Debit Card design, distribution and activation is fully described and meets CTDOL requirements,
- g) Debit Card production and distribution to meet or exceed time frames outlined in body of RFP.
- h) Establishment of Debit Card accounts and settlement of ACH payments are fully described and meet CTDOL requirements.
- i) Support personnel availability and accessibility is fully described and meets CTDOL requirements.
- j) Informational, instructional, and marketing materials to both CTDOL staff and claimants meet CTDOL requirements.
- k) Training for CTDOL staff is fully described and meets CTDOL requirements.
- l) Organization of Project Team assigned to Electronic Benefit Payment effort is fully described and meets CTDOL requirements.
- m) Reports provided by Bidder are fully described and meet CTDOL requirements.
- n) Bidder capacity to handle fluctuating call and payment volumes meets CTDOL requirements.
- o) Notifications to CTDOL of events such as threats, improper use or subpoena of data, and contacts with public official or the press meet CTDOL requirements.
- p) Data confidentiality is maintained in accordance with Conn. Gen. Stat. § 31-254, Federal law and CTDOL requirements.

- q) Bidder security measures such as authentication of cardholder identity, fraud prevention, identity theft prevention, data retention, and notification to CTDOL and claimants of any data breaches that may expose claimant's individual account information are fully described and meet CTDOL requirements.
- r) Lack of liability to CTDOL fully addressed. Procedure in place to prevent overdrafts by cardholders and no liability to CTDOL for overdrafts or liabilities incurred by the bank due to the actions of the customers.
- s) Bidder to comply with CTDOL requirements regarding inactive and deactivated cards such as return of funds, deactivation of accounts and escheatment of funds.
- t) Transition/implementation plan is fully described and meets CTDOL requirements.
- u) Disaster recovery plan is fully described and meets CTDOL requirements.
- v) Bidder proposes a solution to providing specific messages to claimants, provided by CTDOL in the ACH record for direct deposit or debit card transactions, (i.e. individual mailings).
- w) Bidder monitors customer services through means such as call monitoring, wait time, call answer rate calculation, call abandonment rate calculation, issue resolution procedures and continuing improvement efforts and is able to provide this data to CTDOL.
- x) Bidder complies with Regulation E, including those provisions of the Regulation that apply specifically to government programs compliance.
- y) Bidder provides a mechanism to pay UI benefits to claimants who are exempt from or denied participation in the Direct Deposit or Debit Card program.

Services to Claimants as a Customer

- a) Bidder demonstrates that customer service is a clear priority. Bidder clearly defines features such as Call Center configuration and location, hours of service, service accessibility, interpreting and translation requirements, wait times, toll-free telephone numbers and websites.
- b) Debit Card related fees are fully described to claimants and meet CTDOL requirements.
- c) Debit card replacement requirements/fees are fully described to claimants and meet CTDOL requirements.
- d) ATM access and network configuration are fully described and meet CTDOL requirements
- e) Accessibility for cardholders to account information through means such as ATM, website and toll-free telephone numbers.
- f) Cardholders' liability for incidents such as fraud, lost card or stolen cards is fully described and meets CTDOL requirements.
- g) Bidder procedures to address UI related questions and means to refer claimant to CTDOL is fully described and meets CTDOL requirements.

Bank Account evaluation

Positive Pay service and related processes

Stop Payments, Paid Inquiry, and FTP of Paid Check records

- a) Processes to: place; cancel; query; and confirm stop payments.
- b) Processes to: query about; obtain images of; and receive paid check records
- c) Paid check records provided coincide with weekly or end of month (if month ends in mid week) Bank Statements

Account Reconciliation

- a) Reconciliation process
- b) Speed of reconciliation
- c) Reports: account summary, daily paid, miscellaneous debit and credit, reconciliation statement

Images / Check truncation

- a) Check image processes
- b) Check truncation procedures & image retention.

Check Cashing Requirements (i.e. types of identification required for customers and non-customers)

Bank Statements

- a) Weekly or end of month Bank Statements and their availability
- b) Daily paid checks are summarized as list post item

Account Activity and Balances reports

- a) Previous day detail and summary reports and their availability
- b) Access to current day detail and summary reports

Income / Expense Analysis reports

On-line system for Reports, Queries, Transaction Searches, Initiating Electronic Payments, Reviewing and Releasing Positive Pay Exceptions, Placing Stop Payments etc.

Wire Payments to IRS and others

- a) Bidder provides capabilities to initiate Wire Transfers to the Internal Revenue Services for tax payments and to others
- b) Confirmation/release process for wire transfers

ACH Credit for Payments to CT Department of Revenue Services and Child Support Processing Agency

- a) Capabilities to make ACH Credits (with accompanying data) through the ACH system
- b) Confirmation/release process for transmitted ACH files

Lockbox evaluation

Check processing
Document processing

Quality of General Services Provided by Bidder

Disaster Recovery and Business Continuity

- a) Bidder's comprehensive and tested disaster recovery and business continuity plan, including but not limited to: provisions to ensure no interruption of services, loss of documents, or loss of data; backup system to continue daily operations; periodic testing; updates at no cost to CTCOL is required by state or federal requirements; maintenance, testing and updating of plan; maintenance of a fully redundant telecommunications network; ability to ensure uninterrupted services to Claimants; and participation in periodic testing conducted by CTDOL.

Confidentiality and Security

- a) Bidder's ability to keep confidential and secure, all data and documents furnished to the Bidder by CTDOL, including but not limited to: employer reported data; unemployment compensation data; claimant direct deposit account information; and claimant debit card information.

Miscellaneous

- a) Ability to comply with all terms of the RFP no later than ninety (90) days from the Contract award.
- b) Data archiving and retrieval procedures. Ability to retain and produce records and provide testimony.

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 and BIDDER CONTRACT COMPLIANCE MONITORING REPORT:

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>

In addition, you are required to complete the questions on the BIDDER CONTRACT COMPLIANCE MONITORING REPORT. Please complete the form, and notarize where indicated. We request that you complete Part IV (Bidder Information Report) for the current year and each of the 2 prior reporting periods (**for a total of 3 years of data**).

B. Attachment B NONDISCRIMINATION BASED ON CIVIL UNION STATUS: Public Act 07-245 expands the definition of the term "marital status" within the anti-discrimination provisions of the Connecticut General Statutes to include "civil union status". Public Act 07-142 requires any entity or individual entering into a contract with the state to provide "documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty" under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

The Connecticut Attorney General has stated that his office will not approve any contract entered into by the state unless it is accompanied by a **CERTIFICATION**, evidencing compliance with the new requirements, which must be executed by an authorized signatory on behalf of corporate or business entities. **We are asking at this time for your firm to provide us with a written statement that if your firm is selected, you will provide the Office of the Treasurer with an executed certification document and copy of the requisite board resolution. A firm that cannot provide the requested written statement will be eliminated from further consideration.**

A sample **CERTIFICATION** form is attached as Attachment B.

C. Attachment C EMPLOYMENT PRACTICES INFORMATION:

The information requested expands on the information provided in Attachment A, 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. §3-13j:

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

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

In addition, you must report on this affidavit any "consulting agreement" entered into in connection with this contract, pursuant to the requirements of 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, Bidder, 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 Bidder 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 Bidders to complete a Gift Certification when the contract is executed, regardless of the value of the proposed contract. Please complete the affidavit, and notarize where indicated. You are required to perform the necessary inquiry to enable you to complete this affidavit.

F. Attachment F CORPORATE CITIZENSHIP:

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

G. Attachment G NOTICE OF CERTAIN LEGAL PROCEEDINGS:

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

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), 9-612(f), as amended by Public Act 07-1. In addition, on and after December 31, 2006 state law prohibits certain individuals from making or soliciting contributions on behalf of candidates for statewide office or the General Assembly. 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 NOTICE TO STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN.

Pursuant to Conn. Gen. Stat. § 9-612(g) and (h), as amended by Public Act 07-1, all state agencies are required to provide a Notice to their Prospective State Contractors, informing them of (1) the ban on campaign contributions to and solicitation of contributions on behalf of candidates for statewide elective office, (2) their duty to inform their principals of the law, and (3) the possible consequences of violation of the law. The Notice is Attachment I, hereto. An authorized signatory of the firm must acknowledge receipt of the State Elections Enforcement Commission's Notice (Attachment I) as indicated.

J. Attachment J 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 for the preceding 3 year period and notarize where indicated.

K. Attachment K CONFLICTS OF INTEREST:

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

Links to Statutes

Conn. Gen. Stat. § 1-79 <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. Public Act 05-287 sec. 51 <http://www.cga.ct.gov/2005/ACT/PA/2005PA-00287-R00SB-00096-PA.htm>

Conn. Public Act 07-1 <http://www.cga.ct.gov/2007/ACT/PA/2007PA-00001-R00SB-01112-PA.htm>

Conn. Public Act 07-142 <http://www.cga.ct.gov/2007/ACT/PA/2007PA-00142-R00SB-01106-PA.htm>

Conn. Public Act 07-245 <http://www.cga.ct.gov/2007/ACT/PA/2007PA-00245-R00SB-01447-PA.htm>

Legal and Policy Attachments

Attachment A	CHRO – Contract Compliance Regulations Notification to Respondents
Attachment B	Nondiscrimination Certification
Attachment C	Employment Practices Information
Attachment D	Affidavit of Third Party Fees and Disclosure of Consulting Agreements
Attachment E	Treasury Gift Affidavit
Attachment F	Corporate Citizenship
Attachment G	Notice of Certain Legal Proceedings
Attachment H	Campaign Contribution Certification Form
Attachment I	Notice re: Campaign Contribution and Solicitation Ban (SEEC Form 10)
Attachment J	Anti-Terrorism
Attachment K	Conflicts of Interest

ATTACHMENT A
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS

NOTIFICATION TO RESPONDENTS

(Revised 09/17/07)

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 Respondents, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty -one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” 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 Respondent’s qualifications under the contract compliance requirements:

- (a) the Respondent’s success in implementing an affirmative action plan;
 - (b) the Respondent’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
 - (c) the Respondent’s promise to develop and implement a successful affirmative action plan;
 - (d) the Respondent’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 Respondent’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.
-

INSTRUCTIONS AND OTHER INFORMATION

The following RESPONDENT 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 Respondents 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 Respondent's 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.

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.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

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, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

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 boiler makers, 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 operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Respondent 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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A. RESPONDENT CONTRACT COMPLIANCE MONITORING REPORT

PART I - Respondent Information

Company Name Street Address City & State Chief Executive	Respondent Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Respondent Identification (response optional/definitions on page 1) -Respondent is a small contractor. Yes__ No__ -Respondent 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__
Respondent Parent Company (If any)	- Respondent is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Respondent 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__	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 - Respondent 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__

PART IV - Respondent 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											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PLEASE PROVIDE EMPLOYMENT DATA FOR THE CURRENT YEAR AND EACH OF THE PREVIOUS 2 YEARS. Additional form are attached (following page 5).

PART V - Respondent 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 Experience	
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 RESPONDENT 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)
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PART IV - Respondent 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											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

PART IV - Respondent 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											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

ATTACHMENT B

CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

“I _____ (signer’s name) _____, _____ (signer’s title) _____ of _____ (name of entity) _____, an entity lawfully organized and existing under the laws of _____ (name of state or common-wealth) _____, do hereby certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____, 20__ by the governing body of _____ (name of entity) _____, in accordance with all of its documents of governance and management and the laws of _____ (name of state or commonwealth) _____, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That _____ (name of entity) _____ hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this _____ day of _____, 20__.

By : _____

Print Name:

Title: _____

ATTACHMENT C

**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

ATTACHMENT D

FORM A3: FOR COMPLETION BY ALL VENDORS BEFORE CONTRACTING

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

**AFFIDAVIT OF THIRD PARTY FEES AND
DISCLOSURE OF CONSULTING AGREEMENTS**

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

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

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

(Attach additional copies of this page as necessary.)

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

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

Signed: _____
Print Name: _____
Title: _____

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

Notary Public/Commissioner of the Superior Court

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

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

ADDENDUM TO AFFIDAVIT OF THIRD PARTY FEES

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

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

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

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

"Consulting agreement" shall have the meaning set forth in 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.

ATTACHMENT E

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

Gift Affidavit

COMPANY NAME: _____ (“Respondent”)

I, _____, am authorized
(name and title)

to submit a 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

ATTACHMENT F

STATE OF CONNECTICUT OFFICE OF THE STATE TREASURER

CORPORATE CITIZENSHIP

COMPANY Name _____ (“Respondent”)

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

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

ATTACHMENT G

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

NOTICE OF LEGAL PROCEEDINGS

COMPANY (“Respondent”) _____

I _____ (name and title) hereby represent that:

1. I have the requisite knowledge and authority, and have made any inquiry necessary, to fully, completely and accurately provide the information requested in this affidavit;

2. I have disclosed in the Supplemental Information attached to this affidavit:

- a. any and all material lawsuits, legal or administrative proceedings or governmental investigations, criminal actions or law enforcement activities (including those by federal, state or local authorities, or self-regulatory organizations) or non-routine Securities and Exchange Commission inquiries or investigations relating to Respondent or any of Respondent’s affiliates, including any proceedings to which Respondent, its affiliates, or any of their respective officers, directors or employees is a named party or of which any of such has been the focus, that have occurred in the last five (5) years or that are currently threatened, including whether Respondent or any of its affiliates, or their respective officers, directors or employees has been censured by any regulatory body;
- b. any claim for errors & omissions, fiduciary liability and/or fidelity bond insurance coverage submitted by Respondent, its principals or any of Bidder’s affiliates in the past five (5) years;
- c. any and all ongoing internal investigations of any of Bidder’s officers, directors or employees, giving specific attention to those persons who would be closely responsible for the products or services sought by the Office of the Treasurer.

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

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

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

Signature

Date

Print name: _____

Title: _____

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

Commissioner of the Superior Court/Notary Public

SUPPLEMENTAL INFORMATION
to Attachment G

Respondent's Name _____

2a.

2b.

2c.

4.

ATTACHMENT H

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

CAMPAIGN CONTRIBUTION DISCLOSURE

COMPANY (“Respondent”) _____

I, _____ (name and title), duly authorized, after diligent inquiry, hereby certify that none of the following have made a contribution to or solicited contributions (1) on behalf of an exploratory committee or candidate committee established or controlled by the State Treasurer for her nomination or election to the Office of the Connecticut State Treasurer or (2) since December 31, 2006, on behalf of an exploratory committee or candidate committee established or controlled by a candidate for statewide office or the General Assembly:

- 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 (or similar positions) of the Respondent’s entity;
- c. An employee of the Respondent’s entity having managerial or discretionary responsibilities with respect to services provided to the Office of the Connecticut State Treasurer;
- d. The spouse or dependent child aged 18 or older of any individuals described in subsections a-c; or
- e. A political committee or political action committee established by the Respondent’s firm or on behalf of an individual identified in subsections a-d.

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

Signature

Print name: _____

Date: _____

Title: _____

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

Commissioner of the Superior Court/Notary Public

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 on page 2):

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.

Receipt acknowledged: _____ (signature) _____ (date)

Print name: _____ Title: _____

Company Name: _____

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.

ATTACHMENT J

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

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

COMPANY (“Respondent”) _____

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, for the three year period up to and including the date of this affidavit;
2. Respondent is not and has not been 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 there under.
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 J 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.

Signature

Date

Print name: _____

Title: _____

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

Commissioner of the Superior Court/Notary Public

ATTACHMENT K

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 2004 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 K.

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

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

Signature

Date

Print name: _____

Title: _____

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

Commissioner of the Superior Court/Notary Public

PERSONAL SERVICES AGREEMENT

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

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

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

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

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

1. Term

This Agreement shall commence on the Commencement Date, and shall expire on the earlier of (i) [_____], or (ii) termination by either party as set forth in Section 37 hereof.

2. Definitions

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

- h. "Election Laws" shall mean Section 9-333n(f) and (g) of the Connecticut General Statutes.
- i. "Gift Certification" shall have the meaning set forth in Section 24 hereof.
- j. "Internal Investigation" shall have the meaning set forth in Section 21 hereof.
- k. "Proceeding" shall have the meaning set forth in Section 21 hereof.
- l. "Quarter" shall mean that three-month period ending on March 31, June 30, September 30 or December 31.
- m. "State" shall mean the State of Connecticut.
- n. "State Contracting Standards Board" shall have the meaning set forth in Section 37 hereof.
- o. "State Ethics Code" shall mean Chapter 10 of the Connecticut General Statutes.
- p. "Treasurer" shall mean the then-current Treasurer of the State of Connecticut.
- q. "United States Foreign Corrupt Practices Act" shall mean the United States Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.*

3. Services to be Provided by the Contractor

[TO BE DETERMINED]

4. Compensation of the Contractor

[TO BE DETERMINED]

5. Representations and Warranties of the Contractor

- a. The Contractor represents and warrants that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized and financed to perform such services.
- b. The Contractor represents and warrants that neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will violate any agreement or contractual commitment to which the Contractor is a party or by which it is bound, any law, regulation, order, or any provision of the Contractor's charter documents. The Contractor further represents and warrants that it is not a party to any existing agreement that would prevent the Contractor from entering into and performing this Agreement. For the term of this Agreement, the Contractor agrees not to enter into any other agreement that is in conflict with the Contractor's obligations under this Agreement.
- c. The Contractor represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the state of its organization and has full corporate power and authority to carry on its business as it has been and is currently being conducted.

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

6. Changes in Services

When changes in services are required or requested by the Treasurer, the Contractor shall promptly estimate the monetary effect of such services and so notify the Treasurer. Subject to the terms and conditions set forth in Section 31 hereof, the Contractor shall not implement any changes in service under this Agreement unless such change is first approved by the Treasurer in writing. Unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in services.

7. Labor and Personnel

At all times, the Contractor shall utilize qualified personnel necessary to perform the services under this Agreement. The Contractor shall, if requested to do so by the Treasurer, reassign from the Treasurer's account, within a reasonable period of time, any employee or authorized representative whom the

Treasurer, in her sole discretion, determines is incompetent, dishonest, uncooperative or unable to effectively perform the responsibilities and services required hereunder.

8. Insurance Requirements

- a. Minimum Coverage Requirements. At minimum, the Contractor shall at its sole cost and expense, during the term of this Agreement, procure and maintain in full force and effect the types and minimum limits of insurance coverage specified in this Section 8 against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. In no event shall the Contractor perform work under this Agreement until the required evidence of insurance has been furnished to the Treasurer. All insurance shall be procured from reputable insurers (rated A-, class X or better by A.M. Best & Company) that are approved/admitted to do business in the State of Connecticut or otherwise acceptable to the Treasurer. All insurance required herein, shall be written on an "occurrence" basis and not a "claims-made" basis, and such form shall not have a "sunset clause." Coverage for occurrences happening during the performance of the services provided hereunder shall be maintained in full force and effect under the policy and "tail" coverage for a period of at least two (2) years following termination of the services.
- b. Comprehensive General Liability Insurance: The Contractor shall obtain and maintain occurrence-based commercial general liability insurance or similar coverage with a limit of not less than \$1,000,000 for each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Provided such coverage is readily available in the insurance marketplace, coverage shall be comprehensive and shall not exclude coverage for liability relating to violations of law or reckless misconduct.
- c. Professional Liability Insurance or Miscellaneous Professional Liability Insurance. The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit of not less than \$_____.
- d. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the Treasurer. At the Treasurer's reasonable option, the Contractor shall reduce such deductibles or self-insured retentions, or shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- e. Certification. The Contractor shall certify to the Treasurer in writing upon execution of this Agreement (**Attachment 5**) and, thereafter at least annually, the nature, amount of and carrier of insurance insuring the Contractor against the risks specified, and the indemnification obligations and liabilities of the Contractor contained in this Agreement. Prior to the execution of this Agreement and as requested by the Treasurer, the Contractor shall furnish the Treasurer in writing with proof of its insurance coverage as well as its blanket fidelity bond. In doing so, the Contractor shall furnish the Treasurer with a true and correct copy of (a) the original insurance policies or (b) a Certificate of Insurance that shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the Treasurer. Notices of cancellation, termination and alteration of such insurance or bond shall be delivered to the Treasurer immediately upon receipt by the Contractor.
- f. Cancellations, Modifications, Failures to Maintain, Etc. The Contractor shall not cancel or reduce such coverage as set forth in this Section 8, except upon thirty (30) days prior written

notice to the Treasurer. Notices of cancellation, termination and alteration of such insurance or bond shall be delivered to the Treasurer *via* certified mail immediately upon receipt by the Contractor. If at any time during the term of this Agreement the Contractor fails to obtain or maintain the required insurance, the Treasurer shall have the right to treat such failure as a breach of contract and to exercise all appropriate rights and remedies. Each of the insurance coverages shall provide for a least thirty (30) days prior written notice to be given to the Treasurer in the event coverage is materially changed, canceled or non-renewed.

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

9. Quality Surveillance

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

10. Nondisclosure

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

11. Promotion

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

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

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

12. Confidentiality

All data provided to the Contractor by the Treasurer, the Treasurer's staff or designated representatives, or developed internally by the Contractor with regard to the Treasurer or the State will be treated as proprietary to the State and confidential unless the Treasurer agrees in writing to the contrary in advance. The Contractor agrees to forever hold in confidence all files, records, documents or other information as designated, whether prepared by the State or others, which may come into the Contractor's possession during the term of this Agreement, except where a disclosure of such information by the Contractor is required (whether in the ordinary course of business or otherwise) by another governmental authority to ensure compliance with laws, rules or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, the Contractor will provide advance written notice to the Treasurer of the need for disclosure.

13. Non-Discrimination

- a. As required by C.G.S. Section 4a-60, as amended by State of Connecticut Public Acts 07-142 and 07-245

- i. The Manager agrees and warrants that in the performance of this Agreement such Manager 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 such contractor 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. The Manager further 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 such contractor that such disability prevents performance of the work involved;
 - ii. The Manager agrees, in all solicitations or advertisements for employees placed by or on behalf of the Manager, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - iii. The Manager agrees to provide each labor union or representative of workers with which such Manager has a collective bargaining agreement or other contract or understanding and each Vendor with which such Manager has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities (the "Commission") advising the labor union or workers' representative of the Manager's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - iv. The Manager agrees to comply with each provision of this section and C.G.S. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to C.G.S. Sections 46a-56, 46a-68e and 46a-68f; and
 - v. The Manager agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Manager as related to the provisions of this section and C.G.S. Section 46a-56.
- b. If this Agreement is a public works contract, the Manager 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.
 - c. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent (51 %) or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the 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 C.G.S. Section 32-9n; and "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.
 - d. Determination of the Manager's good faith efforts shall include but shall not be limited to the following factors: The Manager's employment and subcontracting policies, patterns and

practices; the Manager's affirmative advertising, recruitment and training; the Manager's 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.

- e. The Manager shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- f. The Manager shall include the provisions of Subsection (a) above 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 Manager 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 C.G.S. Section 46a-56; provided that, if such Manager becomes involved in, or is threatened with, litigation with a subcontractor or Vendor as a result of such direction by the commission, the Manager 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.
- g. As required by C.G.S. Section 4a-60a, as amended by State of Connecticut Public Acts 07-142 and 07-245:
 - i. The Manager agrees and warrants that in the performance of this Agreement such contractor 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;
 - ii. The Manager agrees to provide each labor union or representative of workers with which such Manager has a collective bargaining agreement or other contract or understanding and each Vendor with which such Manager has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Manager's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - iii. The Manager agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. Section 46a-56; and
 - iv. The Manager agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Manager which relate to the provisions of this section and C.G.S. Section 46a-56.
- h. The Manager shall include the provisions of Subsection (g) above 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 Manager 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 C.G.S. Section 46a-56; provided that, if such Manager becomes involved in, or is threatened with, litigation with a

subcontractor or Vendor as a result of such direction by the commission, the Manager 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.

- i. In accordance with the foregoing acknowledgements and agreements, attached hereto as **Attachment 6** is a certificate confirming that the Manager has adopted a resolution in support of this Agreement and warranty set forth in Subsections (a)(i) and (g)(i) of this Section.

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

- B. 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

- C. 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

- a. The Contractor acknowledges and agrees that:
 - i. Pursuant to C.G.S. Section 3-13j, 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;
 - ii. The Treasurer requires disclosure of all third-party compensation paid by all Vendors of the Office of the Treasurer on an annual basis; and
 - iii. C.G.S. Section 4a-81 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.
- b. 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").
- c. 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. C.G.S. Section 9-612 (the "Elections Laws") prohibits contributions to or solicitations on behalf of a candidate for the Treasurer of the State of Connecticut. The Contractor covenants not to make any campaign contributions in violation of the Election Laws. The Contractor further represents and agrees that (i) the Contractor, (ii) any and all directors or persons with 5% or greater ownership in the Contractor, (iii) any and all individuals employed as president, treasurer or executive vice president by the Contractor, (iv) any and all officers and employees of the Contractor with managerial or discretionary responsibilities with respect to the State, (v) the spouse or dependent child who is eighteen years of age or older of any of the foregoing, or (vi) a political committee established or controlled by the Contractor or any such individuals, did not during the last election cycle contribute to or solicit contributions on behalf of, and will not (for the term of this Agreement) contribute to, or solicit contributions on behalf of, any exploratory committee or candidate committee established by a candidate for nomination or election to the Office of the Treasurer of the State of Connecticut.
- b. If this Agreement has a value equal to or more than \$50,000 in a calendar year, then the Treasurer hereby notifies the Contractor that, pursuant to the Elections Laws, no principal

of the Contractor, as defined in the Elections Laws (“Principal”), shall make a political contribution to or solicit a political contribution on behalf of: (i) an exploratory committee or candidate committee established by a candidate for election to any of the following offices of the State of Connecticut: Governor, Lieutenant Governor, Secretary of State, Treasurer, Comptroller, or Attorney General; (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates; or (iii) a party committee (each and together, a “Prohibited Contribution”). If the Contractor or a Principal makes or solicits a Prohibited Contribution, then the Treasurer at her sole discretion may void this Agreement immediately and without notice. If the Contractor or a Principal makes or solicits a Prohibited Contribution and the Treasurer decides not void this Agreement, then this Agreement shall not be amended for that period of time proscribed by the Elections Laws.

- c. For all State contracts as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the Contractor’s authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of such notice. See **Attachment 7**.

20. Code of Ethics

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

21. Notice of Certain Legal Proceedings, Internal Investigations

- a. As of the date hereof, the Contractor shall have provided the Treasurer with a complete and accurate report in writing of any known or threatened (i) lawsuit, legal or administrative proceeding or governmental investigation, examination, complaint, disciplinary action, non-routine Securities and Exchange Commission inquiry or investigation, or other proceeding relating to the Contractor or any of its affiliates (including any proceedings to which the Contractor, its affiliates, or any of their respective officers, directors, principals, members, partners, managers or employees is a named party or of which any of such has been the focus), or of any other lawsuit, legal proceeding or governmental investigation (whether or not the Contractor or its affiliates, or any of their respective directors, officers, managers, or principal is a party thereto, but only to the extent the Contractor has knowledge thereof) relating to or affecting the Contractor’s ability to perform its obligations under this Agreement or involving any investment professional employed by the Contractor who has performed or does perform any services for the Treasurer (each, a “Proceeding”) and (ii) formal internal investigations of the Contractor, or any of its directors, officers, principals, members, partners, managers, investment professionals or employees involved with providing services to the Treasurer under this Agreement relating to or affecting the Contractor’s ability to perform its obligations under this Agreement or involving any investment professional employed by the Contractor who has performed or does perform any services for the Treasurer (each, an “Internal Investigation”).

- b. During the term of this Agreement and to the extent permitted by law, the Contractor agrees to promptly notify the Treasurer in writing of the commencement or existence of any known or threatened Proceeding or Internal Investigation.
- c. During the term of this Agreement and to the extent permitted by law, the Contractor agrees to promptly provide the Treasurer with any and all information reasonably requested by the Treasurer in response to disclosure made pursuant to this Section 21.
- d. During the term of this Agreement and to the extent permitted by law, the Contractor shall promptly inform the Treasurer in writing of any material changes in the status of any pending Proceeding or Internal Investigation previously disclosed hereunder, and shall promptly update any information previously disclosed to the Treasurer related to any such Proceeding or Internal Investigation.

22. Compliance; Duty to Update

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

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

23. Equal Opportunity and Diversity

- D. 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.
- E. 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.

- F. The Contractor must complete and submit **Attachment 3**. The Contractor further represents and warrants that the information disclosed on the sworn affidavit attached hereto as **Attachment 3** is accurate and complete as of the date of this Agreement. During the term of this Agreement, the Contractor agrees to furnish the Treasurer with updated and accurate disclosure no later than December 31 of each year.

24. Gift Certification

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

25. Foreign Assets Control Regulations; Anti-Terrorism Order

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

26. Foreign Corrupt Practices Act

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

27. Pay-to-Play

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

28. Restrictions

K. Intentionally omitted.

29. Boycott Participation.

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

30. Entire Agreement; Integration; Amendments

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

31. Notices

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

TREASURER:

Office of the Treasurer
State of Connecticut
55 Elm Street
Hartford, CT 06106

Telephone: (860) 702-
Fax: (860) 702-

COPY TO:

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

CONTRACTOR:

Telephone:

Fax:

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

32. Governing Law; Jurisdiction; Venue

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

33. Discovery of Conflicts, Errors, Omissions and Discrepancies

- a. In the event of any conflict between the provisions of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.
- b. In case of conflicts, discrepancies, errors or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by the Contractor to the Treasurer for clarification. The Treasurer shall issue such clarification within a reasonable period of time. This remedy shall not be deemed exclusive and the Contractor does not waive any of its legal or equitable remedies. Any services affected by such conflicts, discrepancies, errors or omissions which are performed by the Contractor prior to clarification by the State shall be at the Contractor's risk.

34. Non-Waiver

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

35. Survival

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

36. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that neither the State nor the Treasurer shall be construed to have waived any rights or

defenses of sovereign immunity, which the State or the Treasurer may have with respect to all matters arising out of this Agreement. The Treasurer hereby reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution, and no waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by the Treasurer's entry into this Agreement, by any express or implied provision of this Agreement, or by any actions or omissions to act of the State or the Treasurer, or any representative or agent of either the State or the Treasurer, whether taken pursuant hereto, prior to or after the Treasurer's entry into this Agreement.

37. Termination

The parties mutually agree, that either may terminate this Agreement upon thirty (30) days' written notice delivered to the other by certified or registered mail to the addresses provided in Section 31 hereof. Following the delivery of any notice of termination hereunder, the Contractor shall perform all of its obligations hereunder in good faith as directed by the State and will cooperate fully with the State in taking all necessary or appropriate steps in order to effectuate the orderly transfer of management functions to third parties designated by the State.

38. Assignment

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

39. Severability

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

40. Applicable Executive Orders of the Governor

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

- f. This Agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order Number Sixteen.
- g. The parties agree to abide said Executive Orders, and agree that, with respect to Executive Orders Three and Seventeen, the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until performance is completed, or until this Agreement is terminated prior to completion.

41. Successor and Assigns

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

42. Miscellaneous Provisions

- a. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not: (i) permit the filing of liens against the State; (ii) obligate the State to indemnify or hold Contractor harmless in any way; (iii) obligate the State to be subject to binding arbitration (iv) provide that this Agreement is expired or terminated. Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a contract that: (i) permits the filing of liens against the State; (ii) obligates the State to indemnify or hold Contractor harmless in any way; (iii) obligates the State to be subject to binding arbitration, or (iv) provides that this Agreement is expired or terminated is null, void, unenforceable and hereby stricken from this Agreement.
- b. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Personal Service Agreement entered into by the Treasurer for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b). Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a contract for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b) is null, void, unenforceable and hereby stricken from this Agreement.
- c. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not concern or in any way relate to tangible personal property as contemplated by C.G.S. Section 12-411b. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to tangible personal property as contemplated by C.G.S. Section 12-411b is null, void, unenforceable and hereby stricken from this Agreement.
- d. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not funded by and does not concern or in any way relate to a state grant as contemplated by C.G.S. Section 7-396a. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to a state grant as contemplated by C.G.S. Section 7-396 a is null, void, unenforceable and hereby stricken from this Agreement.
- e. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Large Construction or Procurement Contract as contemplated by and defined in Public Act No. 05-287. Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a Large Construction or Procurement Contract as contemplated by and defined in Public Act No. 05-287 is null, void, unenforceable and hereby stricken from this Agreement.

- f. It is the Treasurer’s express policy to never intentionally assign or allocate, in whole or in part, to any person or contractor, any Governmental Function of the Office of the Treasurer—as defined by Chapter 14 of the C.G.S. and contemplated by C.G.S. Section 1-218. If, however, (a) this Agreement has a value greater than or equal to Two Million Five Hundred Thousand Dollars (\$2,500,000) and (b) the State Freedom of Information Commission makes a final determination that this Agreement is a contract for the performance of a Governmental Function, then this Agreement shall be subject to the provisions of C.G.S. Section 1-218, as may be modified from time to time. Accordingly the Treasurer shall be entitled to receive a copy of the Contractor’s records and files related to its performance of such Governmental Function, and such records and files shall be subject to the State of Connecticut Freedom of Information Act, C.G.S. Sections 1-1-200 et seq. No request to inspect or copy such records or files pursuant to the Freedom of Information Act shall be valid unless the request is made to the Office of the Treasurer in accordance with the provisions set forth in the State of Connecticut Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of C.G.S. Sections 1-205 and 1-206.
- g. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge and agree that this Agreement does not concern or in any way relate to the Health Insurance Portability and Accountability Act of 1996. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to the Health Insurance Portability and Accountability Act of 1996 is null, void, unenforceable and hereby stricken from this Agreement.
- h. In the event of any conflict between the provisions of this Section of this Agreement (“Miscellaneous Provisions”) and the provisions of any other Section of this Agreement, the provisions of this Miscellaneous Provisions Section of this Agreement shall override and control.

43. Headings

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

44. Further Assurances

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

45. Counterpart Originals

This Agreement may be executed in any number of counterparts, each of which shall be an original, but which, taken together, shall constitute one and the same instrument.

[Signature Page Follows]

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

[CONTRACTOR]

TREASURER

STATE OF CONNECTICUT

By: _____

By: _____

Title:

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.

EXHIBIT A

- III. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance 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

EXHIBIT A

agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

- VIII. The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive 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 superseded 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.

EXHIBIT A

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.

EXHIBIT B

- 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.
- 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.

EXHIBIT B

Thomas J. Meskill
Governor

Filed this 15th day of February 1973.

Harry Hammer
Secretary Of The State (Deputy)

EXHIBIT C

State of Connecticut

By His Excellency

John G. Rowland

Governor

Executive Order No. Sixteen

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

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

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

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

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

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

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

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

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

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

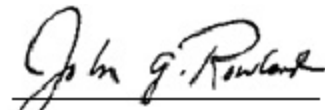
Violation of the above reasonable work rules shall subject the employee to disciplinary

EXHIBIT C

action up to and including discharge.

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

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



JOHN G. ROWLAND, Governor

Filed this 4th day of August, 1999.

SUSAN BYSIEWICZ, Secretary of the State



Attachment 1



Disclosure of Known and/or Potential Conflicts of Interest

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

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:

3. I am over eighteen (18) years of age and believe in the obligations of an oath.
4. _____ (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 PAYEE²

(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

² 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
- (6) 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:

- (2) 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. §3-13/:

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

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

- In addition, you must report on this affidavit any “consulting agreement” entered into in connection with this contract, pursuant to the requirements of P.A. 05-287, sec. 51. “Consulting agreement” means “any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, Vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted.” If the consultant identified is a former Connecticut public official or state employee, you must also report the former agency of such consultant and his/her employment termination date.
- Please provide the requested information, and notarize where indicated. If you have no fees or agreements to report, please insert “none” on the affidavit.

Attachment 3



**EMPLOYMENT INFORMATION FORM
OFFICE OF THE STATE TREASURER**

**WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT
FOR THE YEAR ENDING
September 30, 200__**

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

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

Certifying Official:

Type Name and Title _____
 _____ Telephone _____

Signature _____

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

Attachment 3

Notary Public/Commissioner of the Superior Court

Attachment 4



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

Gift Certification

I, Type/Print Name, Title and Name of Firm or Corporation, am authorized to execute the attached contract on behalf of the Name of Firm or Corporation (the "Contractor"). I hereby certify that between mm/dd/yy [planning date] and the date of the execution of the attached contract that neither I, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the Office of the State Treasurer who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the Office of the State Treasurer.

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

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

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

Signature

Date

Sworn and subscribed before me on this

day of ,200__

Commissioner of the Superior Court

Notary Public

Sworn and subscribed before me on this

day of

, 200__,

Commissioner of the Superior Court/
Notary Public



Attachment 5

INSURANCE CERTIFICATION

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

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

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

Print Name:

Date

Title:

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

Notary Public

Attachment 6

OFFICE OF THE ATTORNEY GENERAL

CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

“I _____, _____ of
(Name) (Title)

_____, an entity lawfully organized and existing
(Name of Entity)

under the laws of _____,
(Name of State or Common-wealth)

do hereby certify that the following is a true and correct copy of a resolution adopted on the

_____ day of _____, 20____ by the governing body of _____,
(Name of Entity)

in accordance with all of its documents of governance and management and the laws of

_____, and further certify that such resolution has not
(Name of State of Commonwealth)

been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That _____ hereby adopts as its policy to
(Name of Entity)

support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this _____ day of _____, 20____.

By : _____
(Print Name)

Title: _____

Attachment 5

SEEC FORM 10

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 on page 2):

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.

Receipt acknowledged: _____ (signature) _____ (date)

Print name: _____

Attachment 6

Title: _____

Company Name: _____

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

Attachment 6

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.