

**Request for Proposals for
DEBT MANAGEMENT SYSTEM**

January 27, 2021

**State of Connecticut
Office of the State Treasurer**

Deadline: March 17, 2021, – 5:00 p.m. EST

OFFICE OF THE TREASURER
REQUEST FOR PROPOSALS
FOR
DEBT MANAGEMENT COMPUTER SYSTEM

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Section I - Introduction and Purpose of the RFP

The Office of the Treasurer of the State of Connecticut, acting through its Treasurer (hereinafter “State” or “Treasurer”), requests proposals from qualified firms (each a “Respondent”) interested in providing services for a state government debt management solution as described herein.

The Treasurer, elected every four years, is responsible for the general financing procedure in the borrowing of money by the State and for the cost-effective issuance and management of the State of Connecticut’s bonded debt. The Treasurer appoints an Assistant Treasurer to oversee the Debt Management Division (“DMD”) as set forth in Connecticut General Statutes (C.G.S.) Section 3-13.

The DMD is responsible for tracking all State debt, maintaining bond issuance records, as well as legal authorization and allocation records as it relates to bond issuance. The DMD is statutorily mandated as set forth in C.G.S. Sections 3-37a through 3-37c to provide annual detailing of the activities and transactions of the DMD in such reasonable detail as is appropriate in the Annual Report of the Treasurer.

Additionally, the DMD must submit a monthly report in conjunction with the Cash Management Division detailing cash activity, authorized but unissued bonds, and projected bond issuance. The DMD also provides authorized, allocated and issued reports, call reports, Official Statement reports, refunded and refunding reports, and variable rate reports. Other ad-hoc reports are generated as needed.

The State’s current Debt Management Solution (“DMS”) is a customized, in-house system that is on a Visual Foxpro Version 8 based platform, which utilizes R+R Report Writer as well as Access to generate various reports. The current system resides on the Office of the State Treasurer’s network, and access is limited to the DMD, Information Technology (IT), and the Auditors of Public Accounts staff. Data is input manually by DMD staff, and output is through standard, hard-coded reports created by IT staff. The current DMS does not interface with any other state financial systems.

Enclosed as Attachment 1 is a PowerPoint Overview of the DMS.

Enclosed as Attachment 2 is a list of reports which are generated by the current DMS.

Enclosed as Attachment 3 is a Schematic which shows various Data Tables in the DMS and how they relate to each other.

The Treasurer is seeking proposals for solutions to replace the current DMS with a New Debt Management Solution (“New DMS”). There are two types of solutions that could be considered:

1. **Bond Software Package** (“Package”). This would be an “off-the-shelf” bond tracking software solution that may, or may not, need to be customized to meet the State’s needs. The State expects any requirement mandated by Connecticut laws/statutes/regulations not currently part of an off-the-shelf product will be developed, customized, and implemented into the solution.
2. **Customized Solution** (“Custom Approach”). This would involve the design, development, configuration, customization, conversion, implementation, integration, maintenance, upgrade, and

altering of the existing DMS into a solution that meets the functional needs of a progressive DMS solution.

The New DMS solution must allow the DMD to meet data and reporting requirements associated with all bond issuances. This New DMS will be reliable, user friendly, and will ensure that future expectations or variations associated with bonding will be met with limited disruption to the duties performed by the DMD.

The New DMS may be required to interface with other state agencies and/or authorized vendors with the DMD.

Respondents that would like to offer a solution to this RFP, as more fully described in Section II, herein, may submit proposals for consideration. The State expects to select one Respondent to provide a New DMS.

The selected Respondent will be expected to execute a Personal Services Agreement with the Treasurer, with an anticipated term of five (5) years. Attached is the Treasurer's standard Personal Services Agreement ("PSA"). The Treasurer reserves the right to modify or supplement this PSA with additional contractual documentation necessary to cover the requested services.

Provided as Attachment 4 are schedules related to an actual 2014 Series F State of Connecticut bond issue. These schedules demonstrate how bonds are issued by maturity, fund act, and counsel. Please include in your response the ability of the solution your firm is offering to accommodate the details of such a bond issue.

Section II – Scope of Services

The objective of this project is to implement the technical functions and abilities of the DMD through a progressive technology solution that will meet the data and reporting requirements associated with bond issuances and ensure that debt issuance data, compliance, and reporting are maintained well into the future.

Solutions must be able to perform the following services:

1. Respondent Solution has the option to include a turnkey host environment. Respondent must clearly state that a host environment is or is not included. The objective is that the new computer system will provide all functions related to bonding, including but not limited to the following:
 - A. Bond structure and sizing:
 1. Fixed rate, variable rate, current refunding, advance refunding, cash defeasance, temporary financing, short-term debt instruments, etc.;
 2. Ability to provide information specific to a bond issue, such as sources and uses of funds, amortization schedules, and refunded portions;
 3. Allowing calculation of pro-forma amortization schedules at the bond level to determine effect on other debt outstanding.
 - B. Ability to track legal authorizations of issues by sublevel(s), such as bond fund or a combination of bond fund and statute. The State currently tracks the fine details of this data with an Authorized Allocated and Issued ("AAI") database. This is a Microsoft Access

database. The State would like to incorporate this capability into the New DMS. Enclosed as Attachment 5 is output from the AAI database.

C. The DMD is responsible for the following Reporting and Compliance function which the DMS assists with:

1. Continuing disclosure related to bond portfolio;
2. Arbitrage Rebate compliance and ability to interface with the Arbitrage database for tracking issues scheduled for calculations;
3. Official Statement table reporting related to authorized, allocated and issued bonds, outstanding debt per type, and other tables. A complete list of current DMS reports is provided as Attachment 2:

- a. Outstanding Long-Term General Obligation Debt,
- b. Summary of Principal and Interest on Long-Term Direct General Obligation Debt,
- c. Outstanding Long-Term Direct General Obligation Debt,
- d. Authorized but Unissued Direct General Obligation Debt,
- e. Special Tax Obligation Debt Service on Outstanding Bonds,
- f. Special Tax Obligation Actual & Projected Debt Service Coverage,
- g. Annual reporting for Treasurer's Annual Report,
- h. Financial reporting,
- i. Debt Cash flow reporting,
- j. Ad hoc reporting capabilities.

D. Meet with DMD staff and OTT IT Staff and develop a Business Issues Report which details key areas of focus for the project including testing.

E. Develop a Business Requirements Plan/Report to detail the approach that will be used for each of the key areas.

F. Develop a workflow plan for implementation of the New DMS.

G. Develop proposals for expanded access to the New DMS.

H. Allow for file interfaces to and from the other vendors and state agencies authorized by the DMD.

I. Respondent is responsible for refining and implementing a Project Management Plan that is reasonable and realistic for assumption of full responsibility of the design, development, and customization, conversion of data, and implementation of this project.

J. Respondent shall participate in regularly scheduled DMD project meetings; work with the DMD Project Manager on implementation.

K. The New DMS computer system must have capability for the import and export of data. Such capabilities should be within industry standards and comply with BEST standards and practices.

2. The following is required of customized systems only. The selected respondent will be expected to perform, operate, and comply with all OTT standards and guidelines. These include:

- A. Follow State of Connecticut, Department of Administrative Services', Bureau of Enterprise Systems Technologies (BEST) standards as directed.
- B. Comply with all security standards currently in place by BEST.
- C. Comply with all policies, procedures, and standards in place by BEST.
- D. Comply with best practices as set forth in the State Comptroller's Accounting Manual, where applicable.
- E. Comply with all application development/programming standards in place by BEST.
- F. Provide a solution based on technology authorized by BEST.
- G. Provide installation, conversion, and implementation of the proposed solution. This shall include:
 - 1. Preparation of a detailed project plan,
 - 2. Consultation on software infrastructure and configuration,
 - 3. Conversion/migration of all data and mandatory reports,
 - 4. Creation of additional reports as agreed upon with the DMD and the ability to create ad hoc reports,
 - 5. Technical support for the installation of the software,
 - 6. Hosting, if Respondent includes this as an option,
 - 7. Disaster recovery.
- H. Train designated staff in use of the computer system.
- I. Train designated staff in creation and preparation of reports.
- J. Provide maintenance on the system once implemented.
- K. A maintenance and support agreement to begin immediately after implementation of the new computer system on the production environment. Proposed agreement must include a plan for submitting system change orders, upgrades, fixes, and enhancements by DMD management during maintenance of the system.
- L. Respondent will be expected to have a cooperative and collaborative relationship with the DMD, IT staff, other state agencies, and authorized vendors contracted with the DMD. Respondent reports to the DMD but works collaboratively with staff, other state agencies, and authorized vendors contracted with the DMD.
- M. Respondent is responsible for managing and coordinating the delivery of its products and services and for performing such services in accordance with the terms of the contract in a timely manner for the duration of the project. Project management activities will be executed as mutually agreed upon between the Respondent and the DMD. Quality reviews and quality checks will be performed prior to milestone deliveries, and the project will be monitored for adherence to quality goals.
- N. Respondent shall assign a Project Manager, who is fulltime, to act as the coordinator for vendor resources. This Project Manager will be the DMD's point of contact for this project and

personnel-related issues. Weekly progress reporting and other communication protocols will be mutually agreed upon between the Respondent and the DMD.

O. OTT IT staff will work with Respondent to ensure that BEST and OTT policies, procedures, and standards are adhered to and that there is a successful handoff of the final software product to the DMD. Additional project roles may be defined as they are identified.

P. Respondent shall provide the following information as part of responses:

1. Project management plan with key personnel;
2. System design document;
3. Configuration management plan;
4. Reverse engineer current DMD system, if required, and provide a schematic of that system;
5. Requirements matrix;
6. Updated glossary, acronym list and business rules;
7. System security profile;
8. Test strategy and plan;
9. Release strategy and plan;
10. System maintenance plan;
11. Hosting plan, if option was included.

Q. During the development phase, Respondent will invest significant effort in the design, development, modeling, testing, and planning for implementation of the computer system. The Respondent will:

1. Develop/customize models that are sufficient to guide the implementation of the system;
2. Ensure that development/customization code is consistent with BEST, OTT and Respondent's technical architecture, design, and guidelines;
3. Work closely with the DMD to validate needs are being met;
4. Manage risks, people, and other project resources effectively;
5. Participate in integration, regression, load, stress and system testing, as appropriate, for system;
6. Provide a summary Test Report to document the results of testing the system;
7. Work with the DMD to develop a baseline for the testing environment; this should be as close as possible technically to the production environment.
8. Conversion plan must be submitted, reviewed, and agreed upon with the DMD. The conversion must not interfere with daily DMD activities.

R. The major deliverables from Respondent are as follows:

1. Backup/Recovery Plan,
2. Disaster Recovery Plan,
3. Test Scenarios,
4. Performance Testing,
5. Training Plan,
6. User Documentation and Training Materials,
7. Environment Migration Checklist,
8. Integration Testing,
9. Recovery Testing,
10. Production Support and Administrative Documentation,
11. User Acceptance Testing,
12. Proof of converting all data from DMD legacy system to new computer system,

13. Maintenance Plan.

S. Respondent will work with the DMD and OTT IT staff to implement the solution. Respondent will:

1. Provide an inventory of models, plans, procedures, policies, work products, etc. that are intended for transition of system to the DMD;
2. Ensure installation conforms to developed policies and procedures;
3. Work with OTT IT and DMD staff to support development of User Acceptance test plans and requirements tracking for each test and participate in the testing phase;
4. Participate in User Acceptance Testing and support the business in consolidating test results into an Acceptance Test Report;
5. Prepare and deliver an Exit Plan and turn over all project documents;
6. Create and update system documentation during the Implementation Phase as necessary;
7. Provide additional related services as requested by DMD management.

T. The major deliverables for the implementation phase are as follows:

1. Updated Project Management Plan,
2. Business Process Change Plan,
3. Approved Production Turnover,
4. End-user Training,
5. Exit Plan,
6. Production Source Code,
7. Request for system change orders by DMD management during maintenance of system.

U. The following timeline illustrates the proposed completion of the various project phases:

1. Business Issues,
2. Business Requirements,
3. Design/Customization,
4. Development and Testing,
5. Implementation.

V. The State of Connecticut must own all source codes for any customized system and must own all data for any system.

3. Hosting the Computer System

Respondents may include an option to host the solution. If Respondent does not include a hosting option, Respondent shall agree to work with an authorized vendor to seamlessly implement the solution on the host environment. If Respondent includes an option to host the computer system, Respondent shall provide a turnkey dedicated host environment, all equipment for development, testing and production, all software including updates, connectivity including updates, maintenance, 24/7 support, system backups and disaster recovery.

A. If solution includes hosting the system, then Respondent shall include all costs of purchasing and installing dedicated hardware for development, testing, and production environments; all costs for hosting must be included if Respondent provided information about hosting the debt management computer system; maintenance on all services; all software, software licensing, and software updates; all firewall software, licensing, and updates; provide 24/7 support, including a help desk; provide monitoring of all servers and provide notification system; all

connectivity and communication for hosting this system including but not limited to switches, cables, bandwidth; database backups; all security licenses; disaster recovery site; comprehensive disaster recovery plan that ensures minimal down time of servers – Respondent must state total recovery time in the event of a disaster; provide monthly and annual performance reports and efficiency reports.

- B. The current DMS performs essential, statutorily required functions and has high usage. Currently, the system is hosted within Treasury. Respondent shall be responsible for migration of this mission critical system to the hosting environment. Such hosting environment will support optimum performance. The environment must accommodate peak demand times and support the necessary and continual growth of transactions, including a growing number of concurrent users from various locations within Connecticut.
- C. Respondent that provides a hosting option shall demonstrate significant experience in hosting statewide mission critical government applications. Such Respondents shall agree the hosting environment shall be physically located in-state for security purposes and within reasonably close proximity to the Connecticut Office of the State Treasurer for easy access.
- D. Respondent shall provide a current Service Organization Control (SOC) audit report covering the Scope of Services. The SOC should provide an opinion on whether management's description of controls was implemented, whether the controls were suitably designed, and whether the controls were tested by the auditor and were operated effectively. Selected Respondent shall be required to provide this document annually.
- E. Computer systems are adjusted from time to time to reflect changes in state or federal laws. Respondent shall agree the computer system and host environment, if included, are flexible enough to accommodate such changes. Respondent shall submit a plan for accommodating such changes.
- F. Respondent shall allow electronic interface communication with other authorized vendors or state agencies. The computer system and host environment, if included, shall be flexible enough to accommodate such interfaces and shall have appropriate safeguards and protocols for such electronic communication. Respondent shall submit a plan for such electronic interface communication.
- G. Respondent shall include a comprehensive plan for real-time replication to disaster recovery. Cloud-based disaster recovery may be an option.
- H. Respondent may be asked to allow a Treasury-authorized vendor to access the computer system.
- I. Respondent shall include a comprehensive emergency service plan.
- J. Respondent shall provide emergency response protocol for computer system and hosting environment, if included, service failures. As a mission-critical computer system, service requests may be needed at any time. Respondent must guarantee 99.99% availability of the computer system with real-time replication to disaster recovery.
- K. Respondent that includes information on hosting services shall include necessary services to migrate the computer system to the new environment, and collaborate with the DMD and, if appropriate, with third parties to track all data to the new hosting service. Status reports during migration are mandatory.

- L. Successful performance of the application is critical to the Treasury. There must be rapid response to all performance problems. The Respondent must include three levels of service for times of peak demand, high demand, and normal demand. Peak demand occurs between the months of June through September of each year. High demand is every time we issue bonds. Normal demand is standard operating hours (Monday through Friday, 7:00 a.m. until 6:00 p.m.). The computer system must include a protocol for service that addresses the time for response and a process for assessment and triage, if necessary.
- M. Respondent includes the computer system hosting they shall provide a reliable, secure hosting environment, based on current industry best practices, and technology capabilities and a suite of hosting services to maintain all components of the website and related hardware/software platform in conformance with the required services. Respondent must agree that any system issues impacting users of the computer system in fulfilling their responsibilities shall be immediately brought to the DMD's attention. Respondent shall log support requests within an issue tracking tool. This tracking tool shall be accessible by DMD users or other designated staff or an authorized vendor, as the case may be, in such manner that requires no additional cost.
- N. Respondent shall provide a central point of contact for the DMD and secondary contacts as backup to the central point of contact. During periods of high demand and normal demand dedicated support service hours shall be Monday through Friday, 7:00 a.m. until 6:00 p.m. During periods of peak demand, dedicated support service hours shall be Sunday through Saturday, 6:00 a.m. until 11:00 p.m.
- O. Respondent shall provide the DMD with monthly performance reports that address key activities, performance metrics, issues tracking, system enhancements, and other data as requested.
- P. Respondent shall provide and maintain a security plan which shall include, at minimum, the following security measures: system security, system data security, and administrative and personnel security. Security must be capable of detecting and reporting attempted unauthorized entries into the system. The Respondent shall possess methods of detecting, reporting, and responding to incidents of vulnerability and threats. Security requirements shall apply to the development, testing, production, and backup systems. The Respondent shall be responsible for implementing and maintaining security and protection of confidentiality, integrity, and availability of the computer system or processes. Transmission to and from the system and servers must be encrypted. The computer system shall define audit controls when an employee terminates.
- Q. Respondent shall assign staff that possesses the necessary skills and experience to perform the services required. The Respondent shall, in a timely manner, directly address any concerns raised by Treasury regarding the performance of any assigned staff.

Section III – Contract Term

The Treasurer intends to enter into a contract for a five-year term, beginning no later than July 15, 2021. The contract shall include a 30-day termination provision at the Treasurer's sole discretion.

Section IV – Minimum Contractor Qualifications

By submitting a proposal pursuant to this RFP, the Respondent represents that it satisfies each of the following minimum qualifications:

1. Respondent must demonstrate experience in performing the proposed function for complex systems in the financial industry. Respondents are also required to submit three references of similar projects (e.g. finance, databases etc.). OTT may contact references for additional information.
2. Neither key professionals nor the firm have any material or potential conflicts of interest that are not disclosed on Attachment K of the Legal and Policy Attachments.

Section V – Submission Deadline

Proposals must be received by 5:00 PM (EST) on March 17, 2021, emailed to ct-debt-rfp@ct.gov with one original and four (4) copies of the response mailed to State of Connecticut, Office of the Treasurer, 165 Capitol Avenue, Hartford, CT 06106, Attn: Sheree Mailhot.

Section VI – Evaluation Criteria

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

1. Experience of the Respondent in performing debt management computer system design, customization/migration and implementation. Experience of the Respondent in hosting government applications will be considered if the hosting option is submitted.
2. Experience in conformance to specialized requirements such as sublevel(s) issue reporting as described in Section II.
3. Quality of proposal and its conformance with the terms of the RFP, including its clarity, completeness, responsiveness to requested information and demonstrated ability to complete work in a timely manner.
4. Personnel: Qualifications, availability, and experience of personnel, including key personnel and day-to-day personnel assigned to this project, as well as the breadth and depth of other professionals who may provide services to the State as needed; demonstrated commitment to client service; team organization and approach, including the ability to adequately staff and complete time-sensitive transactions and to interact effectively with the State personnel.
5. Fee proposal.
6. Quality and capacity of Respondent's systems, technology infrastructure, and equipment to be used in the delivery of services.
7. Equal employment opportunity record as evidenced by the composition of Respondent's personnel and the Respondent's affirmative action and equal employment opportunity policies and practices.

8. Corporate Citizenship policies, as reflected in firm's response to the Corporate Citizenship disclosure, **Legal and Policy Attachment F** hereto.
9. Overall compliance with State and federal laws and policies as evidenced in the completion of the **Legal and Policy Attachments** and the required submissions.

The State reserves the right to negotiate the final contract terms (including pricing) with any Respondent.

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

Section VII – Instructions for Submission

1. **Official Agency Contact.** All communications with the Office of the State Treasurer must be directed to the Official Agency Contact. The Official Agency Contact for the purposes of this RFP is Sheree Mailhot, who may be reached via email at ct-debt-rfp@ct.gov.
2. **Respondent's Representatives.** Respondents must designate an authorized representative and one alternate. Provide the name, title, address, telephone, and email address for each representative.
3. **Communications Notice.** All communications with the agency or any person representing this agency concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by Respondents or their representatives may result in disqualification or other sanctions, or both.
4. **RFP Timeline (Schedule of Events).** The following timeline, up to and including the Deadline for Submitting Proposals, shall be changed only by an amendment to this RFP. Dates after the Deadline for Submitting Proposals are target dates only.

January 27, 2021
February 19, 2021
March 17, 2021
April / May 2021
June 2021
July 2021

RFP Released
Deadline for Submitting Questions
Deadline for Submitting Proposals
Interviews with Respondents
Contractor Selected
Start of Contract

5. **Inquiry Procedures.** Respondents may submit questions about the RFP to the Official Agency Contact on or before February 19, 2021. Questions must be in writing and submitted by e-mail to ct-debt-rfp@ct.gov. 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. The agency will post official answers to the questions by March 1, 2021 on the agency's website at www.portal.ct.gov/OTT.
6. **Confidential Information.** Respondents are advised that the Office of the State Treasurer is a constitutional office of the State of Connecticut and its records, including responses to this RFP, are public record. Information in a response that is deemed by the proposing respondent to be confidential and proprietary should be clearly identified. Respondents should also provide justification as to why such information should not be disclosed by the Office of the Treasurer pursuant to the State's Freedom of Information Act.

All responses to this RFP shall become the property of the Treasurer and will be kept confidential until such time as recommendation for award of a contract has been announced. Thereafter, submissions are subject to public inspection and disclosure under the State of Connecticut Freedom of Information Act, Connecticut General Statutes Sections 1-200 et seq., as may be amended from time to time ("FOIA"). If a Respondent in good faith believes that any portion of its submission is exempt from public disclosure, then, in order to maintain confidentiality, (i) the Respondent should include an explanation containing the precise statutory basis for such exemption from disclosure under FOIA and (ii) such portion should be clearly marked "Confidential." The Treasurer will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for any inadvertent or intentional disclosure of such information, materials or data. Submissions marked as "Confidential" in their entirety will not be honored as such and the Treasurer will not deny public disclosure of all or any part of such submissions so marked. Only information marked "Confidential" that is accompanied with a precise statutory basis for such exemption under FOIA shall be safeguarded.

By submitting information with portions marked as "Confidential," the Respondent (i) represents that it has a good faith reasonable belief that such information is exempt from disclosure under FOIA pursuant to the precise statutory basis for such exemption, and (ii) agrees to reimburse the Treasurer for, and to indemnify, defend and hold harmless the Treasurer, its officers, fiduciaries, employees and agents from and against, any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever arising from or relating to the Treasurer's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

7. **Minimum Submission Requirements.** At a minimum, proposals must (1) be submitted before the deadline, (2) follow the required format, (3) be complete, and (4) include the required Attachments. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.
8. **References.** Identify three (3) clients that you completed work for in the last five years, that we may contact as references. Provide the following information for each reference: name, title, company address, and phone number.
9. **Affirmations Concerning Contract and Conditions.** Include a written statement that the Respondent has read and accepts the RFP's conditions, the agency's standard contract and conditions, and the State's contract compliance requirements in their entirety. The statement must be signed by an individual authorized to bind the Respondent.
10. **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.
11. **Contract Compliance Requirements.** The State of Connecticut is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

The Treasurer is required to consider the following factors in considering the Respondent's qualifications: (1) success in implementing an affirmative action plan; (2) promise to develop and implement a successful affirmative action plan; (3) submission of EEO-1 data indicating that the

composition of the Respondent's workforce is at or near parity in the relevant labor market area; or
(4) promise to set aside a portion of the contract for legitimate minority business enterprises.

- 12. Consultants.** Any respondent that has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of the Treasurer, whether or not in direct contact with the Treasurer, any other agency or public official or State employee was expected or made, must disclose such consulting agreements in the **Affidavit of Third Party Fees and Disclosure of Consulting Agreements, Attachment D** of the Legal and Policy Attachments. The selected vendor will be required to provide an updated disclosure at the time the contract is executed. See the **Directions** accompanying the **Legal and Policy Attachments** for instructions.
- 13. Meetings and Interviews with Respondents.** At its discretion, the Office of the Treasurer may convene meetings with Respondents in order to gain a fuller understanding of their respective proposals. The meetings may involve presentations or site visits. If the Treasurer decides interviews are warranted, the Official Agency Contact will telephone Respondents to make an appointment.
- 14. Surety Bond.** Include a statement that the Respondent is willing and able to furnish relevant industry security bonds and errors and omission coverage upon award of a contract. The statement must be signed by an individual authorized to bind the Respondent.
- 15. Modification or Withdrawal of Proposals.** Responses to this RFP may be modified or withdrawn in writing via email, with return receipt verification, by the Respondent if such modification or withdrawal is received prior to the deadline for proposal submission noted herein.

Modifications or withdrawals of a proposal received after the submission deadline will not be considered.

- 16. Errors.** If the Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, please notify the Treasurer immediately of such error by email at ct-debt-rfp@ct.gov and request a clarification or modification of the document.

If it becomes necessary to amend any part of this RFP or if a more exact interpretation of this RFP's provisions is required prior to the submission deadline, a supplement will be posted by the Office of the Treasurer on its website. If such a supplement is necessary, the Treasurer reserves the right to extend the deadline to accommodate such revisions.

If the Respondent fails to notify the Treasurer of a known error or an error that reasonably should have been known prior to the Respondent's filing of an offer for submission, the Respondent shall perform in accordance with the RFP and its Proposal as submitted. If awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of such error or its late correction.

- 17. 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.

A. Cover Letter

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

1. Contact Information:
 - a. Name of Respondent
 - b. Business Location

- c. Mailing Address
- d. Telephone Number
- e. Email Address

2. Respondent's Representatives:

The Respondent must designate an authorized representative and one (1) alternate who may speak and act on behalf of the Respondent in all dealings with the Treasurer, if necessary. The respondent shall provide the following information for each representative:

- a. Names and Titles
- b. Telephone Numbers
- c. Email Addresses

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

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

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

6. A statement that the Respondent has read and accepts the Treasurer'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.

B. Outline of Work

1. Work Plan

- a. Provide a detailed, task-oriented breakdown for each activity in Section II Scope of Services. Be sure your description of your work plan matches the numbered section to which it corresponds.
- b. Respondents wishing to add activities to those specified in Section II Scope of Services must show the additions as separately numbered tasks.

2. Methodologies

- a. Describe how each activity (task) will be accomplished, providing a detailed explanation of the procedures or processes that will be used to attain the expected outcomes. Include a description of the proposed method of working with the DMD, the resources or services requested of the DMD or of the Treasury (if any).
- b. Explain capabilities to perform each activity (task) and bidder requirements outlined in Section II Scope of Services.
- c. Provide detailed information on Respondent's system(s) and technology infrastructure to be used in the delivery of required services.

- d. If you intend to use any subcontractors to deliver any of the services, please identify the subcontractors as follows:
- Name of firm
 - Address of firm
 - Primary contact person (Name, title and contact information)
 - Specific services the firm will provide
 - Provide your fee proposal for performing the requested services. The State reserves the right to negotiate fees with the selected Respondent.

C. Compliance

Legal and Policy Attachments—Complete the Legal and Policy Attachments in accordance with the Directions. PLEASE NOTE: If you are the selected vendor, you will be required to re-execute Attachment D 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 State Treasurer shall be required, as a part of the procurement process, to certify that the Respondent awarded this contract was not selected as a result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
3. The successful Respondent will be required to complete Attachment E of the Legal and Policy Attachments regarding the giving of gifts. The failure to provide such affidavit shall be grounds for disqualification.
4. Inclusion of Taxes in Prices – The Office of the Treasurer is exempt from the payment of excise, transportation, and sales and use taxes imposed by the Federal Government or any state or local government. Such taxes must not be included in your fee proposal.
5. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP will become the sole property of the Office of the State Treasurer.
6. Timing and sequence of events resulting from this RFP will ultimately be determined by the Office of the State Treasurer.
7. The Respondent agrees that the proposal will remain valid for a period of 180 days after the deadline for submission and may be extended beyond that time by mutual agreement.
8. The Office of the State Treasurer may amend or cancel this RFP, prior to the due date and time, if the agency deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered.
9. Any costs and expenses incurred by Respondents in preparing or submitting proposals, including travel expenses incurred to attend Respondents' meetings or interviews are the sole responsibility of the Respondent.

10. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the Office of the State Treasurer at the Respondent's sole cost and expense.
11. The Respondent represents and warrants that the proposal is not made in connection with any other Respondent and is in all respects fair and without collusion or fraud. The Respondent further represents and warrants that the Respondent did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the Office of the State Treasurer participated directly in the Respondent's proposal preparation.
12. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
13. The Respondent must accept the Office of the State Treasurer's standard contract language and conditions. See Standard Contract and Conditions, attached hereto.
14. The Office of the State Treasurer reserves the right to award in part or to reject any and all proposals in whole or in part for misrepresentation or if the Respondent is in default of any prior State contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The Office of the State Treasurer also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.
15. The Office of the State Treasurer reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Respondent and subsequently awarding the contract to another Respondent. Such action on the part of the Office of the State Treasurer shall not constitute a breach of contract on the part of the agency since the contract with the initial Respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the Office of the State Treasurer and the Respondent.
16. Prior to its engagement by the Office of the Treasurer, the successful Respondent shall furnish the Office of the Treasurer with a current and valid Letter of Good Standing issued by the State of Connecticut Department of Revenue Services, pursuant to Connecticut General Statutes 12-2. The failure of the successful Respondent to timely provide a Letter of Good Standing prior to engagement may result in the removal and replacement of the successful Respondent.

State of Connecticut Issuance and DMS

The state issues bonds by Fund, Act, and Section for tracking purposes against authorizations and allocations of the same. For this reason the structure in DMS is setup the same way.

- Official Statement level contains information pertinent to the entire bond issue
- Issuance level contains information identifying the fund, act, section and total amount being issued for that combination
- Maturity level contains maturity date(s), maturity amount(s) and coupon rate(s) applicable to the Issuance level
- Payment level is the result of DMS calculating debt service based on the inputs from the Maturity level

The DMS system also tracks authorizations and allocations by Fund, Act, and Section but not on a historical level.

- Legislative Act level contains the public act, special act or miscellaneous identifiers such as Refunding
- Section level identifies all sections within the Act level that have bonding authorizations
- Authorization level contains the total authorized to date, the total allocated to date and to fields identifying what has been issued against these amounts and what is unissued

DMS links the authorizations and allocations through a drop down selection process on the issuance level of a bond issue.

This drop down list is developed through data entry on the authorizations and allocations side of the system.

DMS also has table listings of:

- All bond funds
- All bond types
- All funding sources for repayment of bonds

AND

- An ability to extract data in a multitude of ways to meet the needs of the debt management staff.

The following is a list of the types of reports currently available through DMS. There are currently 79 reports available and while all of the reports contained in these categories are used at one point or another there are a handful that are vital to the DMD staff.

- Annual Reports
- Authorization Reports
- Call Reports
- Debt Service Fund Reports
- Debt Service Issue Reports
- Monthly Reports
- Monthly Statement of Debt
- Official Statement Table Reports
- Outstanding Reports
- Refunded and Refunding Reports
- Summary Reports
- Table Listings
- Variable Rate Reports

All Annual Reports are vital to meet statutory and legal requirements. Additionally, some reports not labeled as Annual Reports are equally as important as they help to verify the accuracy of the data being extracted from DMS which is reported annually.

- Changes in Debt Outstanding
- Schedule of Authorized and Issued Debt Outstanding
- Schedule of Debt Outstanding
- Debt Service by Fiscal Year
- Bonds Issued by Fiscal Year
- Outstanding Summary by Finance Type

Some DMS Reports are produced monthly to meet the needs or requirements of other agencies or ensure that debt service to be paid by our paying agent matches our expectations.

- Monthly Statement of Debt
- Internal Cash Requirements
- Report to Bank
- Report to Bank Refunded
- DS Variable Rate Payments by Finance Type

Debt Management is also required to produce certain Official Statement Tables to be included in our Official Statements as well as in our Annual Information Statement

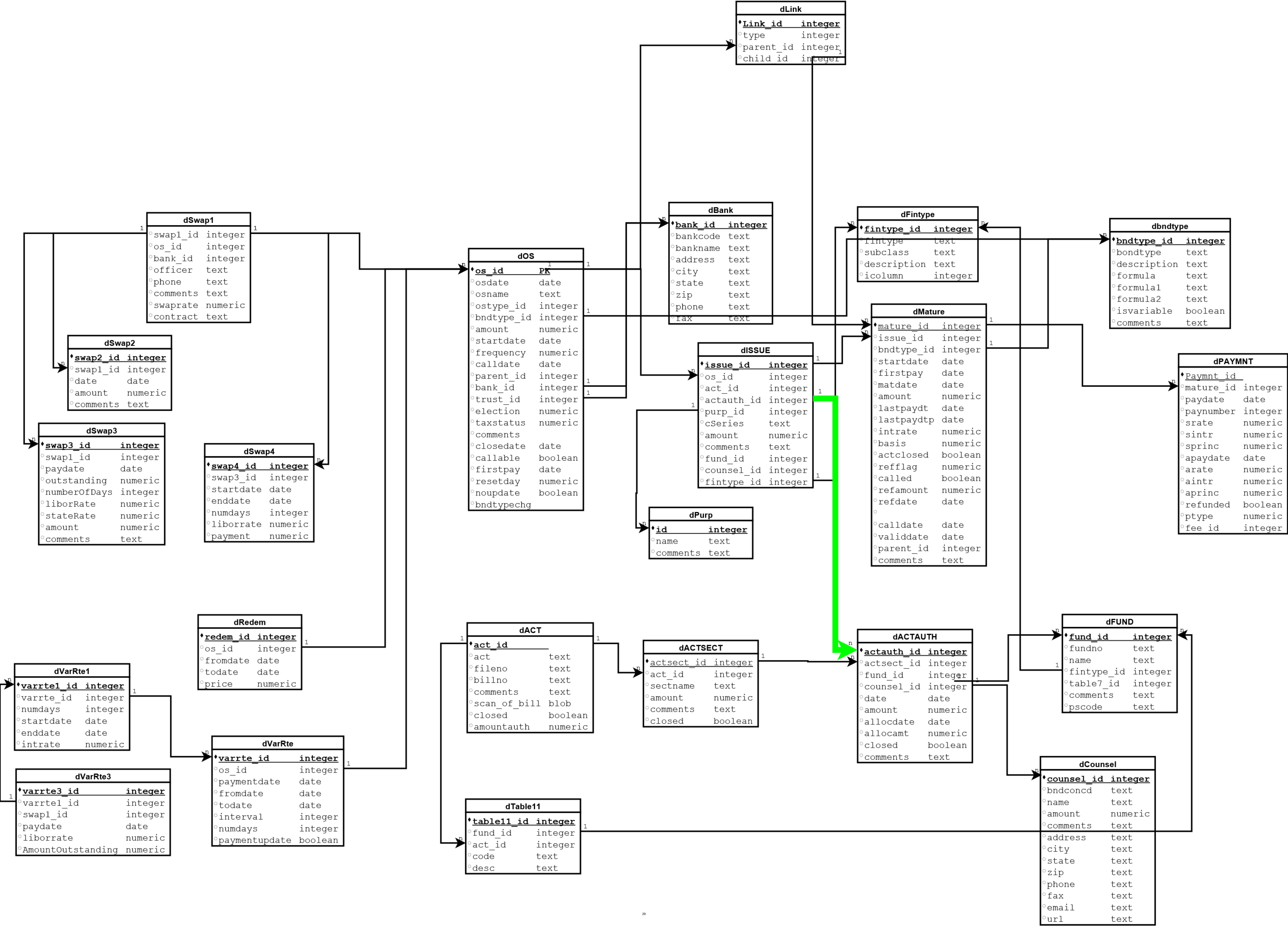
- Authorized but Unissued G.O. Debt Outstanding
- Direct G.O. Indebtedness
- P&I G.O. Debt Outstanding by FY

A complete list of reports, inputs, outputs and uses is attached as
our some examples of current reports

FolderID	Name	Input	Output	Reason
Annual Reports	Changes in Debt Outstanding	Start/end date (6/30 - 6/30 for each fiscal year)	Summary by finance type of beginning outstanding, issuance, retirement, refunded, ending outstanding, and interest paid for fiscal year	Included in Annual Report of the Treasurer
Annual Reports	Schedule of Authorized and Issued Debt Outstanding	As of date	By finance type then bond fund includes authorized, issued, outstanding, accreted interest, and outstanding including accreted interest	Included in Annual Report of the Treasurer
Annual Reports	Schedule of Debt Outstanding	Start/end date	Detail version of changes in debt outstanding by issue date	Included in Annual Report of the Treasurer
Annual Reports	U.S. Bank Invoice Verification Report	As of date	Includes issue date, name, original issue amount, final maturity and 1st and 2nd payment dates.	Aid USB in verification with audit of states outstanding bonds.
Authorization Reports	Authorized Allocated & Issued - Single Fund	Fund	By fund, act, section provides authorized, allocated, unallocated, issued, authorized and unissued, & allocated and unissued by bond counsel.	General information reporting, remaining available balances in summary and detail.
Authorization Reports	Authorized Allocated & Issued Detail-All Funds	None	Same as Authorized Allocated & Issued but for all funds	General information reporting, remaining available balances in summary and detail.
Authorization Reports	Authorized Allocated by Acts & Sections	None	Listing of act, section, fund, bond counsel, authorized, allocated with totals.	General information reporting, remaining available balances in summary and detail.
Authorization Reports	Authorized Allocated Summary	None	Listing of fund, act, authorized, allocated, unallocated, issued, & authorized and unissued by act with totals by fund.	General information reporting, remaining available balances in summary and detail.
Call Reports	Call Report to Bank by Call Date	Call date, Redemption %	Lists fund, name, act, issue year, series, maturity, interest, principal, redemption price, and total. Totaled by fund with grand total.	Verify call information to US bank and debt service on called debt.
Call Reports	Callable Bonds Outstanding by Issue	As of date	By issue date lists each maturity, interest rate, principal outstanding, interest due, and total outstanding	Determine potential refunding candidates.
Call Reports	Callable Bonds Outstanding Summary	As of date	By finance type lists issue, call date, amount issued and amount outstanding	Used to determine potential refunding candidates. ??
CAB Reports	Debt by FY & Finance Type	None	By finance type. Lists debt service by fiscal year, initial stated value, accreted interest and total payment	??
CAB Reports	Debt by FY Summary	None	Lists debt service by fiscal year, initial stated value, accreted interest and total payment	Used for GAAP reporting
CAB Reports	Outstanding by FY	None	Lists outstanding by fiscal year, initial stated value, accreted interest and total payment	??
CAB Reports	Outstanding by Issue & Fund	As of date	By type and issue date, lists debt outstanding with fund, initial stated value, accreted interest to date, accrued value to date, accreted interest at maturity, and accrued value at maturity.	Used for GAAP reporting
CAB Reports	Outstanding by Issue & Maturity	As of date	By type and issue date, lists debt outstanding with maturity, interest rate, initial stated value, accreted interest to date, accrued value to date, accreted interest at maturity, and accrued value at maturity.	??
Debt Service Fund Reports	All Funds by Issue & Finance Type Excludes Refunded (Date Range)	Start/end date	By finance type. Lists fund, issue, act, series, principal paid, interest paid, and total paid.	Year end reporting
Debt Service Fund Reports	All funds by Issue Excludes Refunded (Date Range)	Start/end date	By fund. Lists issue, payment date, interest due, principal due and total due.	??
Debt Service Fund Reports	All Funds in GO Issues by Issue	None	Lists issue date, funds in issue, amount issued for each fund, and issue/fund names.	Informational fund analysis
Debt Service Fund Reports	Single Fund by Issue & Maturity Includes Refunded	Fund, As of date	For selected fund by issue, lists payment dates, interest due, principal due, and totals	Informational fund analysis
Debt Service Fund Reports	Single Fund by Issue Excludes Refunded	Fund, As of date	For selected fund by issue, lists payment dates, interest due, principal due, and totals	Informational fund analysis
Debt Service Fund Reports	Single Fund by Payment Date Excludes Refunded	Fund, As of date	For selected fund list payment date, interest due, principal due, and total due.	??
Debt Service Fund Reports	Single Fund by Payment Date Includes Refunded	Fund, As of date	For selected fund list payment date, interest due, principal due, and total due.	??
DS Payment by FT Excludes Rfd (As of Date)	1. G.O. Tax Supported	As of date	By fund, lists issue, payment date, interest due, principal due, and total due.	??

FolderID	Name	Input	Output	Reason
DS Payment by FT Excludes Rfd (As of Date)	2. G.O. Revenue Supported	As of date	By fund, lists issue, payment date, interest due, principal due, and total due.	??
DS Payment by FT Excludes Rfd (As of Date)	3. G.O. Transportation	As of date	By fund, lists issue, payment date, interest due, principal due, and total due.	??
DS Payment by FT Excludes Rfd (As of Date)	4. Special Tax Obligation	As of date	By fund, lists issue, payment date, interest due, principal due, and total due.	??
DS Payment by FT Excludes Rfd (As of Date)	5. Revenue	As of date	By fund, lists issue, payment date, interest due, principal due, and total due.	??
DS Payment by FT Excludes Rfd (As of Date)	6. UCONN 2000	As of date	By fund, lists issue, payment date, interest due, principal due, and total due.	??
DS Payment by FT Excludes Rfd (As of Date)	7. CDA Increment Financing	As of date	By fund, lists issue, payment date, interest due, principal due, and total due.	??
DS Payment by FT Excludes Rfd (As of Date)	8. CDA Governmental Lease Revenue	As of date	By fund, lists issue, payment date, interest due, principal due, and total due.	??
DS Payment by FT Excludes Rfd (As of Date)	9. CHEFA bonds	As of date	By fund, lists issue, payment date, interest due, principal due, and total due.	??
DS Payment by FT Excludes Rfd (As of Date)	10. CHEFA Childcare Facilities Program	As of date	By fund, lists issue, payment date, interest due, principal due, and total due.	??
DS Payment by FT Excludes Rfd (As of Date)	11. Bradley International Parking Operations	As of date	By fund, lists issue, payment date, interest due, principal due, and total due.	??
DS Payment by FT Excludes Rfd (As of Date)	12. Juvenile Training School	As of date	By fund, lists issue, payment date, interest due, principal due, and total due.	??
DS Payment by FT Excludes Rfd (As of Date)	13. Special Obligation Rate Reduction Bonds	As of date	By fund, lists issue, payment date, interest due, principal due, and total due.	??
DS Payment by FT Excludes Rfd (As of Date)	14. CCEDA Bonds	As of date	By fund, lists issue, payment date, interest due, principal due, and total due.	??
DS Payment by FT Excludes Rfd (As of Date)	15. Middletown Courthouse	As of date	By fund, lists issue, payment date, interest due, principal due, and total due.	??
Debt Service Issue Reports	Detail by Fund Excludes Refunded	Issue date	By fund, act, bond counsel, series. Lists maturity date, interest rate, payment date, interest due, principal due and total due	Refunded/refunding analysis to ensure accuracy of data
Debt Service Issue Reports	Detail by Fund Includes Refunded	Issue date	By fund, act, bond counsel, series. Lists maturity date, interest rate, payment date, interest due, principal due and total due	??
Debt Service Issue Reports	Summary Excludes Refunded	Issue date	Lists payment date, interest due, principal due, and total due.	Refunded/refunding anlysis to ensure accuracy of data
Debt Service Issue Reports	Summary Excludes Refunded From As of Date	Issue date & as of date	Lists payment date, interest due, principal due, and total due.	Refunded/refunding anlysis to ensure accuracy of data
Debt Service Issue Reports	Summary Includes Refunded	Issue date	Lists payment date, interest due, principal due, and total due.	Original issuance summary for various analysis reporting.
Monthly Reports	Internal Cash Requirements	Payment date	By finance type. Lists issue, principal, interest and total due	Debt service payment analysis
Monthly Reports	Report to Bank	Payment date	By bonding type. Lists issue, amount issued, principal due, interest due, and total due.	Debt service payment analysis
Monthly Reports	Report to Bank Refunded	Payment date	By bonding type. Lists escrow agent, issue, amount issued, principal due, interest due, and total due.	Debt service payment analysis
Monthly Statement of Debt	Detail	As of date	By finance type. Lists fund, act, amount authorized, date issued, series, tax status, date callable, amount issued, date maturing, outstanding rates, amount outstanding, and interest accrued on CABs	Monthly reporting to various interested parties
Monthly Statement of Debt	Detail summary	As of date	By finance type. Lists fund, date issued, amount issued, principal outstanding, interest due, and total outstanding	??
Monthly Statement of Debt	Entire Statement of Debt	As of date	Provides all information from DMS reports 1, 45, 44 and 61	Monthly reporting to various interested parties
Monthly Statement of Debt	Summary - All Issues	As of date	By finance type. Lists, amount issued, amount outstanding, interest accrued on CABs and amount outstanding including accreted value. Includes both refunding and non-refunding issues.	Monthly reporting to various interested parties, year end reporting, official statement table reporting
Monthly Statement of Debt	Summary - Refunding Issues	As of date	By finance type. Lists, amount issued, amount outstanding, interest accrued on CABs and amount outstanding including accreted value. Includes refunding issues only. 27	Monthly reporting to various interested parties

FolderID	Name	Input	Output	Reason
Monthly Statement of Debt	Summary - Non-Refunding Issues	As of date	By finance type. Lists, amount issued, amount outstanding, interest accrued on CABs and amount outstanding including accreted value. Includes non-refunding issues only.	Monthly reporting to various interested parties
Official Statement Table Reports	Authorized but Unissued G.O. Debt Outstanding	None	Lists act, authorized amount, allocated amount and issued amount	Official statement table updating
Official Statement Table Reports	Direct G.O. Indebtedness	As of date	By various categories lists, principal outstanding, accrued interest, and total of both	Official statement table updating
Official Statement Table Reports	G.O. Direct Indebtedness by Fund	As of date	By various categories and funds within those categories lists, principal outstanding, accrued interest, and total of both	Further detail of direct G.O. Indebtedness. Would be helpful to reconcile official table if need be.
Official Statement Table Reports	P&I G.O. Debt Outstanding by FY	As of date	Lists by fiscal year principal due, interest due and total due.	Official statement table updating
Outstanding Reports	By Issue & Fund	As of date	By bonding type lists issues. Under each issue lists fund, maturity date, interest rate, principal outstanding, interest due and total outstanding	Year end report
Outstanding Reports	Summary by Finance Type	As of date	By finance type. Lists issue, principal outstanding, interest due, and total outstanding.	Year end report. Used to verify debt recon report and outstanding values by issue.
Refunded and Refunding Reports	Future Refundings by Issue	Issue date, 1st/last maturity date (why?)	Provides amount issued & call date. Lists by maturity, maturity amount, interest rate, fund, bond counsel, act, refund date, callable date, refund amount, and amount outstanding after refund.	Used to determine potential refunding candidates.
Refunded and Refunding Reports	Refunding Issues with Refunded Issue Info	Refunding issue date & as of date	Provides total refunding amount issued. Lists refunded information: fund, finance type, issue date, maturity date and amount, refund date, amount and call date.	Ensure proper data entry of refunding/refunded info into DMS.
Summary Reports	Bonds Issued by Fiscal Year	Start date/end date	By finance type provides issue name, issue date, and amount issued	Informational analysis
Summary Reports	Debt Service by Fiscal Year	Fiscal year	By finance type and bond type provides payment date, principal, interest, and total due.	Cash flow analysis and debt service verification.
Summary Reports	Debt Service by Issue (Date Range)	Start date/end date	By finance type provides issue, payment date, principal, interest and total due.	Year end report. Used to create debt outstanding recon report.
Summary Reports	Issue Summary with Maturities	Start/end date & subclass	Lists issue date, maturity dates, principal, interest and total due.	??
Summary Reports	Listing of All bonds Issued	None	By finance type lists issue, principal, interest and total	Informational analysis
Table Listings	Bond Funds	None	Lists fund, name, act, finance type, table 7 code and table 13 code	Informational analysis
Table Listings	Bond Types	None	Lists bond type, abbreviation and description	Informational analysis
Table Listings	Financing Types	None	Lists finance type, subclass and description	Informational analysis
Table Listings	O.S. Table Codes-Authorized Unissued Outstanding	None	Lists code and description	Informational analysis
Table Listings	O.S. Table Codes-Direct G.O. Indebtedness	None	Lists code and description	Informational analysis
Variable Rate Reports	Budgeted DS by Issue	Issue date	Lists payment date, interest due and principal due by budgeted interest rate.	Used in budgeting debt service and for informational analysis.
Variable Rate Reports	DS by Issue	Issue date	Lists payment date, fees, principal, interest and total due to current input for payment date and budgeted debt service thereafter.	Informational analysis.
Variable Rate Reports	DS Payments by Finance Type	Start/end date	By finance type. Lists issue, payment date, fees, principal, interest and total for selected dates.	Used in monthly reporting and year end reporting.
Variable Rate Reports	Fees	Start/end date	By issue. Lists payment date, bank, officer, and fee/swap payment for selected dates.	Used in year end reporting and information analysis.
Variable Rate Reports	Outstanding with Final Maturity	As of date	By finance type. Lists issue, amount outstanding, issue date and final maturity.	Informational analysis.
Annual Reports	Changes in Debt Out Export	As of date	Monthly Statement of Debt detail (DMS#73) exports to c:\my documents\ as a .csv file. Will only give most recent previous fiscal year end. Manual update of the "As Of" date must be done by DMD for any other date.	Given to OTC for aiding in compilation of OTC year end reporting.



This is the output of detail for a bond fund showing the act, section, bond counsel, sum of authorizations, sum of allocations and sum of issuance.

Authorizations Allocations Issuance			Auth Alloc Issd for Single Fund			
Fund	Act and Section	Description	Bond Cr	SumOfAuthorization Amount	SumOfSumOfAllocation Amount	SumOfissued Amount
17181	PA 17-2 Sec. 378(a)	GSP	R&C	56,000,000.00	56,000,000.00	50,000,000.00
17181	PA 17-2 Sec. 378(b)	GSP	R&C	16,500,000.00	6,500,000.00	6,500,000.00
17181	PA 17-2 Sec. 378(c)	GSP	R&C	12,000,000.00	1,000,000.00	1,000,000.00
17181	PA 17-2 Sec. 378(d)	GSP	R&C	1,500,000.00	750,000.00	
17181	PA 17-2 Sec. 378(e)	GSP	R&C	26,750,000.00	20,000,000.00	
17181	PA 17-2 Sec. 378(f)	CRDA GSP	SPB	49,500,000.00	48,000,000.00	3,000,000.00
17181	PA 17-2 Sec. 378(g)	GSP	R&C	2,500,000.00		
17181	PA 17-2 Sec. 378(h)	GSP	R&C	2,000,000.00		
17181	PA 17-2 Sec. 378(i)	Higher Ed GSP	S&G	60,336,905.00	35,000,000.00	26,730,000.00
17181	PA 17-2 Sec. 378(j)	GSP	R&C	3,750,000.00		
17181	PA 17-2 Sec. 378(k)	GSP	R&C	10,000,000.00	6,000,000.00	4,645,000.00

The detail for the authorizations above is shown below.

Authorizations Allocations Issuance			Authorizations		Allocations		
ID	Fund	Act and Section	Authorizatio	Bond Cr	Authorization Amount	Active	Click to Add
1376	17181	PA 17-2 Sec. 378(a)	10/31/2017	R&C	56,000,000.00	<input checked="" type="checkbox"/>	
1377	17181	PA 17-2 Sec. 378(b)	10/31/2017	R&C	16,500,000.00	<input checked="" type="checkbox"/>	
1378	17181	PA 17-2 Sec. 378(c)	10/31/2017	R&C	12,000,000.00	<input checked="" type="checkbox"/>	
1379	17181	PA 17-2 Sec. 378(d)	10/31/2017	R&C	1,500,000.00	<input checked="" type="checkbox"/>	
1380	17181	PA 17-2 Sec. 378(e)	10/31/2017	R&C	26,750,000.00	<input checked="" type="checkbox"/>	
1381	17181	PA 17-2 Sec. 378(f)	10/31/2017	SPB	49,500,000.00	<input checked="" type="checkbox"/>	
1382	17181	PA 17-2 Sec. 378(g)	10/31/2017	R&C	2,500,000.00	<input checked="" type="checkbox"/>	
1383	17181	PA 17-2 Sec. 378(h)	10/31/2017	R&C	2,000,000.00	<input checked="" type="checkbox"/>	
1384	17181	PA 17-2 Sec. 378(i)	10/31/2017	S&G	60,336,905.00	<input checked="" type="checkbox"/>	
1385	17181	PA 17-2 Sec. 378(j)	10/31/2017	R&C	3,750,000.00	<input checked="" type="checkbox"/>	
1386	17181	PA 17-2 Sec. 378(k)	10/31/2017	R&C	10,000,000.00	<input checked="" type="checkbox"/>	

This is the detail for the allocations shown in the first screenshot

<div> <div>Authorizations</div> <div>Allocations</div> <div>Issuance</div> <div>Authorizations</div> <div>Allocations</div> </div>								
ID	Func	Act and Section	Bond C	Allocatio	Allocation Amoi	Active	Click to Add	
1440	17181	PA 17-2 Sec. 378(a)	R&C	2/16/2018	8,036,412.00	<input checked="" type="checkbox"/>		
1483	17181	PA 17-2 Sec. 378(a)	R&C	4/13/2018	16,002,700.00	<input checked="" type="checkbox"/>		
1547	17181	PA 17-2 Sec. 378(a)	R&C	6/1/2018	6,000,000.00	<input checked="" type="checkbox"/>		
1548	17181	PA 17-2 Sec. 378(a)	R&C	6/1/2018	5,037,589.00	<input checked="" type="checkbox"/>		
1669	17181	PA 17-2 Sec. 378(a)	R&C	7/25/2018	20,923,299.00	<input checked="" type="checkbox"/>		
1441	17181	PA 17-2 Sec. 378(b)	R&C	2/16/2018	1,500,000.00	<input checked="" type="checkbox"/>		
1778	17181	PA 17-2 Sec. 378(b)	R&C	9/20/2018	5,000,000.00	<input checked="" type="checkbox"/>		
1549	17181	PA 17-2 Sec. 378(c)	R&C	6/1/2018	1,000,000.00	<input checked="" type="checkbox"/>		
1876	17181	PA 17-2 Sec. 378(d)	R&C	9/17/2019	500,000.00	<input checked="" type="checkbox"/>		
1877	17181	PA 17-2 Sec. 378(d)	R&C	9/17/2019	250,000.00	<input checked="" type="checkbox"/>		
1442	17181	PA 17-2 Sec. 378(e)	R&C	2/16/2018	18,000,000.00	<input checked="" type="checkbox"/>		
1443	17181	PA 17-2 Sec. 378(e)	R&C	2/16/2018	2,000,000.00	<input checked="" type="checkbox"/>		
1346	17181	PA 17-2 Sec. 378(f)	SPB	11/29/2017	40,000,000.00	<input checked="" type="checkbox"/>		
1444	17181	PA 17-2 Sec. 378(f)	SPB	2/16/2018	5,000,000.00	<input checked="" type="checkbox"/>		
1670	17181	PA 17-2 Sec. 378(f)	SPB	7/25/2018	3,000,000.00	<input checked="" type="checkbox"/>		
1550	17181	PA 17-2 Sec. 378(i)	S&G	6/1/2018	2,000,000.00	<input checked="" type="checkbox"/>		
1551	17181	PA 17-2 Sec. 378(i)	S&G	6/1/2018	3,000,000.00	<input checked="" type="checkbox"/>		
1552	17181	PA 17-2 Sec. 378(i)	S&G	6/1/2018	7,000,000.00	<input checked="" type="checkbox"/>		
1834	17181	PA 17-2 Sec. 378(i)	S&G	12/11/2018	23,000,000.00	<input checked="" type="checkbox"/>		
1671	17181	PA 17-2 Sec. 378(k)	R&C	7/25/2018	1,000,000.00	<input checked="" type="checkbox"/>		
1779	17181	PA 17-2 Sec. 378(k)	R&C	9/20/2018	3,645,000.00	<input checked="" type="checkbox"/>		
1835	17181	PA 17-2 Sec. 378(k)	R&C	12/11/2018	1,355,000.00	<input checked="" type="checkbox"/>		

The detail for the issuance shown in the first screenshot.

<div> <div>Authorizations</div> <div>Allocations</div> <div>Issuance</div> <div>Authorizations</div> <div>Allocations</div> <div>Issuance</div> </div>						
I	Fund	Act and Section	Bond	Issued Da	Issued Amount	
+03	17181	PA 17-2 Sec. 378(a)	R&C	04/11/2019	24,076,701.00	
+03	17181	PA 17-2 Sec. 378(a)	R&C	01/07/2020	25,923,299.00	
+03	17181	PA 17-2 Sec. 378(b)	R&C	04/11/2019	1,500,000.00	
+03	17181	PA 17-2 Sec. 378(b)	R&C	01/07/2020	5,000,000.00	
+03	17181	PA 17-2 Sec. 378(c)	R&C	04/11/2019	1,000,000.00	
+03	17181	PA 17-2 Sec. 378(f)	SPB	01/07/2020	3,000,000.00	
+03	17181	PA 17-2 Sec. 378(i)	S&G	04/11/2019	4,999,062.00	
+03	17181	PA 17-2 Sec. 378(i)	S&G	01/07/2020	4,730,000.00	
+03	17181	PA 17-2 Sec. 378(i)	S&G	01/07/2020	14,000,000.00	
+03	17181	PA 17-2 Sec. 378(i)	S&G	01/07/2020	938.00	
+03	17181	PA 17-2 Sec. 378(i)	S&G	01/07/2020	3,000,000.00	
+03	17181	PA 17-2 Sec. 378(k)	R&C	01/07/2020	3,645,000.00	
+03	17181	PA 17-2 Sec. 378(k)	R&C	01/07/2020	1,000,000.00	

2014F \$240million new money GO Bonds

Tab Name:	Description
2014F Auth Alloc Issd	<p>Excerpt from the DMD Authorized Allocated and Issuance files showing how various pieces of detail are tracked.</p> <p>-Authorizations are tracked by fund, act, section, bond counsel and date authorized.</p> <p>-Once legislative authorizations have taken effect they may be added to the bond commission meeting agenda for approval to be issued. This is called allocation.</p> <p>-Once funds are allocated they are eligible for issuance based on a clearing process done by bond counsel.</p>
	<p>As an example bond fund 17141 PA 13-239 Sec. 2(l) was authorized by the legislature for a total of \$24,989,622. It has gone to bond commission twice, 6/30/14 and 11/19/14 for a total allocation to date of \$16,403,287. This means that there is \$8,586,235 remaining to be allocated. Prior to the 2014F GO issue there was \$16,194,478, which is the total allocated by bond commission less the one issue shown on 6/26/14 of \$205,809. After the 2014F GO issue there was \$287,578 remaining to be issued.</p>
2014 F TE	Summary of bond counsel series assignment to the maturity structure of the 2014F GO bonds.
L&M F-1 through SPB F-4	Detailed assignment to the maturity structure of the 2014F GO bonds. This is how it is input into the current Debt Management System.
	<p>As an example L&M F-1 shows that \$140,000,000 was issued under bond fund 13010 PA 69-751 Sec. None assigned to Lewis & Munday in the 2014F GO bond issue. The maturities of that \$140m commence on 11/15/2021 with a final maturity of 11/15/2034. Note that there are bifurcated or trifurcated maturities as well.</p>
2014H \$239million refunding GO Bonds	
2014H Refunding for Inclusion	This is a detailed worksheet of what was refunded by the 2014H GO refunding issue. DMS currently designates this detail as refunded the same way as it is shown on this worksheet.
2014 H TE Ref	Summary of bond counsel series assignment to the maturity structure of the 2014H Refunding GO bonds.
L&M H-1 & S&G H-2	Detailed assignment to the maturity structure of the 2014H Refunding GO bonds. This is how it is input into the current Debt Management System. Note that there is no fund, act, section structure. This is because refunding bonds do not require legislative authorization or bond commission allocation.

2014F Auth Alloc Issd

Fund	Act and Section	Authorization Date	Bond Counsel	Amount Authorized	Bond Comm Allocation Date	Amount Allocated	Issued Date	Amount Issued
12050 PA 87-584 Sec. 11-14		06/30/2014	SPB	52,500,000.00	6/30/2014	25,000,000.00	06/26/2014	14,998,000.00
12050 PA 87-584 Sec. 11-14		06/30/2014	SS	682,500,000.00	6/30/2014	682,500,000.00	06/30/2014	682,500,000.00
12050 PA 87-584 Sec. 11-14		07/01/2014	SPB	30,000,000.00	11/19/2014	10,000,000.00	12/10/2014	10,000,000.00
				765,000,000.00		717,500,000.00		707,498,000.00
12067 PA 11-2 Sec. 2		06/30/2014	SS	129,039,000.00	6/30/2014	129,039,000.00	06/30/2014	129,039,000.00
12067 PA 11-2 Sec. 2		06/30/2014	SPB	49,964,000.00	6/30/2014	49,964,000.00	12/10/2014	16,000,000.00
12067 PA 11-2 Sec. 2		07/01/2014	SPB	19,669,000.00	7/1/2014	19,669,000.00		
				198,672,000.00		198,672,000.00		145,039,000.00
13010 PA 69-751 Sec. None		06/30/2010	L&M	8,250,230,770.00	6/30/2014	7,898,930,770.00	06/30/2014	7,598,930,719.00
13010 PA 69-751 Sec. None		07/01/2014	L&M	469,900,000.00	11/19/2014	50,000,000.00	08/28/2014	160,000,000.00
							12/10/2014	140,000,000.00
				8,720,130,770.00		7,948,930,770.00		7,898,930,719.00
13048 PA 07-7 Sec. 105		06/30/2014	S&G	570,000,000.00	6/30/2014	475,000,000.00	06/26/2014	49,634,191.00
13048 PA 07-7 Sec. 105		07/01/2014	S&G	80,000,000.00	7/1/2014	95,000,000.00	06/30/2014	320,037,370.21
							12/10/2014	33,100,000.00
				650,000,000.00		570,000,000.00		402,771,561.21
17141 PA 13-239 Sec. 2(a)		06/30/2014	R&C	68,900,000.00	6/30/2014	7,534,818.00	06/26/2014	2,623,487.80
					7/25/2014	7,928,392.00	12/10/2014	2,722,830.20
					11/19/2014	1,200,000.00		
				68,900,000.00		16,663,210.00		5,346,318.00
17141 PA 13-239 Sec. 2(b).		06/30/2014	R&C	750,000.00	6/30/2014	617,500.00	12/10/2014	617,500.00
				750,000.00		617,500.00		617,500.00
17141 PA 13-239 Sec. 2(c)		06/30/2014	R&C	66,000,000.00	6/30/2014	10,250,000.00	06/26/2014	7,760,000.00
							12/10/2014	2,500,000.00
				66,000,000.00		10,250,000.00		10,250,000.00
17141 PA 13-239 Sec. 2(d)		06/30/2014	R&C	30,000,000.00	6/30/2014	7,363,130.00	06/26/2014	165,000.00
							12/10/2014	7,198,130.00
				30,000,000.00		7,363,130.00		7,363,130.00
17141 PA 13-239 Sec. 2(e)		06/30/2014	R&C	1,703,000.00				
				1,703,000.00				
17141 PA 13-239 Sec. 2(f)		06/30/2014	R&C	6,150,000.00	7/25/2014	3,150,000.00	06/26/2014	200,000.00
					6/30/2014	200,000.00	12/10/2014	3,134,539.00
				6,150,000.00		3,350,000.00		3,334,539.00
17141 PA 13-239 Sec. 2(g)		06/30/2014	R&C	20,500,000.00	6/30/2014	6,394,384.00		
					7/25/2014	1,769,510.00		
					11/19/2014	572,000.00		
				20,500,000.00		8,735,894.00		
17141 PA 13-239 Sec. 2(h)		06/30/2014	SPB	39,122,000.00	6/30/2014	37,122,000.00	06/26/2014	8,122,000.00
				39,122,000.00		37,122,000.00		8,122,000.00
17141 PA 13-239 Sec. 2(i)		06/30/2014	R&C	5,000,000.00				
				5,000,000.00				
17141 PA 13-239 Sec. 2(j)		06/30/2014	R&C	2,275,000.00				
				2,275,000.00				
17141 PA 13-239 Sec. 2(k)		06/30/2014	L&M	28,000,000.00				
				28,000,000.00				
17141 PA 13-239 Sec. 2(l)		06/30/2014	S&G	24,989,622.00	6/30/2014	16,120,491.00	06/26/2014	205,809.00
					11/19/2014	282,896.00	12/10/2014	15,910,000.00
				24,989,622.00		16,403,387.00		16,115,809.00
17141 PA 13-239 Sec. 2(m)		06/30/2014	R&C	10,000,000.00	11/19/2014	525,927.00		
				10,000,000.00		525,927.00		
17141 PA 13-239 Sec. 2(n)		06/30/2014	R&C	1,230,900.00				
				1,230,900.00				
17141 PA 13-239 Sec. 2(o)		06/30/2014	R&C	11,500,000.00	11/19/2014	2,441,357.00		
				11,500,000.00		2,441,357.00		
17141 PA 14-98 Sec. 26		06/30/2014	R&C	8,817,000.00	6/30/2014	8,817,000.00	12/10/2014	8,817,000.00
				8,817,000.00		8,817,000.00		8,817,000.00
				10,658,740,292.00		9,547,392,175.00		9,214,205,577.01

Prior to the December 14, 2014 issue the total authorized and unallocated was:

1,111,348,117.00

Prior to the December 14, 2014 issue the total available to be issued was:

573,186,597.99

After December 14, 2014 issue the total available to be issued was:

333,186,597.99

GO 2014 F Tax Exempt
Assignment of Series to Maturities
Closing Date: 12/10/2014

2014 FTE

	Series Counsel	F-1 L&M	F-2 R&C	F-3 S&G	F-4 SPB	Total Assigned	Target Amount	Unassigned
		\$ 140,000,000.00	\$ 24,990,000.00	\$ 49,010,000.00	\$ 26,000,000.00	\$ 240,000,000.00	\$ 240,000,000.00	0.00
Coupon	Maturity							
	11/15							
1.500%	2015	0.00	15,000,000.00	0.00	0.00	15,000,000.00	15,000,000.00	0.00
3.000%	2016	0.00	9,990,000.00	5,010,000.00	0.00	15,000,000.00	15,000,000.00	0.00
4.000%	2017	0.00	0.00	15,000,000.00	0.00	15,000,000.00	15,000,000.00	0.00
2.000%	2018	0.00	0.00	2,460,000.00	0.00	2,460,000.00	2,460,000.00	0.00
4.000%	2018	0.00	0.00	2,920,000.00	0.00	2,920,000.00	2,920,000.00	0.00
5.000%	2018	0.00	0.00	9,620,000.00	0.00	9,620,000.00	9,620,000.00	0.00
3.000%	2019	0.00	0.00	1,750,000.00	0.00	1,750,000.00	1,750,000.00	0.00
4.000%	2019	0.00	0.00	1,575,000.00	0.00	1,575,000.00	1,575,000.00	0.00
5.000%	2019	0.00	0.00	10,675,000.00	1,000,000.00	11,675,000.00	11,675,000.00	0.00
2.000%	2020	0.00	0.00	0.00	1,155,000.00	1,155,000.00	1,155,000.00	0.00
5.000%	2020	0.00	0.00	0.00	13,845,000.00	13,845,000.00	13,845,000.00	0.00
2.000%	2021	0.00	0.00	0.00	2,355,000.00	2,355,000.00	2,355,000.00	0.00
4.000%	2021	0.00	0.00	0.00	1,525,000.00	1,525,000.00	1,525,000.00	0.00
5.000%	2021	5,000,000.00	0.00	0.00	6,120,000.00	11,120,000.00	11,120,000.00	0.00
2.125%	2022	2,215,000.00	0.00	0.00	0.00	2,215,000.00	2,215,000.00	0.00
4.000%	2022	3,450,000.00	0.00	0.00	0.00	3,450,000.00	3,450,000.00	0.00
5.000%	2022	9,335,000.00	0.00	0.00	0.00	9,335,000.00	9,335,000.00	0.00
3.000%	2023	810,000.00	0.00	0.00	0.00	810,000.00	810,000.00	0.00
4.000%	2023	1,320,000.00	0.00	0.00	0.00	1,320,000.00	1,320,000.00	0.00
5.000%	2023	12,870,000.00	0.00	0.00	0.00	12,870,000.00	12,870,000.00	0.00
2.375%	2024	1,365,000.00	0.00	0.00	0.00	1,365,000.00	1,365,000.00	0.00
5.000%	2024	13,635,000.00	0.00	0.00	0.00	13,635,000.00	13,635,000.00	0.00
3.000%	2025	550,000.00	0.00	0.00	0.00	550,000.00	550,000.00	0.00
5.000%	2025	14,450,000.00	0.00	0.00	0.00	14,450,000.00	14,450,000.00	0.00
3.000%	2026	6,530,000.00	0.00	0.00	0.00	6,530,000.00	6,530,000.00	0.00
5.000%	2026	8,470,000.00	0.00	0.00	0.00	8,470,000.00	8,470,000.00	0.00
3.125%	2027	3,970,000.00	0.00	0.00	0.00	3,970,000.00	3,970,000.00	0.00
5.000%	2027	11,030,000.00	0.00	0.00	0.00	11,030,000.00	11,030,000.00	0.00
	2028	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	2029	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	2030	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	2031	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.000%	2032	15,000,000.00	0.00	0.00	0.00	15,000,000.00	15,000,000.00	0.00
3.500%	2033	9,290,000.00	0.00	0.00	0.00	9,290,000.00	9,290,000.00	0.00
5.000%	2033	5,710,000.00	0.00	0.00	0.00	5,710,000.00	5,710,000.00	0.00
4.000%	2034	1,750,000.00	0.00	0.00	0.00	1,750,000.00	1,750,000.00	0.00
5.000%	2034	13,250,000.00	0.00	0.00	0.00	13,250,000.00	13,250,000.00	0.00
Total		\$ 140,000,000.00	\$ 24,990,000.00	\$ 49,010,000.00	\$ 26,000,000.00	\$ 240,000,000.00	\$ 240,000,000.00	0.00

Lewis & Munday F-1
GO 2014F New Money Tax Exempt
Closing Date: 12/10/2014

L & M F-1

Fund Act Section	13010 PA 69-751 NONE	Total Assigned	Target Amount	Unassigned
	\$ 140,000,000.00	\$ 140,000,000.00	\$ 140,000,000.00	0.00

Coupon	Maturity				
	11/15				
1.500%	2015	0.00	0.00	0.00	0.00
3.000%	2016	0.00	0.00	0.00	0.00
4.000%	2017	0.00	0.00	0.00	0.00
2.000%	2018	0.00	0.00	0.00	0.00
4.000%	2018	0.00	0.00	0.00	0.00
5.000%	2018	0.00	0.00	0.00	0.00
3.000%	2019	0.00	0.00	0.00	0.00
4.000%	2019	0.00	0.00	0.00	0.00
5.000%	2019	0.00	0.00	0.00	0.00
2.000%	2020	0.00	0.00	0.00	0.00
5.000%	2020	0.00	0.00	0.00	0.00
2.000%	2021	0.00	0.00	0.00	0.00
4.000%	2021	0.00	0.00	0.00	0.00
5.000%	2021	5,000,000.00	5,000,000.00	5,000,000.00	0.00
2.125%	2022	2,215,000.00	2,215,000.00	2,215,000.00	0.00
4.000%	2022	3,450,000.00	3,450,000.00	3,450,000.00	0.00
5.000%	2022	9,335,000.00	9,335,000.00	9,335,000.00	0.00
3.000%	2023	810,000.00	810,000.00	810,000.00	0.00
4.000%	2023	1,320,000.00	1,320,000.00	1,320,000.00	0.00
5.000%	2023	12,870,000.00	12,870,000.00	12,870,000.00	0.00
2.375%	2024	1,365,000.00	1,365,000.00	1,365,000.00	0.00
5.000%	2024	13,635,000.00	13,635,000.00	13,635,000.00	0.00
3.000%	2025	550,000.00	550,000.00	550,000.00	0.00
5.000%	2025	14,450,000.00	14,450,000.00	14,450,000.00	0.00
3.000%	2026	6,530,000.00	6,530,000.00	6,530,000.00	0.00
5.000%	2026	8,470,000.00	8,470,000.00	8,470,000.00	0.00
3.125%	2027	3,970,000.00	3,970,000.00	3,970,000.00	0.00
5.000%	2027	11,030,000.00	11,030,000.00	11,030,000.00	0.00
0.000%	2028	0.00	0.00	0.00	0.00
0.000%	2029	0.00	0.00	0.00	0.00
0.000%	2030	0.00	0.00	0.00	0.00
0.000%	2031	0.00	0.00	0.00	0.00
5.000%	2032	15,000,000.00	15,000,000.00	15,000,000.00	0.00
3.500%	2033	9,290,000.00	9,290,000.00	9,290,000.00	0.00
5.000%	2033	5,710,000.00	5,710,000.00	5,710,000.00	0.00
4.000%	2034	1,750,000.00	1,750,000.00	1,750,000.00	0.00
5.000%	2034	13,250,000.00	13,250,000.00	13,250,000.00	0.00
Total		\$ 140,000,000.00	\$ 140,000,000.00	\$ 140,000,000.00	

Robinson & Cole F-2
GO 2014F New Money Tax Exempt
Closing Date: 12/10/2014

RJC F-2

Fund Act Section	17141 PA 14-98 26	17141 PA 13-239 2 (a-o)	Total Assigned	Target Amount	Unassigned
	\$ 8,817,000.00	\$ 16,173,000.00	\$ 24,990,000.00	\$ 24,990,000.00	0.00

Coupon	Maturity					
	11/15					
1.500%	2015	8,817,000.00	6,183,000.00	15,000,000.00	15,000,000.00	0.00
3.000%	2016		9,990,000.00	9,990,000.00	9,990,000.00	0.00
4.000%	2017			0.00	0.00	0.00
2.000%	2018			0.00	0.00	0.00
4.000%	2018			0.00	0.00	0.00
5.000%	2018			0.00	0.00	0.00
3.000%	2019			0.00	0.00	0.00
4.000%	2019			0.00	0.00	0.00
5.000%	2019			0.00	0.00	0.00
2.000%	2020			0.00	0.00	0.00
5.000%	2020			0.00	0.00	0.00
2.000%	2021			0.00	0.00	0.00
4.000%	2021			0.00	0.00	0.00
5.000%	2021			0.00	0.00	0.00
2.125%	2022			0.00	0.00	0.00
4.000%	2022			0.00	0.00	0.00
5.000%	2022			0.00	0.00	0.00
3.000%	2023			0.00	0.00	0.00
4.000%	2023			0.00	0.00	0.00
5.000%	2023			0.00	0.00	0.00
2.375%	2024			0.00	0.00	0.00
5.000%	2024			0.00	0.00	0.00
3.000%	2025			0.00	0.00	0.00
5.000%	2025			0.00	0.00	0.00
3.000%	2026			0.00	0.00	0.00
5.000%	2026			0.00	0.00	0.00
3.125%	2027			0.00	0.00	0.00
5.000%	2027			0.00	0.00	0.00
0.000%	2028			0.00	0.00	0.00
0.000%	2029			0.00	0.00	0.00
0.000%	2030			0.00	0.00	0.00
0.000%	2031			0.00	0.00	0.00
5.000%	2032			0.00	0.00	0.00
3.500%	2033			0.00	0.00	0.00
5.000%	2033			0.00	0.00	0.00
4.000%	2034			0.00	0.00	0.00
5.000%	2034			0.00	0.00	0.00
Total		\$ 8,817,000.00	\$ 16,173,000.00	\$ 24,990,000.00	\$ 24,990,000.00	0.00

Shipman & Goodwin F-3
GO 2014F New Money Tax Exempt
Closing Date: 12/10/2014

S26 F-3

Fund Act Section		13048 PA 07-7 105	17141 PA 13-239 2(l)	Total Assigned	Target Amount	Unassigned
		\$ 33,100,000.00	\$ 15,910,000.00	\$ 49,010,000.00	\$ 49,010,000.00	0.00
Coupon	Maturity					
	11/15					
1.500%	2015			0.00	0.00	0.00
3.000%	2016	5,010,000.00		5,010,000.00	5,010,000.00	0.00
4.000%	2017	15,000,000.00		15,000,000.00	15,000,000.00	0.00
2.000%	2018	2,460,000.00		2,460,000.00	2,460,000.00	0.00
4.000%	2018	2,920,000.00		2,920,000.00	2,920,000.00	0.00
5.000%	2018	7,710,000.00	1,910,000.00	9,620,000.00	9,620,000.00	0.00
3.000%	2019		1,750,000.00	1,750,000.00	1,750,000.00	0.00
4.000%	2019		1,575,000.00	1,575,000.00	1,575,000.00	0.00
5.000%	2019		10,675,000.00	10,675,000.00	10,675,000.00	0.00
2.000%	2020			0.00	0.00	0.00
5.000%	2020			0.00	0.00	0.00
2.000%	2021			0.00	0.00	0.00
4.000%	2021			0.00	0.00	0.00
5.000%	2021			0.00	0.00	0.00
2.125%	2022			0.00	0.00	0.00
4.000%	2022			0.00	0.00	0.00
5.000%	2022			0.00	0.00	0.00
3.000%	2023			0.00	0.00	0.00
4.000%	2023			0.00	0.00	0.00
5.000%	2023			0.00	0.00	0.00
2.375%	2024			0.00	0.00	0.00
5.000%	2024			0.00	0.00	0.00
3.000%	2025			0.00	0.00	0.00
5.000%	2025			0.00	0.00	0.00
3.000%	2026			0.00	0.00	0.00
5.000%	2026			0.00	0.00	0.00
3.125%	2027			0.00	0.00	0.00
5.000%	2027			0.00	0.00	0.00
0.000%	2028			0.00	0.00	0.00
0.000%	2029			0.00	0.00	0.00
0.000%	2030			0.00	0.00	0.00
0.000%	2031			0.00	0.00	0.00
5.000%	2032			0.00	0.00	0.00
3.500%	2033			0.00	0.00	0.00
5.000%	2033			0.00	0.00	0.00
4.000%	2034			0.00	0.00	0.00
5.000%	2034			0.00	0.00	0.00
Total		\$ 33,100,000.00	\$ 15,910,000.00	\$ 49,010,000.00	\$ 49,010,000.00	0.00

Squire Patton Boggs F-4
GO 2014F New Money Tax Exempt
Closing Date: 12/10/2014

SPB F-4

Fund Act Section	12050 PA 87-584 11-14	12067 PA 11-2 2	Total Assigned	Target Amount	Unassigned
	\$ 10,000,000.00	\$ 16,000,000.00	\$ 26,000,000.00	\$ 26,000,000.00	0.00
Coupon	Maturity				
	11/15				
1.500%	2015		0.00	0.00	0.00
3.000%	2016		0.00	0.00	0.00
4.000%	2017		0.00	0.00	0.00
2.000%	2018		0.00	0.00	0.00
4.000%	2018		0.00	0.00	0.00
5.000%	2018		0.00	0.00	0.00
3.000%	2019		0.00	0.00	0.00
4.000%	2019		0.00	0.00	0.00
5.000%	2019	1,000,000.00	1,000,000.00	1,000,000.00	0.00
2.000%	2020	1,155,000.00	1,155,000.00	1,155,000.00	0.00
5.000%	2020	7,845,000.00	6,000,000.00	13,845,000.00	0.00
2.000%	2021		2,355,000.00	2,355,000.00	0.00
4.000%	2021		1,525,000.00	1,525,000.00	0.00
5.000%	2021		6,120,000.00	6,120,000.00	0.00
2.125%	2022		0.00	0.00	0.00
4.000%	2022		0.00	0.00	0.00
5.000%	2022		0.00	0.00	0.00
3.000%	2023		0.00	0.00	0.00
4.000%	2023		0.00	0.00	0.00
5.000%	2023		0.00	0.00	0.00
2.375%	2024		0.00	0.00	0.00
5.000%	2024		0.00	0.00	0.00
3.000%	2025		0.00	0.00	0.00
5.000%	2025		0.00	0.00	0.00
3.000%	2026		0.00	0.00	0.00
5.000%	2026		0.00	0.00	0.00
3.125%	2027		0.00	0.00	0.00
5.000%	2027		0.00	0.00	0.00
0.000%	2028		0.00	0.00	0.00
0.000%	2029		0.00	0.00	0.00
0.000%	2030		0.00	0.00	0.00
0.000%	2031		0.00	0.00	0.00
5.000%	2032		0.00	0.00	0.00
3.500%	2033		0.00	0.00	0.00
5.000%	2033		0.00	0.00	0.00
4.000%	2034		0.00	0.00	0.00
5.000%	2034		0.00	0.00	0.00
Total \$ 10,000,000.00 \$ 16,000,000.00 \$ 26,000,000.00 \$ 26,000,000.00					0.00

Issue Series	Issue Date	Call Date	Maturity Date	Coupon	Fund Account			Principal Amount	Current BC	Date Cleared	Amount Cleared
					CORE	Act	Section				
2005C	06/01/05	06/01/15	06/01/18	4.000%	13010	PA 69-751	None	\$15,750,000	L&M	11/03/14	\$15,750,000
2005C	06/01/05	06/01/15	06/01/19	4.000%	13010	PA 69-751	None	\$15,750,000	L&M	11/03/14	\$15,750,000
2005C Callable Total								\$31,500,000			\$31,500,000
2005D	11/15/05	11/15/15	11/15/17	5.000%	17021	PA 04-3	2(c)	\$9,072,024	S&G	11/03/14	\$9,072,024
2005D	11/15/05	11/15/15	11/15/17	5.000%	17041	SA 04-2	2(k)	\$5,927,976	S&G	11/03/14	\$5,927,976
2005D	11/15/05	11/15/15	11/15/18	4.375%	17041	SA 04-2	2(k)	\$4,070,000	S&G	11/03/14	\$4,070,000
2005D	11/15/05	11/15/15	11/15/18	4.375%	13010	PA 69-751	None	\$10,930,000	L&M	11/03/14	\$10,930,000
2005D Callable Total								\$30,000,000			\$30,000,000
2006B	05/01/06	05/01/16	05/01/17	4.125%	13010	PA 69-751	None	\$7,070,000	L&M	11/03/14	\$7,070,000
2006B	05/01/06	05/01/16	05/01/17	5.000%	13010	PA 69-751	None	\$2,930,000	L&M	11/03/14	\$2,930,000
2006B	05/01/06	05/01/16	05/01/18	4.200%	13010	PA 69-751	None	\$2,735,000	L&M	11/03/14	\$2,735,000
2006B	05/01/06	05/01/16	05/01/18	5.000%	13010	PA 69-751	None	\$7,265,000	L&M	11/03/14	\$7,265,000
2006B	05/01/06	05/01/16	05/01/19	4.250%	13010	PA 69-751	None	\$960,000	L&M	11/03/14	\$960,000
2006B	05/01/06	05/01/16	05/01/19	5.000%	13010	PA 69-751	None	\$9,040,000	L&M	11/03/14	\$9,040,000
2006B	05/01/06	05/01/16	05/01/20	4.250%	13010	PA 69-751	None	\$1,685,000	L&M	11/03/14	\$1,685,000
2006B	05/01/06	05/01/16	05/01/20	5.000%	13010	PA 69-751	None	\$8,315,000	L&M	11/03/14	\$8,315,000
2006B	05/01/06	05/01/16	05/01/21	4.250%	13010	PA 69-751	None	\$585,000	L&M	11/03/14	\$585,000
2006B	05/01/06	05/01/16	05/01/21	5.000%	13010	PA 69-751	None	\$9,415,000	L&M	11/03/14	\$9,415,000
2006B	05/01/06	05/01/16	05/01/22	4.750%	13010	PA 69-751	None	\$10,000,000	L&M	11/03/14	\$10,000,000
2006B	05/01/06	05/01/16	05/01/23	4.750%	13010	PA 69-751	None	\$10,000,000	L&M	11/03/14	\$10,000,000
2006B	05/01/06	05/01/16	05/01/24	4.750%	13010	PA 69-751	None	\$10,000,000	L&M	11/03/14	\$10,000,000
2006B	05/01/06	05/01/16	05/01/25	5.000%	13010	PA 69-751	None	\$10,000,000	L&M	11/03/14	\$10,000,000
2006B	05/01/06	05/01/16	05/01/26	4.300%	13010	PA 69-751	None	\$4,960,000	L&M	11/03/14	\$4,960,000
2006B	05/01/06	05/01/16	05/01/26	5.000%	13010	PA 69-751	None	\$5,040,000	L&M	11/03/14	\$5,040,000
2006B Callable Total								\$100,000,000			\$100,000,000
2006C	06/01/06	06/01/16	06/01/17	5.000%	13010	PA 69-751	None	\$11,750,000	L&M	11/03/14	\$11,750,000
2006C	06/01/06	06/01/16	06/01/18	5.000%	13010	PA 69-751	None	\$11,750,000	L&M	11/03/14	\$11,750,000
2006C	06/01/06	06/01/16	06/01/19	5.000%	13010	PA 69-751	None	\$11,750,000	L&M	11/03/14	\$11,750,000
2006C	06/01/06	06/01/16	06/01/20	4.500%	13010	PA 69-751	None	\$11,750,000	L&M	11/03/14	\$11,750,000
2006C	06/01/06	06/01/16	06/01/21	4.625%	13010	PA 69-751	None	\$11,750,000	L&M	11/03/14	\$11,750,000
2006C	06/01/06	06/01/16	06/01/22	4.625%	13010	PA 69-751	None	\$9,000,000	L&M	11/03/14	\$9,000,000
2006C	06/01/06	06/01/16	06/01/22	5.000%	13010	PA 69-751	None	\$2,750,000	L&M	11/03/14	\$2,750,000
2006C	06/01/06	06/01/16	06/01/23	5.000%	13010	PA 69-751	None	\$11,750,000	L&M	11/03/14	\$11,750,000
2006C	06/01/06	06/01/16	06/01/24	5.000%	13010	PA 69-751	None	\$11,750,000	L&M	11/03/14	\$11,750,000
2006C	06/01/06	06/01/16	06/01/25	5.000%	13010	PA 69-751	None	\$11,750,000	L&M	11/03/14	\$11,750,000
2006C	06/01/06	06/01/16	06/01/26	4.750%	13010	PA 69-751	None	\$6,750,000	L&M	11/03/14	\$6,750,000
2006C	06/01/06	06/01/16	06/01/26	5.000%	13010	PA 69-751	None	\$5,000,000	L&M	11/03/14	\$5,000,000
2006C Callable Total								\$117,500,000			\$117,500,000

TOTAL	\$279,000,000
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GO 2014 H Tax Exempt Refunding
Assignment of Series to Maturities
Closing Date: 12/10/2014

2014 H TE Ref

Series		H-1	H-2	Total	Target	Unassigned
Counsel		L&M	S&G	Assigned	Amount	
		\$ 239,000,000.00	\$ 17,620,000.00	\$ 256,620,000.00	\$ 256,620,000.00	0.00
Coupon	Maturity					
	11/15					
3.000%	2016	2,410,000.00	17,620,000.00	20,030,000.00	20,030,000.00	0.00
4.000%	2017	50,695,000.00	0.00	50,695,000.00	50,695,000.00	0.00
5.000%	2018	50,575,000.00	0.00	50,575,000.00	50,575,000.00	0.00
5.000%	2019	19,535,000.00	0.00	19,535,000.00	19,535,000.00	0.00
5.000%	2020	19,495,000.00	0.00	19,495,000.00	19,495,000.00	0.00
5.000%	2021	19,430,000.00	0.00	19,430,000.00	19,430,000.00	0.00
5.000%	2022	19,370,000.00	0.00	19,370,000.00	19,370,000.00	0.00
5.000%	2023	19,275,000.00	0.00	19,275,000.00	19,275,000.00	0.00
5.000%	2024	19,175,000.00	0.00	19,175,000.00	19,175,000.00	0.00
5.000%	2025	19,040,000.00	0.00	19,040,000.00	19,040,000.00	0.00
Total		\$ 239,000,000.00	\$ 17,620,000.00	\$ 256,620,000.00	\$ 256,620,000.00	0.00

Lewis & Munday H-1
 GO 2014H Refunding Tax Exempt
 Closing Date: 12/10/2014

L+m H-1

		Refunding	Total Assigned	Target Amount	Unassigned
		\$ 239,000,000.00	\$ 239,000,000.00	\$ 239,000,000.00	0.00
Coupon	Maturity				
	11/15				
3.000%	2016	2,410,000.00	2,410,000.00	2,410,000.00	0.00
4.000%	2017	50,695,000.00	50,695,000.00	50,695,000.00	0.00
5.000%	2018	50,575,000.00	50,575,000.00	50,575,000.00	0.00
5.000%	2019	19,535,000.00	19,535,000.00	19,535,000.00	0.00
5.000%	2020	19,495,000.00	19,495,000.00	19,495,000.00	0.00
5.000%	2021	19,430,000.00	19,430,000.00	19,430,000.00	0.00
5.000%	2022	19,370,000.00	19,370,000.00	19,370,000.00	0.00
5.000%	2023	19,275,000.00	19,275,000.00	19,275,000.00	0.00
5.000%	2024	19,175,000.00	19,175,000.00	19,175,000.00	0.00
5.000%	2025	19,040,000.00	19,040,000.00	19,040,000.00	0.00
Total		\$ 239,000,000.00	\$ 239,000,000.00	\$ 239,000,000.00	

Shipman & Goodwin H-2
GO 2014H Refunding Tax Exempt
Closing Date: 12/10/2014

S&G H-2

		Refunding	Total Assigned	Target Amount	Unassigned
		\$ 17,620,000.00	\$ 17,620,000.00	\$ 17,620,000.00	0.00
Coupon	Maturity				
	11/15				
3.000%	2016	17,620,000.00	17,620,000.00	17,620,000.00	0.00
4.000%	2017		0.00	0.00	0.00
5.000%	2018		0.00	0.00	0.00
5.000%	2019		0.00	0.00	0.00
5.000%	2020		0.00	0.00	0.00
5.000%	2021		0.00	0.00	0.00
5.000%	2022		0.00	0.00	0.00
5.000%	2023		0.00	0.00	0.00
5.000%	2024		0.00	0.00	0.00
5.000%	2025		0.00	0.00	0.00
Total		\$ 17,620,000.00	\$ 17,620,000.00	\$ 17,620,000.00	

Fund	Act and Section	Authorization Date	Bond Counsel	Amount Authorized	Fund	Act and Section	Bond Comm Allocation Date	Bond Counsel	Amount Allocated	Fund	Act and Section	Issued Date	Bond Counsel	Amount Issued
13010	PA 69-751 Sec. None	06/30/2010	L&M	8,250,230,770.00	13010	PA 69-751 Sec. None	6/30/2014	L&M	7,898,930,770.00	13010	PA 69-751 Sec. None	06/30/2014	L&M	7,598,930,719.00
13010	PA 69-751 Sec. None	07/01/2014	L&M	469,900,000.00	13010	PA 69-751 Sec. None	11/19/2014	L&M	50,000,000.00	13010	PA 69-751 Sec. None	08/28/2014	L&M	160,000,000.00
										13010	PA 69-751 Sec. None	12/10/2014	L&M	140,000,000.00
17141	PA 13-239 Sec. 2(a)	06/30/2014	R&C	68,900,000.00	17141	PA 13-239 Sec. 2(a)	6/30/2014	R&C	7,534,818.00	17141	PA 13-239 Sec. 2(a)	06/26/2014	R&C	2,623,487.80
					17141	PA 13-239 Sec. 2(a)	7/25/2014	R&C	7,928,392.00	17141	PA 13-239 Sec. 2(a)	12/10/2014	R&C	2,722,830.20
					17141	PA 13-239 Sec. 2(a)	11/19/2014	R&C	1,200,000.00					
17141	PA 13-239 Sec. 2(b)	06/30/2014	R&C	750,000.00	17141	PA 13-239 Sec. 2(b)	6/30/2014	R&C	617,500.00	17141	PA 13-239 Sec. 2(b)	12/10/2014	R&C	617,500.00
17141	PA 13-239 Sec. 2(c)	06/30/2014	R&C	66,000,000.00	17141	PA 13-239 Sec. 2(c)	6/30/2014	R&C	10,250,000.00	17141	PA 13-239 Sec. 2(c)	06/26/2014	R&C	7,750,000.00
										17141	PA 13-239 Sec. 2(c)	12/10/2014	R&C	2,500,000.00
17141	PA 13-239 Sec. 2(d)	06/30/2014	R&C	30,000,000.00	17141	PA 13-239 Sec. 2(d)	6/30/2014	R&C	7,363,130.00	17141	PA 13-239 Sec. 2(d)	06/26/2014	R&C	165,000.00
										17141	PA 13-239 Sec. 2(d)	12/10/2014	R&C	7,198,130.00
17141	PA 13-239 Sec. 2(e)	06/30/2014	R&C	1,703,000.00										
17141	PA 13-239 Sec. 2(f)	06/30/2014	R&C	6,150,000.00	17141	PA 13-239 Sec. 2(f)	7/25/2014	R&C	3,150,000.00	17141	PA 13-239 Sec. 2(f)	06/26/2014	R&C	200,000.00
					17141	PA 13-239 Sec. 2(f)	6/30/2014	R&C	200,000.00	17141	PA 13-239 Sec. 2(f)	12/10/2014	R&C	3,134,539.80
17141	PA 13-239 Sec. 2(g)	06/30/2014	R&C	20,500,000.00	17141	PA 13-239 Sec. 2(g)	6/30/2014	R&C	6,394,384.00					
					17141	PA 13-239 Sec. 2(g)	7/25/2014	R&C	1,769,510.00					
					17141	PA 13-239 Sec. 2(g)	11/19/2014	R&C	572,000.00					
17141	PA 13-239 Sec. 2(h)	06/30/2014	SPB	39,122,000.00	17141	PA 13-239 Sec. 2(h)	6/30/2014	SPB	37,122,000.00	17141	PA 13-239 Sec. 2(h)	06/26/2014	SPB	8,122,000.00
17141	PA 13-239 Sec. 2(i)	06/30/2014	R&C	5,000,000.00										
17141	PA 13-239 Sec. 2(j)	06/30/2014	R&C	2,275,000.00										
17141	PA 13-239 Sec. 2(k)	06/30/2014	L&M	28,000,000.00										
17141	PA 13-239 Sec. 2(l)	06/30/2014	S&G	24,989,622.00	17141	PA 13-239 Sec. 2(l)	6/30/2014	S&G	16,120,491.00	17141	PA 13-239 Sec. 2(l)	06/26/2014	S&G	205,809.00
					17141	PA 13-239 Sec. 2(l)	11/19/2014	S&G	282,898.00	17141	PA 13-239 Sec. 2(l)	12/10/2014	S&G	15,910,000.00
17141	PA 13-239 Sec. 2(m)	06/30/2014	R&C	10,000,000.00	17141	PA 13-239 Sec. 2(m)	11/19/2014	R&C	525,927.00					
17141	PA 13-239 Sec. 2(n)	06/30/2014	R&C	1,230,900.00										
17141	PA 13-239 Sec. 2(o)	06/30/2014	R&C	11,500,000.00	17141	PA 13-239 Sec. 2(o)	11/19/2014	R&C	2,441,357.00					
17141	PA 14-98 Sec. 26	06/30/2014	R&C	8,817,000.00	17141	PA 14-98 Sec. 26	6/30/2014	R&C	8,817,000.00	17141	PA 14-98 Sec. 26	12/10/2014	R&C	8,817,000.00

Lewis & Munday F-1
GO 2014F New Money Tax Exempt
Closing Date: 12/10/2014

Fund 13010
Act PA 69-751
Section NONE

\$ 140,000,000.00

Coupon	Maturity	
	11/15	
1.500%	2015	
3.000%	2016	
4.000%	2017	
2.000%	2018	
4.000%	2018	
5.000%	2018	
3.000%	2019	
4.000%	2019	
5.000%	2019	
2.000%	2020	
5.000%	2020	
2.000%	2021	
4.000%	2021	
5.000%	2021	5,000,000.00
2.125%	2022	2,215,000.00
4.000%	2022	3,450,000.00
5.000%	2022	9,335,000.00
3.000%	2023	810,000.00
4.000%	2023	1,320,000.00
5.000%	2023	12,870,000.00
2.375%	2024	1,365,000.00
5.000%	2024	13,635,000.00
3.000%	2025	550,000.00
5.000%	2025	14,450,000.00
3.000%	2026	6,530,000.00
5.000%	2026	8,470,000.00
3.125%	2027	3,970,000.00
5.000%	2027	11,030,000.00
0.000%	2028	
0.000%	2029	
0.000%	2030	
0.000%	2031	
5.000%	2032	15,000,000.00
3.500%	2033	9,290,000.00
5.000%	2033	5,710,000.00
4.000%	2034	1,750,000.00
5.000%	2034	13,250,000.00
Total		\$ 140,000,000.00

Robinson & Cole F-2
GO 2014F New Money Tax Exempt
Closing Date: 12/10/2014

Fund	17141	17141	
Act	PA 14-98	PA 13-239	Total
Section	26	2 (a-o)	Assigned
	\$ 8,817,000.00	\$ 16,173,000.00	\$ 24,990,000.00

Coupon	Maturity			
	11/15			
1.500%	2015	8,817,000.00	6,183,000.00	15,000,000.00
3.000%	2016		9,990,000.00	9,990,000.00
4.000%	2017			0.00
2.000%	2018			0.00
4.000%	2018			0.00
5.000%	2018			0.00
3.000%	2019			0.00
4.000%	2019			0.00
5.000%	2019			0.00
2.000%	2020			0.00
5.000%	2020			0.00
2.000%	2021			0.00
4.000%	2021			0.00
5.000%	2021			0.00
2.125%	2022			0.00
4.000%	2022			0.00
5.000%	2022			0.00
3.000%	2023			0.00
4.000%	2023			0.00
5.000%	2023			0.00
2.375%	2024			0.00
5.000%	2024			0.00
3.000%	2025			0.00
5.000%	2025			0.00
3.000%	2026			0.00
5.000%	2026			0.00
3.125%	2027			0.00
5.000%	2027			0.00
0.000%	2028			0.00
0.000%	2029			0.00
0.000%	2030			0.00
0.000%	2031			0.00
5.000%	2032			0.00
3.500%	2033			0.00
5.000%	2033			0.00
4.000%	2034			0.00
5.000%	2034			0.00
Total		\$ 8,817,000.00	\$ 16,173,000.00	\$ 24,990,000.00

Shipman & Goodwin F-3
GO 2014F New Money Tax Exempt

Fund 17141
Act PA 13-239
Section 2(I)

\$ 15,910,000.00

Coupon	Maturity	
	11/15	
1.500%	2015	
3.000%	2016	
4.000%	2017	
2.000%	2018	
4.000%	2018	
5.000%	2018	1,910,000.00
3.000%	2019	1,750,000.00
4.000%	2019	1,575,000.00
5.000%	2019	10,675,000.00
2.000%	2020	
5.000%	2020	
2.000%	2021	
4.000%	2021	
5.000%	2021	
2.125%	2022	
4.000%	2022	
5.000%	2022	
3.000%	2023	
4.000%	2023	
5.000%	2023	
2.375%	2024	
5.000%	2024	
3.000%	2025	
5.000%	2025	
3.000%	2026	
5.000%	2026	
3.125%	2027	
5.000%	2027	
0.000%	2028	
0.000%	2029	
0.000%	2030	
0.000%	2031	
5.000%	2032	
3.500%	2033	
5.000%	2033	
4.000%	2034	
5.000%	2034	
Total \$		15,910,000.00

2014F \$240million new money GO Bonds	
Tab Name:	Description
2014F Auth Alloc Issd	<p>Excerpt from the DMD Authorized Allocated and Issuance files showing how various pieces of detail are tracked.</p> <p>-Authorizations are tracked by fund, act, section, bond counsel and date authorized.</p> <p>-Once legislative authorizations have taken effect they may be added to the bond commission meeting agenda for approval to be issued. This is called allocation.</p> <p>-Once funds are allocated they are eligible for issuance based on a clearing process done by bond counsel.</p>
	<p>As an example bond fund 17141 PA 13-239 Sec. 2(l) was authorized by the legislature for a total of \$24,989,622. It has gone to bond commission twice, 6/30/14 and 11/19/14 for a total allocation to date of \$16,403,287. This means that there is \$8,586,235 remaining to be allocated. Prior to the 2014F GO issue there was \$16,194,478, which is the total allocated by bond commission less the one issue shown on 6/26/14 of \$205,809. After the 2014F GO issue there was \$287,578 remaining to be issued.</p>
L&M F-1, R&C F-2, S&G F-3	<p>Detailed assignment to the maturity structure of the 2014F GO bonds. This is how it is input into the current Debt Management System.</p> <p>As an example L&M F-1 shows that \$140,000,000 was issued under bond fund 13010 PA 69-751 Sec. None assigned to Lewis & Munday in the 2014F GO bond issue. The maturities of that \$140m commence on 11/15/2021 with a final maturity of 11/15/2034. Note that there are bifurcated or trifurcated maturities as well.</p>



**State of Connecticut
Office of the Treasurer**

Directions for completion of Legal and Policy Attachments

Revised 1/13/2021

A link to each of the statutes cited is provided beginning on page 4.

A. Attachment A **CHRO CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO RESPONDENTS and BIDDER CONTRACT COMPLIANCE MONITORING REPORT**. Please provide requested information and sign where indicated.

AND

Employer Information Report--- Complete an Employment Information Report for the current year and each of the 2 prior reporting periods (**for a total of 3 years of data**).

The forms in Attachment A are required to fulfill the Treasurer's obligation to consider certain factors relating to equal opportunity and affirmative action in his 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.

B. Attachment B **NONDISCRIMINATION CERTIFICATION**: Any entity or individual entering into a contract with the state is required to provide documentation that the entity or individual has a policy that complies with the nondiscrimination agreement and warranty under Connecticut General Statutes § 4a-60(a)(1) (which prohibits discrimination based on race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents the performance of the work involved) and § 4a-60(a)(1) (which prohibits discrimination based on sexual orientation). Conn. Gen. Stat. §4a-60(d) defines "marital status" and "mental disability". Conn. Gen. Stat. §46a-51 defines "gender identity or expression." Connecticut recognizes same sex marriages. See Conn. Gen. Stat. §46b-20, which defines "marriage" as the "legal union of two persons."

An authorized signatory must execute a Nondiscrimination Affidavit on behalf of corporate or business entities, evidencing compliance with the above requirements.

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 equal opportunity and affirmative action policy.

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 includes direct and indirect payments, including any payments made or to be made to subagents, and Respondent has a duty to inquire with respect to indirect payments. This disclosure requirement is imposed by Conn. Gen. Stat. § 3-13j for all investment services contracts. The following link 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: https://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13L

In addition, Respondents 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. "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, report the former agency of such consultant and his/her employment termination date. Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

This affidavit must be signed by the chief official of the Respondent. If Respondent has 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. See Conn. Gen. Stat. §4-250 et seq. The Treasurer requires **all** selected vendors to complete a Gift Certification when the

contract is executed, regardless of the value of the proposed contract. Respondents are required to perform the necessary inquiry 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 their policies on charitable giving 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 questions, and Respondents are encouraged to report any other activities evidencing their commitment to being a good corporate citizen.

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 Respondent's ability to perform services for the Treasury or affect its business relationship with this office. Please do not respond by referring the State Treasurer to online filings with public agencies, such as the SEC. It is Respondent's obligation to provide the information. Respondents having no information to report in response to any of the disclosure requests may indicate "none" on the Supplemental Information attachment.

H. Attachment H **CAMPAIGN CONTRIBUTION AFFIDAVIT:**

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 candidate committee established by the State Treasurer for his nomination or election to the Office of State Treasurer. See Conn. Gen. Stat. §§1-84(n), 9-612(e). In addition, state law prohibits certain entities and individuals from making contributions to or knowingly soliciting contributions from employees, subcontractors or principals of subcontractors on behalf of candidates for statewide office or the General Assembly. Respondents that do not maintain in the ordinary course of business the information needed to complete the required attestation, are required to perform the inquiry necessary 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(f), 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 limits on 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. 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; FOREIGN ASSET CONTROL REGULATIONS; FOREIGN CORRUPT PRACTICES ACT:**

The purpose of this attachment is to assist the Treasurer in fulfilling his 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.

K. Attachment K **CONFLICTS OF INTEREST:**

Any material conflicts of interest must be disclosed. Respondents with no conflicts to report, please insert "None".

L. Attachment L **IRAN CERTIFICATION:**

Pursuant to Conn. Gen. Stat. §4-252a, any contract valued at more than \$500,000 in a calendar or fiscal year between an entity whose principal place of business is not in the United States (but not including a U.S. subsidiary of a foreign corporation) and a state agency must include this certification. Contracts of the Treasurer as Trustee of the Connecticut Retirement Plans and Trust Funds are exempt from this requirement.

M. Attachment M **EVALUATION AND IMPLEMENTATION OF SUSTAINABLE PRINCIPLES:**

Complete all questions. If a question is not applicable respond by indicating "N/A"

N. Attachment M **REAL ESTATE EVALUATION AND IMPLEMENTATION OF SUSTAINABLE PRINCIPLES:**

Complete if Applicable.

O. Attachment N **CONSULTANT QUESTIONNAIRE:**

Complete if Applicable.

Links to Statutes

Conn. Gen. Stat. § 1-79 http://www.cga.ct.gov/current/pub/chap_010.htm#sec_1-79

Conn. Gen. Stat. § 1-84 http://www.cga.ct.gov/current/pub/chap_010.htm#sec_1-84

Conn. Gen. Stat. § 3-13d http://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13d

Conn. Gen. Stat. § 3-13j http://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13j

Conn. Gen. Stat. § 3-13l http://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13L

Conn. Gen. Stat. § 4-250 et seq. http://www.cga.ct.gov/current/pub/chap_055c.htm

Conn. Gen. Stat. § 4-252a http://www.cga.ct.gov/current/pub/chap_055c.htm#sec_4-252a

Conn. Gen. Stat. § 4a-60 http://www.cga.ct.gov/current/pub/chap_058.htm#sec_4a-60

Conn. Gen. Stat. § 4a-81 http://www.cga.ct.gov/current/pub/chap_058.htm#sec_4a-81

Conn. Gen. Stat. § 9-612 http://www.cga.ct.gov/current/pub/chap_155.htm#sec_9-612

Conn. Gen. Stat. § 46a-51 http://www.cga.ct.gov/current/pub/chap_814c.htm#sec_46a-51

Conn. Gen. Stat. § 46b-20 http://www.cga.ct.gov/current/pub/chap_815e.htm#sec_46b-20

Conn. Regs. State Agencies §§ 46a-68j-21 et seq.

https://eregulations.ct.gov/eRegsPortal/Browse/RCSA/Title_46aSubtitle_46a-68jSection_46a-68j-21/

Link to Attachments

<https://portal.ct.gov/OTT/Doing-Business/Compliance-Reporting> *(The attachments are PDF writeable documents)*



STATE OF CONNECTICUT OFFICE OF THE TREASURER

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO RESPONDENTS AND BIDDER CONTRACT COMPLIANCE MONITORING REPORT

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

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

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

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10) (E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

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

1. Definition of Small Contractor

2. Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a contractor, subcontractor, manufacturer, service company or nonprofit corporation that has been doing business under the same management and control and maintains its principal place of business in Connecticut, had gross revenues not exceeding fifteen million dollars, and is independent.

3. Description of Job Categories (for Part IV Bidder Employment Information)

DEFINITIONS

Executive/Senior Level Officials and Managers. Individuals who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services, including investment management services, within the parameters approved by boards of directors or other governing bodies. Residing in the highest levels of organizations, these executives plan, direct or coordinate activities with the support of subordinate executives and staff managers. They include, in larger organizations, those individuals within two reporting levels of the CEO, whose responsibilities require frequent interaction with the CEO. Examples of these kinds of managers are: chief executive officers, chief operating officers, chief financial officers, line of business heads, presidents or executive vice presidents of functional areas or operating groups, chief information officers, chief investment officers and/or senior portfolio managers, chief human resources officers, chief marketing officers, chief legal officers, management directors and managing partners.

First/Mid Level Officials and Managers. Individuals who serve as managers, other than those who serve as Executive/Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at the group, regional or divisional levels of organizations. These managers receive directions from the Executive/Senior Level management and typically lead major business units. They implement policies, programs and directives of executive/senior management through subordinate managers and within the parameters set by Executive/Senior Level management. Examples of these kinds of managers are vice presidents and directors, group, regional or divisional controllers; treasurers; human resources, information systems, marketing, and operations managers. The First/Mid Level Officials and Managers subcategory also include those who report directly to middle managers. These individuals serve at functional, line of business segment or branch levels and are responsible for directing and executing the day-to-day operational objectives of enterprises/organizations, conveying the directions of higher level officials and managers to subordinate personnel and, in some instances, directly supervising the activities of exempt and non-exempt personnel. Examples of these kinds of managers are: portfolio managers; first-line managers; team managers; unit managers; operations and production managers; branch managers; administrative services managers; purchasing and transportation managers; storage and distribution

managers; call center or customer service managers; technical support managers; and brand or product managers.

Professionals. Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications. Examples of these kinds of positions include: accountants and auditors; airplane pilots and flight engineers; analysts (budget, credit, financial, management); architects; artists; chemists; computer programmers; designers; dietitians; economists; editors; engineers; human resource specialists; lawyers; librarians; mathematical scientists; natural scientists; registered nurses; physical scientists; physicians and surgeons; social scientists; teachers; and surveyors.

Sales Workers. These jobs include non-managerial activities that wholly and primarily involve direct sales. Examples of these types of positions include advertising sales agents; insurance sales agents; real estate brokers and sales agents; wholesale sales representatives; securities, commodities, and financial services sales agents; telemarketers; demonstrators; retail salespersons; counter and rental clerks; and cashiers.

Administrative Support Workers. These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings. Examples of these types of positions include office and administrative support workers; bookkeeping; accounting and auditing clerks; cargo and freight agents; dispatchers; couriers; data entry keyers; computer operators; shipping, receiving and traffic clerks; word processors and typists; proofreaders; desktop publishers; and general office clerks.

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

- a. White (not of Hispanic Origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- b. Black (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa.
- c. Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
- d. Asian or Pacific Islander- 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.
- e. American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
- f. Iberian Peninsula – All persons having origins in the Iberian Peninsula, including Portugal, regardless of race.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards?
Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards?
Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy?
Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__
5. Do you notify the CT State Employment Service of all employment openings with your company?
Yes__ No__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__

- a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__
 - b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? 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__
8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
9. Does your company have a mandatory retirement age for all employees?
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__
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__
12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain.
13. Is there a person in your company who is responsible for equal employment opportunity?
Yes__ No__
If yes, give name and phone number.

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__
 - a. 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)
 - b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

PART IV - Bidder Employment Information

PLEASE GO TO WWW.OTT.CT.GOV AND CLICK ON THE DOING BUSINESS LINK AND THEN ON THE "COMPLIANCE" TAB TO DOWNLOAD A FILLABLE EMPLOYER INFORMATION FORM.

PLEASE PROVIDE EMPLOYMENT DATA FOR THE CURRENT YEAR AND EACH OF THE PREVIOUS TWO YEARS (for a total of three years data).

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				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					
Private Employment Agencies				Ability to Speak or Write English	
Schools and Colleges				Written Tests	
Newspaper Advertisement				High School Diploma	
Walk Ins				College Degree	
Present Employees				Union Membership	
Labor Organizations				Personal Recommendation	
Minority/Community Organizations				Height or Weight	
Others (please identify)				Car Ownership	
				Arrest Record	
				Wage Garnishments	

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

(Signature)	(Title)	(Date signed)	(Telephone)
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**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

NONDISCRIMINATION AFFIDAVIT

(To be signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy)

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am

_____ of _____, an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of _____.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____.
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court/
Notary Public**

Commission Expiration Date



**STATE OF CONNECTICUT
OFFICE OF THE 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)

Sworn and subscribed to before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court/
Notary Public**

Commission Expiration Date



**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

FORM A3: FOR COMPLETION BY ALL VENDORS BEFORE CONTRACTING

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: _____

Sworn and subscribed to before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/ Notary Public

Commission Expiration Date

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

ADDENDUM TO AFFIDAVIT OF THIRD PARTY FEES

A. For each fee arrangement disclosed in the attached Affidavit, provide the following information about the third party payee:

- (1) Name
- (2) Address
- (3) Is the person or entity registered with the Securities and Exchange Commission, a state regulatory authority or FINRA? If so, provide details
- (4) Name of the President/Chief Executive Officer
- (5) Name, telephone number and email address of the individual principally responsible for work performed in connection with the contract, investment or proposed investment with the Office of the Treasurer

B. Please explain whether and how each such payment falls within one or more of the following categories of compensation providing an exception to the prohibition on finder's fees:

- (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.

C. Attach a copy of the agreement evidencing the terms of the fee arrangement and the services, **and** provide a narrative description of any services actually rendered by the third party payee in connection with the contract, investment or proposed investment with the Office of the Treasurer.

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

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

"Consulting agreement" shall have the meaning set forth in Section 4a-81(b)(1).

"Third party fees" includes those activities enumerated in Section 3-13j of the Connecticut General Statutes, and includes direct and indirect payments, such as payments by a placement agent to a subagent.

E. Respondents disclosing payments to, or agreements to pay, placement agents have a duty to inquire and shall report any payments to, or agreements to pay, subagents, and provide all information and documentation requested under A through D, above, with respect to any sub-agent.



Revised 6/2019

**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

TREASURY GIFT AFFIDAVIT

Company Name: _____ (“Respondent”)

I, _____ (name and title) _____, am authorized to execute a contract on behalf of the Respondent. I hereby certify that neither I, the Respondent, nor any of its principals or key personnel who participate directly, extensively and substantively in the preparation of bids or proposals or in negotiating state contracts, nor any agent of the foregoing, gave a gift, as defined in Conn. Gen. Stat. § 1-79(5), including a life event gift as defined in Conn. Gen. Stat. § 1-79(5)(L), to (1) any public official or state employee of the Office of the State Treasurer who participates directly, extensively, and substantively in the preparation of bid solicitations or requests for proposals for state contracts or in the negotiation or award of state contracts; 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 foregoing, 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 foregoing, 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 to before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court/
Notary Public**

Commission Expiration Date



**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

CORPORATE CITIZENSHIP

COMPANY Name _____ (**“Respondent”**)

Please provide the Office of the Treasurer with information regarding the Respondent’s policies/practices that demonstrate respondent’s positive commitment to the communities in which it does business.

1. Describe the Respondent’s commitment to corporate citizenship, identifying priorities of the Respondent and providing evidence of the impact of its activities. If the Respondent has a written Corporate Citizenship policy, please provide a copy of the policy.

- (a) For the priorities identified, indicate the types of organizations the Respondent supports, and the nature of the commitment (i.e. event sponsorship; ongoing financial support; in-kind support)
- (b) Does the Respondent have policies that encourage employees’ charitable activities or contribution? Please describe such policies.
- (c) Has Connecticut benefitted from any of the Respondent’s corporate citizenship activities? Is it a component of the Respondent’s corporate citizenship policy to evaluate opportunities to make an impact in communities where it expands its business?

2. Describe the Respondent’s commitment to diversity, and education and training of the next generation of workers in your profession. Please include:

- (a) A brief description of any internship programs Respondent offers and the applicable percentage of minority and women recipients.
- (b) A brief description of any scholarships Respondent provides to students and the applicable percentage of minority and women recipients.

3. Does Respondent have a written procurement policy or program to foster business relationships with women-owned, minority-owned and/or emerging businesses? Please provide details of the program and the percentage of business conducted with women-owned, minority-owned and/or emerging businesses

4. Provide any additional information not covered above that would help give the Treasurer a better understanding of Respondent’s views on corporate citizenship.



**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

NOTICE OF LEGAL PROCEEDINGS

Directions: Please disclose any additional information requested in this Legal and Policy Attachment G on the Supplemental Information sheet attached hereto. In the event there is no additional information for item nos. 2a, 2b, 2c, 2d and 4 below, please indicate “Nothing to Report”.

NAME OF COMPANY/FIRM (“Respondent”):

NAME OF PARENT COMPANY (If Any):

I [Click here to enter text.](#) (Name and title) hereby represent that:

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

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

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

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.**

Legal and Policy Attachment G

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.

Click here to enter text.

Signature

Click here to enter text.

Date

Print name: Click here to enter text.

Title: Click here to enter text.

Sworn and subscribed to before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

SUPPLEMENTAL INFORMATION
TO ATTACHMENT G

Respondent's Name Click here to enter text.

2a. Click here to enter text.

2b. Click here to enter text.

2c. Click here to enter text.

2d. i), ii) and iii) Click here to enter text.

4. Click here to enter text.



**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

CAMPAIGN CONTRIBUTION DISCLOSURE

COMPANY ("Respondent") _____

I _____ (name and title) duly authorized, after diligent inquiry, hereby certify that since January 15, 2018, none of the following have:

(1) made a contribution to, or solicited contributions on behalf of (a) an exploratory committee or candidate committee established by the State Treasurer as a candidate for nomination or election to the office of State Treasurer, in violation of Conn. Gen. Stat. §§1-84(n)(2) and 9-612(e)(2);

(2) I further certify that, with regard to a state contract or a state contract solicitation, neither the contractor nor any of the following have made any campaign contributions to, or on or after January 1, 2011, solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, the nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, in violation of Conn. Gen. Stat. §9-612(f)(2)(A):

- a. Director of or person having an ownership interest in the Respondent of 5% or greater;
- b. The President, Treasurer, or Executive Vice President (or similar positions) of the Respondent;
- c. An officer or employee of the Respondent 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 established or controlled by the Respondent or an individual identified in subsections a-d.

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

Signed: _____

Print name: _____ Date: _____

Title: _____

Sworn and subscribed to before me on this _____ day of _____ 20__.

**Commissioner of the Superior Court
Notary Public**

Commission Expiration Date



Revised 6/2019

**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

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

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* 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.

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—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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.

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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

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.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) 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 (ii) 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 subcontractor” 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an

officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 3 of 3



ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE _____

DATE (mm/dd/yyyy) _____

NAME OF SIGNER

First Name	MI	Last Name	Suffix

TITLE

COMPANY NAME



Revised 6/2019

**STATE OF CONNECTICUT
OFFICE OF THE 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 thereunder.
4. The Respondent is not a party with which the Treasurer is prohibited from dealing under the laws of the United States.
5. The Respondent has not made any direct or indirect payments to any foreign government official, government employee, political party or official in violation of the United States Foreign Corrupt Practices Act.

The undersigned, on behalf of the Respondent identified above, hereby certifies that the information set forth in response to this Attachment 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 to before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court/
Notary Public**

Commission Expiration Date



Revised 6/2019

**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

CONFLICTS OF INTEREST

COMPANY (“Respondent”) _____

In accordance with the State of Connecticut laws and regulations, for the years 2009 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 to before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

**STATE OF CONNECTICUT**

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _____

INSTRUCTIONS:

CHECK ONE: ☐ Initial Certification.
☐ Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- ☐ Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
- ☐ Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- ☐ Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
- ☐ Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires

**ATTACHMENT M**

**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

EVALUATION AND IMPLEMENTATION OF SUSTAINABLE PRINCIPLES

COMPANY Name: _____ (“Respondent”)

Many risks and opportunities facing companies may not be captured on a balance sheet or income statement, but nonetheless have an impact on financial performance and business operations. These risks and opportunities are generally referred to as environmental, social and governance (ESG) factors. The following questions are intended to elicit disclosure of information that sheds light on how ESG factors are relevant to the Respondent and the services it provides.

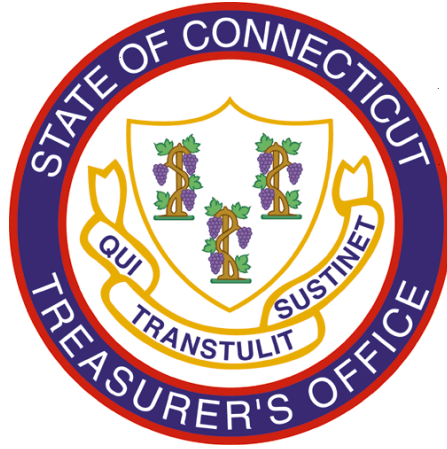
1. Does your firm have a policy that addresses ESG factors? If so, please describe.
2. Please list some examples of the ESG factors that you would consider in your firm’s decision-making process. How do you evaluate the potential financial impact of these ESG factors?
3. Have you designated someone within the firm ultimately responsible for sustainability policies and research?
4. Do you provide training or resources to staff to keep abreast of emerging sustainability issues? If so, what data sources do you use to access ESG-related data?
5. Are you a signatory or member of any sustainability-related initiatives or groups (e.g., UN Principles for Responsible Investment, the Carbon Disclosure Project, International Corporate Governance Network, Investor Network on Climate Risk or UK Stewardship Code)?
6. Do you have a policy for evaluating current or prospective relationships with manufacturers or retailers of civilian firearms?
7. In regards to doing business with manufacturers or retailers of civilian firearms, do you have a policy that requires safe and responsible use, ownership or production?
8. Do you conduct enhanced screening of current or prospective relationships with manufacturers or retailers of civilian firearms?
9. Do you conduct enhanced screening of current or prospective relationships with any industry or sector that may be subject to increased regulatory oversight, or that may present adverse social and/or environmental impacts?
10. Do you have merchant credit relationships with retailers of civilian firearms and accessories? If so, do you have policies in place to evaluate whether these retailers comply with applicable laws regarding sales of firearms?
11. Please provide any additional information that may be helpful in understanding your approach to evaluating ESG factors.

Official:

Signed: _____

Name: _____

Title: _____



PERSONAL SERVICES AGREEMENT
BETWEEN
THE STATE OF CONNECTICUT
OFFICE OF THE TREASURER
AND

***THE OFFICE OF THE TREASURER RESERVES THE RIGHT TO MODIFY THIS FORM
AGREEMENT**

PERSONAL SERVICES AGREEMENT

This **PERSONAL SERVICES AGREEMENT** (“Agreement”) is entered into as of _____ (the “Commencement Date”), between the **STATE OF CONNECTICUT**, acting through its Treasurer (the “Treasurer” or the “State”) 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 his duties;

WHEREAS, having engaged in a process designed to solicit and evaluate bids, the Treasurer has selected the Contractor based on the Contractor’s proposal to provide _____ services for the Connecticut Retirement Plans and Trust Funds. The Treasurer wishes to appoint the Contractor to provide such services, 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 Contractor’s solicitation of this Agreement;

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

1. Term

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

2. Definitions

A. “Agreement” shall mean this Personal Services Agreement.

B. “C.G.S.” shall mean the Connecticut General Statutes.

C. “Commencement Date” shall have the meaning set forth in the introductory paragraph hereto.

D. “Commission” shall mean the Connecticut Commission on Human Rights and Opportunities.

E. “Contractor” shall mean _____.

F. “Election Laws” shall mean C.G.S. Section 9-612, 9-613, *et seq*, as amended from time to time.

- G. “Gift Affidavit” shall have the meaning set forth in Section 24 (Gift Affidavit) hereof.
- H. “Internal Investigation” shall have the meaning set forth in Section 21 (Legal proceedings) hereof.
- I. “Proceeding” shall have the meaning set forth in Section 21 (Legal Proceedings) hereof.
- J. “State” shall mean the State of Connecticut, acting through its Treasurer.
- K. “State Ethics Code” shall mean Chapter 10 of the Connecticut General Statutes.
- L. “Treasurer” shall mean (i) the Office of the State Treasurer; (ii) the then-current Treasurer of the State of Connecticut in his capacity as trustee; and/or (iii) the State Treasurer’s authorized agent, employee or designee.

3. Scope of Services

- A. See RFP

4. Compensation

- A. The Treasurer shall pay the Contractor a fee of [REDACTED], for each of the five years of the Term (the “Fee”). The Fee shall be paid on a quarterly basis in arrears in accordance with this Section (“Compensation of the Contractor”).
- B. For the Quarter in which this Agreement commences or terminates, the Fee shall be prorated based upon the number of days in that Quarter during which this Agreement is in effect. The Fee shall be calculated as follows: the regular quarterly Fee shall be multiplied by a fraction, the numerator of which is the number of days in the Quarter during which the Agreement is in effect and the denominator of which is the total number of days in the Quarter.
- C. The Contractor shall submit an invoice for payment of the Fee no later than 15 calendar days following the last business day of the Quarter for which the Fee is due. In no event shall the Fee for any Quarter be due or payable sooner than 30 calendar days following the end of the Quarter for which the invoice is rendered.
- D. The Treasurer shall review any request for changes in Fees proposed by the Contractor. If the Treasurer approves a change in Fees, such change shall be implemented by amending this Agreement as provided in Section 26 hereof.
- E. The Contractor shall submit to the Treasurer invoices only covering work already performed; no compensation shall be paid to, or requested by, the Contractor in advance of services rendered. Invoices shall be mailed to:

Office of the Treasurer
State of Connecticut

165 Capitol Avenue
Hartford, CT 06106
Attention: Debt Management Division

The Treasurer may change the above address for invoices under this section upon prior written notification to the Contractor.

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 a 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 not 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 K – Conflicts of Interest** on the Compliance Reporting link, (see **Exhibit D for Compliance Reporting link**). 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 in **Attachment K**.
- K. The Contractor shall promptly notify the Treasurer in writing in the event any of the foregoing acknowledgements, representations, warranties or agreements herein shall no longer be true.

6. **Changes in Services**

When changes in services are required or requested by the Treasurer, the Contractor shall promptly estimate the monetary effect of such services and so notify the Treasurer. Subject to the terms and conditions set forth in Section 26 hereof (Amendments), the Contractor shall not implement any change in services 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 his 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 9 (Insurance) 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, its 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 doing business in the State of Connecticut or otherwise acceptable to the Treasurer. Coverage for occurrences happening during the performance of the services provided hereunder shall be maintained in full force and effect under the policy.

- B. Comprehensive General Liability Insurance: The Contractor shall obtain and maintain occurrence-based commercial general liability insurance or similar coverage with a limit of not less than \$1,000,000 for each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- C. Professional Liability Insurance or Miscellaneous Professional Liability Insurance. The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit of not less than \$10,000,000. The Contractor's insurance policy must have a provision for a supplemental Extended Reporting Period ("ERP" a/k/a "tail coverage"). This tail coverage allows for claims to be reported after the policy is terminated for covered incidents that occurred while the Contractor was insured. Should the Contractor cease operations which would result in the termination of this claims-made policy prior to the expiration date of this agreement, the Contractor is required to activate the supplemental "ERP" or "tail" coverage by purchasing the extended coverage prior to the policy's termination. The Extended Reporting Period must be for one full year after termination.
- D. Cybersecurity Insurance. The Contractor shall obtain and maintain cyber liability insurance with a limit of not less than [\$1,000,000 for each claim and \$2,000,000 in the aggregate.]
- E. 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.
- F. Certification. The Contractor shall certify to the Treasurer in writing upon execution of this Agreement on the Insurance Certificate located on the Compliance Reporting Link and, thereafter at least annually, the nature, amount of and carrier of insurance insuring the Contractor against the risks specified, and the indemnification obligations and liabilities of the Contractor contained in this Agreement. Prior to the execution of this Agreement and as requested by the Treasurer, the Contractor shall furnish the Treasurer in writing with proof of its insurance coverage. In doing so, the Contractor shall furnish the Treasurer with a true and correct 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.
- G. Cancellations, Modifications, Failures to Maintain, Etc. The Contractor shall not cancel or reduce such coverage as set forth in this Section 8 (Insurance Requirements), 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 coverage's shall provide for at least thirty (30) days prior written a notice to be given to the Treasurer in the event coverage is materially changed, canceled or non-renewed.

- H. 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.
- I. 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 ("State 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. The Contractor shall inform all of its agents of the confidentiality provision contained in this Agreement. To fulfill the obligations of this Section, the Contractor shall maintain a privacy policy which shall contain procedures to safeguard State Information.

The Contractor shall immediately report to the Treasurer any use or disclosure of State Information not provided for by this contract, including the extent of the unauthorized release or use, the recipient(s) of the data, and the data released or used. The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor arising from use or disclosure of State Information, and shall report to the Treasurer the steps taken to mitigate the harm.

The Contractor further agrees to comply with the Treasurer's Security Addendum, attached as "**Exhibit E.**"

13. Non-Discrimination Obligations

- A. The following subsections are set forth here as required by Section 4a-60, as amended by State of the Connecticut General Statutes; references in this Section 14 to "Contractor" shall mean the Contractor, and references to "commission" shall mean the Connecticut Commission on Human Rights and Opportunities:

(1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor 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, gender identity or expression, status as a veteran, intellectual disability, mental disability 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 Contractor 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, gender identity or expression, status as a veteran, intellectual disability, mental disability 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; (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the Contractor as relating to the provisions of this section and C.G.S. Section 46a-56.

- B. If this Agreement is a public works contract, municipal public works contract or contracts for a quasi-public agency project, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subContractors and suppliers of materials on such public works or quasi-public agency 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 Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns, and practices; affirmative advertising, recruitment, and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- E. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- F. The Contractor shall include the provisions of **subsection (A)** above in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement with the State and such provisions shall be binding on a subContractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subContractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- G. The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (1) the Contractor 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, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractors commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.
- H. The Contractor shall include the provisions of **subsection (G)** above in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement with the state and such provisions shall be binding on a Contractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided that, if such Contractor becomes involved in, or is threatened with, litigation with a Contractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

For the purposes of this entire Non-Discrimination section, “Agreement” includes any extension or modification of the Agreement, “Contractor” includes any successors or assigns of the Contractor, “marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders,” or a record of or regarding a person as having one or more such disorders. For the purposes of this section, “Agreement” does not include a contract where each Contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- I. In accordance with the foregoing acknowledgments and agreements, and as required by Public Act 09-158, **Attachment B from the Compliance Reporting Link**, is Contractor’s nondiscrimination certificate. Contractor shall update such certificate not later than 30 days after the effective date of any change in the information provided in such certification, and shall certify annually that the most recent certification on file is current and accurate.

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 his sole discretion, the Contractor shall defend

at its expense any actions brought against the Treasurer or the State arising out of or in connection with any services performed hereunder or the failure to perform such services, or other breach of this Agreement, by the Contractor, its principals, directors, officers, employees, agents or subcontractors, and the costs of such defense shall be borne by the Contractor and shall not constitute any expense of nor shall be paid by the State or the Treasurer. This indemnification shall survive any termination of this Agreement.

16. Liability

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

17. Corporate Citizenship

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

18. Third Party Fee Disclosure

The Contractor acknowledges and agrees that:

- A. Pursuant to Section 3-13j of the Connecticut General Statutes, any person or entity who would be a party to a contract for investment services with the Office of the Treasurer shall disclose to the Treasurer, in writing, all third-party fees attributable to such contract before any such contract may take effect;
- B. Contractor is not providing investment services to the Office of the Treasurer under this Agreement; and
- C. Section 4a-81 of the Connecticut General Statutes prohibits the Office of the Treasurer from entering into any contract for goods or services with an annual value of \$50,000 or more unless it obtains an affidavit from the vendor attesting as to whether such vendor has entered into any written or oral consulting agreements in connection with its contract with the Office of the Treasurer.

In accordance with the foregoing acknowledgement and agreements, the Contractor agrees to have its chief official authorized to enter into this Agreement complete and submit to the Treasurer a sworn affidavit in the form of **Attachment D** (the "Third Party Fee Disclosure Affidavit") on the Compliance Reporting link.

The Contractor represents that the information it has disclosed on the Third Party Fee Disclosure Affidavit is accurate and complete as of the date of this Agreement. The Contractor covenants to

promptly report any changes to the disclosure provided on the Third Party Fee Disclosure Affidavit and to file an updated affidavit with the Treasurer on an annual basis as of June 30 of each contract year.

19. Campaign Contributions

- A. The parties hereto acknowledge and agree that C.G.S. Sections 9-612 and 613 (as may be amended from time to time, the “Elections Laws”) among other things, prohibits contributions to and limits solicitations on behalf of a candidate for the Treasurer of the State of Connecticut. The Contractor covenants not to make any campaign contributions or solicitations in violation of such Election Laws for the term of this Agreement. 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 on or after January 1, 2011, knowingly solicit a political contribution from Contractor’s employees or from a subcontractor or principals of a subcontractor of Contractor 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: 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 his 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 to 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 10-1 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 H** on the Compliance Reporting link.

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; Whistleblower

- A. The Contractor, its employees, agents and representatives shall at all times comply with all applicable foreign, international, federal, state (including those of the State of Connecticut),

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

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

23. Equal Opportunity and Diversity

- A. The Contractor agrees and warrants that, in the performance of its duties hereunder, it shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, gender, mental retardation, sexual orientation or physical disability, including but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the services under this Agreement.
- B. The Contractor further agrees to use its best efforts to consider applicants with job-related qualifications for employment and that, once employed, employees are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, gender, mental retardation, sexual orientation, or physical disability. The Contractor agrees, represents and warrants that all solicitations or advertisements for employees placed by it or on its behalf shall state that the Contractor is "affirmative action – equal opportunity employer." The Contractor agrees, represents and warrants that it shall use its good faith efforts to consider and recruit diverse applicants from the widest possible pool of candidates. In meeting its good faith obligation to recruit diverse applicants, the Contractor agrees, represents and warrants that it shall contact national networks, and shall maintain adequate records of its efforts regarding workforce diversity.
- C. The Contractor must complete and submit **Attachment A** on the Compliance Reporting link. The Contractor further represents and warrants that the information disclosed on **Attachment A** 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 Affidavit

The Contractor shall complete, truthfully attest to and submit herewith a Gift Affidavit in the form of **Attachment E** on the Compliance Reporting link. The Contractor represents and warrants that the information it has disclosed in such Gift Affidavit is complete and accurate as of the date of this Agreement.

25. Pay-to-Play

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

26. Entire Agreement; Integration; Amendments

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

27. Notices

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

TREASURER: Office of the Treasurer
 State of Connecticut
 165 Capitol Avenue
 Hartford, CT 06106
 Telephone: (860) 702-3000
 Attn: Debt Management Division

COPY TO: General Counsel
 Office of the Treasurer

State of Connecticut
165 Capitol Avenue
Hartford, CT 06106
Telephone: (860) 702-3000
Fax: (860) 728-1290

CONTRACTOR:

[REDACTED]

ADDRESS:
CITY, STATE ZIP

Telephone: (XXX) XXX-XXXX
Fax: [REDACTED]

The parties may change their respective addresses for notices under this Section 27 (Notices) upon prior written notification to the other.

28. Governing Law; Jurisdiction; Venue

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

29. Discovery of Conflicts, Errors, Omissions, and Discrepancies

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

30. Non-Waiver

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

31. Survival

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

32. Sovereign Immunity

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

33. Termination

The parties mutually agree, that either may terminate this Agreement upon thirty (30) days' written notice delivered to the other by certified or registered mail to the addresses provided in Section 27 hereof. Notwithstanding any provisions in this Agreement, the Treasurer, through a duly authorized employee, may terminate the Agreement whenever the Treasurer makes a written determination that such termination is in the best interests of the State. The Treasurer shall notify the Contractor in writing of termination pursuant to this Section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the Manager prior to such date.

Following the delivery of any notice of termination hereunder, the Contractor shall perform all of its obligations hereunder in good faith as directed by the State and will cooperate fully with the State in taking all necessary or appropriate steps in order to effectuate the orderly transfer of management functions to third parties designated by the State.

34. Assignment

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

35. Severability

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

36. Applicable Executive Orders of the Governor

- A. This Agreement is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, set forth in the attached **Exhibit A**.
- B. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Three or any state of the 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 to continue jurisdiction with respect to performance in regard to nondiscrimination, until performance is completed, or until this Agreement is terminated prior to completion.

37. Successor and Assigns

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

38. Miscellaneous Provisions

- A. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not: (i) permit the filing of liens against the State; (ii) obligate the State to indemnify or hold Contractor harmless in any way; (iii) obligate the State to be subject to binding arbitration (iv) provide that this Agreement is expired or terminated. Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a contract that: (i) permits the filing of liens against the State; (ii) obligates the State to indemnify or hold Contractor harmless in any way; (iii) obligates the State to be subject to binding arbitration, or (iv) provides that this Agreement is expired or terminated is null, void, unenforceable and hereby stricken from this Agreement.
- B. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Personal Service Agreement entered into by the

Treasurer for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b). Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a contract for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b) is null, void, unenforceable and hereby stricken from this Agreement.

- C. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not concern or in any way relate to tangible personal property as contemplated by C.G.S. Section 12-411b. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way to 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 to 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 Conn. Gen. Stat. §1-101mm. 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 Conn. Gen. Stat. §1-101mm 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 1-200 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 to

relate to the Health Insurance Portability and Accountability Act of 1996 is null, void, unenforceable and hereby stricken from this Agreement.

- H. Both parties hereto hereby agree that all references made in this Agreement to any statute, public act, regulation, code or executive order shall refer to such statute, a public act, regulation, code or executive order respectively as it has been amended, replaced or superseded.
- I. Despite and notwithstanding any contrary theory at law, in equity or otherwise, including but not limited to “the specific overruling the general,” the parties hereto expressly agree that 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, control and apply.

39. Headings

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

40. Further Assurances

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

41. Counterpart Originals

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

[Signature Page Follows]

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



**TREASURER
STATE OF CONNECTICUT**

By: _____
Title: _____

By: _____
Title: **Treasurer**

Dated: _____

Dated: _____

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

By: _____
Title: _____

Dated: _____

EXHIBIT A

State Of Connecticut
By His Excellency
Thomas J. Meskill
Governor

Executive Order No. Three

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

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

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

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

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

the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such 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 by the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

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

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 the authority to promulgate regulations of a general nature.

- III. This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superceded by appropriate authority, to the extent that they are not inconsistent with this Order.

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

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

Thomas J. Meskill
Governor

Filed this 16th day of
June 1971.

Harry Hammer
Secretary Of The State

EXHIBIT B

The State Of Connecticut
By His Excellency
Thomas J. Meskill
Governor

Executive Order No. Seventeen

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

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

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

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

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

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

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

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

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

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.

- III. 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.
- IV. 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.
- V. 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.
- VI. (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 the 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.
- VII. If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

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

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

Thomas J. Meskill
Governor

Filed this 15th day of February 1973.

Harry Hammer
Secretary Of The State (Deputy)

EXHIBIT C

The 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

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

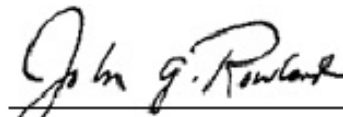
Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

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

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

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

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


JOHN G. ROWLAND, Governor

Filed this 4th day of August 1999.

SUSAN BYSIEWICZ, Secretary of the State



EXHIBIT D

In accordance with Connecticut Law and Office of the Treasurer policies, vendors of the Office are required to provide various reports, affidavits and other documents indicating compliance with such laws and policies. Please locate the required compliance attachments found on the Compliance Reporting link:

Compliance Reporting link: <https://portal.ct.gov/OTT/Doing-Business/Compliance-Reporting>

Please complete and provide the following documents:

Employment Information Report

Attachment A – CHRO Contract Compliance Regulations, Bidder Contract Compliance Monitoring Report, and Employer Information Report

Attachment B – Nondiscrimination Affidavit

Attachment C – Employment Practices Information

Attachment D – Affidavit of Third Party Fees and Disclosure of Consulting Agreements

Attachment E – Gift Affidavit

Attachment F – Corporate Citizenship

Attachment G – Notice of Legal Proceedings

Attachment H – Campaign Contribution Disclosure

Attachment I – Notice to State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Attachment J – Anti-Terrorism Foreign Asset Control Regulations, Foreign Corrupt Practices Act

Attachment K – Conflicts of Interest

Attachment L – Iran Certification Form

Attachment M- Evaluation and Implementation of Sustainable Principles

Insurance Certificate – Vendors that are contractually required to maintain insurance must produce annual proof of insurance, which may consist of a copy of the Insurance Policy or an Insurance Certificate.

Exhibit E

Security Addendum

- A. **Information Security Program** – Contractor agrees and represents that it currently maintains information protection practices and procedures (“Security Program”) that comply with industry best practice and applicable Privacy Law (as defined below) as a means to preserve the confidentiality and security of the Treasurer’s Information (as defined below) in its possession or control or of which it has the ability to access or impact.

“Treasurer Information” includes the following, regardless of the media in which it is contained, that may be disclosed to or accessed by Contractor in connection with or incidental to the performance of services for or on behalf of Treasurer or by any other means:

- a) Any information relating to an identified or identifiable individual (such as name, postal address, email address, telephone number, date of birth, Social Security number, driver's license number, account number, credit or debit card number, health or medical information, or any other unique identifier); and
- b) Confidential non-public business information; and
- c) Any Information defined as “Confidential” by the Agreement to which this Addendum is attached.

Contractor's Security Program must include at a minimum:

- 1. Appropriate administrative, technical and physical safeguards and other security measures designed to ensure the security and confidentiality of Treasurer Information.
- 2. A security design intended to prevent any compromise of its own information systems, computer networks or data files by unauthorized users, viruses or malicious computer programs which could, in turn, be propagated to Treasurer.
- 3. Appropriate internal practices including, but not limited to, encryption of data in transit or at rest; using appropriate firewall and antivirus software; maintaining these countermeasures, operating systems and other applications with up-to-date virus definitions and security patches so as to avoid any adverse impact to Treasurer’s systems or Information; and appropriate logging and alerts to monitor access controls and to assure data integrity and confidentiality.
- 4. All persons with authorized access to Treasurer Information must have a documented genuine business need-to-know prior to access.

- B. **Training Programs**– Contractor agrees that it maintains adequate training programs to ensure that its employees and any others acting on its behalf are aware of and adhere to its information Security Program. Contractor shall exercise necessary and appropriate supervision over its relevant employees to maintain appropriate confidentiality and security of Treasurer Information.

- C. **Data Incidents** - Contractor agrees to immediately notify Treasurer's General Counsel by phone of any reasonably suspected or actual loss of data or breach or compromise of its Information Security Program which has or may result in the loss or unauthorized access, disclosure, use or acquisition of Treasurer Information (including hard copy records) or otherwise presents a potential threat to any Treasurer systems ("Data Incident"). While the initial phone notice may be in summary form, a comprehensively written notice should be provided within 48 hours to Treasurer's General Counsel. The notice shall summarize in reasonable detail the nature and scope of the Data Incident and the corrective action is already taken or to be taken by Contractor. The notice shall be timely supplemented in the detail reasonably requested by Treasurer, inclusive of relevant forensic reports. Contractor shall promptly take all necessary and advisable corrective actions, and shall cooperate fully with Treasurer in all reasonable efforts to mitigate the adverse effects of a Data Incident and to prevent its recurrence.

Contractor acknowledges that it is solely responsible for the confidentiality and security of Treasurer Information in its possession, custody or control, or for which Contractor is otherwise responsible, and shall hold Treasurer harmless from any suspected or actual breach or other compromises of Treasurer Information while in Contractor's possession, custody or control, or for which Contractor is otherwise responsible. The parties will collaborate on whether any notice of breach is required to be given to any person, and if so, the content of that notice. Treasurer will designate a signatory to the notice. Contractor will bear all costs of the notice.

- D. **Data Parties**— Contractor shall not share, transfer, disclose or otherwise provide access to any Treasurer Information to any third party unless Treasurer has authorized Contractor to do so in writing. Contractor will ensure that any third party it may authorize to perform any of the services required by its contract with Treasurer shall be obligated to have an information Security Program equivalent to that required of Contractor (which includes all terms of this Security Addendum). Further, regarding any Data Incident, Contractor shall contractually preserve for itself - or Treasurer - all such rights as Treasurer has in section (C) above. Regarding audit rights, Contractor shall contractually preserve for itself - or Treasurer - all such rights as Treasurer has in section (F) below. Contractor shall not share Treasurer Information with any other third party without prior written approval or, if required to comply with legal process, only after notice to Treasurer. Contractor shall only retain third parties that are capable of performing the delegated obligations in accordance with this Information Security Addendum.

- E. **Ownership and Usage** - Any Treasurer Information, including in any reconfigured format, shall at all times be and remain the sole property of Treasurer unless agreed otherwise in writing by Treasurer. Any usage of Treasurer Information is limited to the sole purpose expressly authorized by this contract.

F. **Security Review and Audit**

1. Treasurer's Information Technology (IT) Group may conduct a security review of Contractor's Information Security Program when determined reasonably required by Treasurer.

2. At Treasurer's request, Contractor will provide Treasurer copies of its data privacy and security policies and procedures that apply to Treasurer Information. Subject to reasonable notice, Contractor shall provide the Treasurer's IT Group an opportunity to conduct a privacy and security audit of Contractor's Information Security Program and systems and procedures that are applicable to the services provided by Contractor to Treasurer. Such audit may be conducted on-site by Treasurer personnel or Treasurer's contracted third party assessors or through surveys and interviews, at the option of Treasurer.
3. In the event Contractor has any security audits or reviews of its own systems, performed by Contractor or a third party, including vulnerability and penetration assessments, it will give Treasurer notice of any current findings that are likely to adversely impact Treasurer Information, and will keep Treasurer timely informed of its remediation efforts.

G. Compliance – Contractor shall comply with (i) all applicable legal requirements (federal, state, local and international laws, rules and regulations and governmental requirements) currently in effect and as they become effective, relating in any way to the privacy, confidentiality or security of Treasurer Information; (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security; and (iii) applicable privacy policies, statements or notices that are provided to Contractor in Writing; and (iv) controls required by the IT Group Security Review (collectively referred to as “Privacy Laws”).

H. Mobility and Transfer of Data

1. No Treasurer Information shall be stored, transported or kept on a laptop or any other mobile device or storage media, including USB, “thumb drives,” DVDs, CDs unless encrypted using an encryption methodology approved in writing by Treasurer.
2. All electronic data transfers must be via secure FTP or other Treasurer approved protocol and/or in approved encrypted form.
3. Any physical removal or transfer of Treasurer Information from Treasurer's or Contractor's facilities shall be conducted only according to controls developed or approved by Treasurer's IT Group.

I. Notice of Process - In the event Contractor receives a governmental or other regulatory requests for any Treasurer Information, it agrees to immediately notify Treasurer's General Counsel so that Treasurer shall have the option to defend such action. Contractor shall reasonably cooperate with Treasurer in such defense.

J. Security Certification – Contractor must maintain a level of security certification or assessment consistent with best practices and by a qualified third party reasonably acceptable to Treasurer (such as ISO 27001 or 27018). Such certifications shall be provided to Treasurer as reasonably requested by Treasurer.

- K. Secure Disposition** – Contractor shall either return or dispose of Treasurer Information if no longer needed for Treasurer's business or legal purposes or upon contract termination or upon Treasurer's direction which may be given at any time. Any disposal must ensure that Treasurer Information is rendered permanently unreadable and unrecoverable. Upon reasonable notice and if requested by Treasurer, Contractor shall provide Treasurer a certification by an officer of compliance with this section.