

Request for Proposals for

**GENERAL INVESTMENT
CONSULTING SERVICES**

December 10, 2010

**State of Connecticut
Office of the Treasurer**

Deadline: Tuesday, January 4, 2011 – 12:00 p.m. EST

**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

**REQUEST FOR PROPOSALS
FOR
PRIVATE INVESTMENT CONSULTING SERVICES**

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Section I - Introduction and Purpose of the RFP

The Office of the Treasurer of the State of Connecticut (the “State”) hereby requests proposals from qualified investment consulting firms (each, a “Respondent”) interested in providing General Investment Consulting Services as set forth herein (“Investment Consulting Services”).

The Treasurer, elected quadrennially, serves as the principal fiduciary of the \$24 billion Connecticut Retirement Plans and Trust Funds (the “CRPTF”) comprised of 14 retirement plans and trust funds. An independent Investment Advisory Council (“IAC”), appointed pursuant to Connecticut General Statutes §3-13b, is charged with advising the Treasurer on matters pertaining to the investment of the CRPTF’s assets, and the Chief Investment Officer of the Office of the Treasurer oversees the day-to-day operations.

The primary purpose of this Request for Proposals (“RFP”) is to identify and retain the most qualified firm or firms to provide Investment Consulting Services on an ongoing basis, as described below in Section II, Scope of Services, to the Office of the Treasurer (“the Treasurer”).

The State expects to select Respondent(s) to provide General Investment Consulting Services for a five (5) year period. The selected Respondent(s) will be expected to execute a personal service agreement with the State Treasurer to become a Contractor with the State of Connecticut.

Section II – Scope of Services

A Contractor may bid on Part A, B and/or C of the Scope of Services as outlined herein.

The General Investment Consultant (“Consultant”) will support the CRPTF with asset allocation and asset/liability modeling for each the State’s six pension plans and eight trust funds (“Plans and Trusts”). The Consultant will provide portfolio reporting for the Combined Investment Funds (“Funds”) and for each of the public market Funds; the Consultant will not provide portfolio reporting for the Alternative Investment Fund, the Real Estate Fund, or the Private Equity Fund. The Consultant will assist the CRPTF with all public market investment strategies, including public market strategies that may be considered opportunistic, alternative or emerging within the Alternative Investment Fund, but will not assist the CRPTF with private equity or real estate strategies. The CRPTF employs other consultants that have primary oversight of the Alternative Investment Fund, the Real Estate Fund and the Private Equity Fund, but the Consultant will be expected to work with other CRPTF consultants in order to provide synchronized services to the CRPTF with regard to the portfolio as a whole.

A. General Investment Consulting Services

- 1) Once during the term of this contract, produce an Asset Allocation Analysis & Asset/Liability Modeling for each of the State’s Plans and Trusts, including but not limited to:**
 - i) Analyze and quantify the risk/return parameters for each Plan and Trust;
 - ii) Conduct an actuarial review and analysis of each Plan’s liabilities in connection with the asset allocation analysis and asset/liability modeling study, including assumptions used for each scenario, for purpose of assessing the impact on the portfolio asset allocation and risk management decisions;

- (1) On a bi-annual basis conduct an actuarial review of the plan liabilities of the six plans and in connection with the actuarial valuation of these plans for the purpose of assessing the impact on the portfolio asset allocation and risk management decisions.
 - (2) On an ad-hoc basis, assess liability cash flows, risks to changes in liability cash flow forecasts (e.g. from mortality or early retirement experience), and impact on asset allocation
 - iii) Conduct a review and analysis on each Trust's spending policy; create appropriate models, cash flow projections and analyze results;
 - iv) Evaluate and report on the current and alternate asset mixes for each Plan and Trust;
 - v) Test the value of adding new asset classes to each Plan and Trust and submit reports related to such analyses;
 - vi) Determine and report on the asset mix that maximizes expected return for a specific level of risk for each Plan and Trust; and
 - vii) Assist in establishing the investment objectives and risk parameters for each Plan and Trust.
- 2) Investment policy development for all Plans and Trusts, including but not limited to:**
- i) Assist in drafting changes to the Investment Policy Statement (“IPS”) as a result of changes to the asset allocation of the plans and trusts and changes to the Combined Investment Funds;
 - ii) Assist in establishing and/or revising as needed the investment objectives and risk parameters for each current public market fund and any potential new Fund;
 - iii) Review each public market Fund structure and advise on the allocation of active and passive strategies of the Fund;
 - iv) Assist in establishing and/or revising manager guidelines and restrictions for the Combined Investment Funds;
 - v) Annually, provide investment policy advice based on current investment management practice and theory for each Plan and Trust;
 - vi) Annually, review the IPS appendix to recommend policy changes based on changes in the market;
 - vii) Annually, review and recommend appropriate benchmark revisions (e.g. ESG indices) and expected returns above benchmark for each Fund; and assist in establishing systems and procedures for monitoring policies for each Plan and Trust.
- 3) Evaluation of money managers and fund-of-fund managers within each public market Fund, and evaluation of transition managers, including but not limited to:**
- i) Annually, provide a written update and investment recommendation on all existing managers, based on an on-site review and quantitative and qualitative evaluations utilizing the Office of the Treasurer’s evaluation process;
 - ii) As needed and/or requested, submit written reports and recommendations regarding significant changes in a money manager’s strategy, organization, or other key variables that may adversely impact expectations for manager performance; and
 - iii) Provide on-going advice and service regarding existing money managers; including, among other things, review of manager ADVs, assistance with manager contract amendments, and an evaluation of the strategic fit within current and target portfolio allocations.
- 4) Money manager search, due diligence and selection, including but not limited to:**
- i) Assist in the development of RFPs, RFIs and any other data gathering requirements for the competitive search process;
 - ii) Undertake initial screening of responses in connection with any search process;

- iii) Collect money manager information utilizing the Consultant’s database and other sources of information, including referrals from the Treasurer;
 - iv) As part of the money manager search and selection process, the screening and information gathering processes for active managers will include evaluation of each managers’ environmental, social and governance (“ESG”) capability and performance.
 - v) Prepare search books. Any written evaluation of such a prospective manager will include a section on ESG capability and performance;
 - vi) Assist in conducting money manager interviews and in the on-going selection process;
 - vii) Present various aspects of the search results to the Treasurer, and as requested by the Treasurer or Chief Investment Officer, to the Investment Advisory Council; and meet with investment staff as needed to review;
 - viii) Maintain public market and Connecticut Horizon Fund (“CHF”) money manager referral logs:
 - (1) On at least a quarterly basis, provide a written report on manager referrals for both public market asset classes and the CHF;
 - (2) The referral log will include the name of the firm, the strategy, source of referral, and in the case of the CHF, the name of the fund of fund manager to which the firm was referred; and
 - (3) Manage and respond to all inquiries generated by the Treasurer, the Chief Investment Officer or designee;
 - ix) Provide manager research and portfolio modeling in the identification of new or additional money managers for each of the applicable investment asset classes; and
 - x) Provide support during contract negotiations, including fee negotiation and investment guideline development, as required.
- 5) Ongoing program monitoring and customized performance reporting and risk analysis for the CRPTF within 60 days of quarter end, including but not limited to:**
- i) Provide an executive summary and capital markets overview;
 - ii) Provide a comparative review of performance for each Plan and Trust, including a review of investment performance and risk analysis versus peers and benchmarks;
 - iii) Provide a comparative review of performance for each Combined Investment Fund, including a review of investment performance and risk analysis versus peers and benchmarks and returns-based attribution;
 - iv) Provide a review of each public markets money manager performance, including a review of investment performance and risk analysis versus peers and benchmarks and holdings-based attribution;
 - v) Provide an executive summary of the Connecticut Horizon Fund performance for the public markets fund of fund managers, including a comparative review and analysis of performance and risks versus peers and benchmarks;
- 6) On-going consulting and miscellaneous services, including but not limited to:**
- i) Assist in the preparation of the Treasurer’s Annual Report with a review of financial markets, economic conditions, and absolute and relative attribution of portfolio investment performance.
 - ii) Attend monthly Investment Advisory Council meetings as requested by the Treasurer or the Chief Investment Officer;
 - iii) As requested, review existing money manager fee arrangements and assist the Treasurer and Chief Investment Officer in renegotiating the lowest cost arrangements.
 - iv) Maintain research staff and manager database availability for ad hoc questions from the Treasurer and the Chief Investment Officer;

- v) Provide ongoing advice and counsel to the Treasurer and the Chief Investment Officer;
- vi) Provide admission to seminars, conferences, symposiums, lectures, classes or similar events which the contractor sponsors or co-sponsors for staff of the Office of the Treasurer;
- vii) Provide subscriptions or access to industry publications, periodicals or research materials that the contractor prepares or which are related to other services being provided by the contractor; and
- viii) Maintain and provide computer software necessary or suitable to deliver services provided by the contractor to the Treasurer as set forth in this Agreement.

7) **Special Projects**

- i) Undertake special projects at the Treasurer's request including, but not limited to: aiding in the identification and evaluation of best execution practices, brokerage/ trading analytic services and in identifying issues and opportunities for consideration.

8) **Evaluation of money managers' environmental, social, and governance factors, including but not limited to:**

- i) Annually, provide a report assessing ESG performance of existing money managers including an evaluation of a manager's utilization of ESG factors in its investment process as a metric based upon a questionnaire from the Office of the Treasurer; and
- ii) At the request of the Treasurer, assist with the development of ESG policies for the Office of the Treasurer.

B. Ongoing Risk Management and Compliance Services:

- 1) Assist the Treasurer and Chief Investment Officer with assessment of risk management and compliance requirements to ensure full compliance with state and federal statutes, investment policy and manager guidelines, and contractual obligations of the CRPTF investment and money managers;
- 2) Advise on the development of a risk management function at the portfolio level. This function will include the assessment of market and operational risks. If warranted, assist with the search for risk systems or other risk management needs:
 - i) Assist in developing risk management objectives and goals consistent with the risk tolerance objective;
 - ii) Determine if additional human and technology capital is needed to effectively carry out a prudent risk management function;
 - iii) Develop a written report that sets standards of adequate risk monitoring and risk management accountability;
 - iv) Develop written risk management policies, processes and procedures;
 - v) As requested, assist in the search process, evaluation and selection of a risk management system.
- 3) Assist with the creation of a risk budget process.
- 4) Annually poll the CRPTF existing money managers and compile a report on the risk profile of the money managers. The poll will include quantitative and qualitative factors on market risk and operational risk;
 - i) Provide a written report discussing the issues which arose during the risk review. The report will provide the details of the examination and identify levels of risk associated with operational deficiencies that were discovered.
- 5) On an annual basis assist with the annual cash flow assessment of the six plans, including a review of all factors that impact cash flow requirements and opinion on the policy target and ranges to cash for each of these plans.

- 6) On an annual basis review the CRPTF's securities lending program and assess the risk and return profile of these activities.

C. Review and analyze investment options for the Connecticut Higher Education Trust ("CHET"), Connecticut's 529 College Savings Plan; these options include a panel of mutual fund options and an advisory service:

1. Annually, provide a written assessment of the risk/reward tradeoff of each option from an asset allocation, investment structure and fee perspective. Quantitative analysis will include historical performance review and returns-based attribution, as well as forward looking projections based on consultant's capital market and asset class assumptions;
2. Quarterly, perform comparative reviews of the historical performance since the CHET fund start date to the most appropriate quarterly period. The reviews will include performance reviews of both the institutional funds; comparative performance reviews versus industry benchmarks, and returns-based style and risk analysis;
3. Annually, conduct a high level review on potential funds outside of the current CHET investment options; assess performance, fee structure and fit within asset allocation structure;
4. Annually, advise on the creation of new investment options.
5. Annually, review and report on the progress of the advisory service.

Section III – Contract Term

The Treasurer intends to enter into a contract for a five-year term, beginning no later than **April 1, 2011**. The contract shall include a 30-day termination provision at the Treasurer's sole discretion.

Section IV – Contractor Qualifications

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

1. At least five (5) years experience by the firm's key professionals and the firm in providing investment consulting services to large pension funds with a minimum of \$1 billion in assets.
2. The firm currently has at least two pension fund clients with a minimum of \$1 billion assets each and an allocation to private investment. At least one of these clients must be a public pension plan.
3. Neither key professionals or 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 12:00 p.m. on **Tuesday, January 4, 2011** at the Office of the State Treasurer, 55 Elm Street, 6th Floor, Hartford, CT 06106. Attention: Linda Tudan, Executive Assistant.

Proposals submitted after this deadline shall not be considered.

Section VI – Evaluation Criteria

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

1. Experience in Investment Consulting Services.
2. Overall knowledge and understanding of the State of Connecticut and its laws relating to Investment Consulting Services.
3. Qualifications of personnel including its experience and availability of the day-to-day personnel to service the State's business and the breadth, depth and availability of the respondent's other professionals to provide services to the State. The Respondent's demonstrated commitment to understanding and serving client needs and responsiveness to client requests for assistance.
4. Team organization and approach including the ability to adequately staff and complete time-sensitive transactions and to interact effectively with the Treasurer and Chief Investment Officer.
5. Fee proposal, presented as outlined in **Exhibit C**.
6. Connecticut presence as evidenced by the number of offices the Respondent maintains in Connecticut and the number of Connecticut residents employed in those offices.
7. Financial capability to provide the requested services and overall financial stability of the respondent.
8. Equal employment opportunity record as evidenced by the composition of Respondent's personnel and the Respondent's affirmative action and equal employment opportunity policies and practices.
9. Corporate Citizenship policies, including: the charitable contribution of money and time; local procurement of goods and services; development of and/or participation in internship programs or scholarships; and policies with regard to the use of women-owned, minority-owned and small business enterprises.
10. Overall compliance with State and federal laws and policies as evidenced in the completion of the Required Legal and Policy Attachments and the required submissions.

Proposed fees and compensation will be an important factor in the evaluation process. The Treasurer, however, is not required to select the lowest cost response.

Section VII – Instructions

- 1) **Official Agency Contact.** All communications with the Treasurer must be directed to the Official Agency Contact. The Official Agency Contact for the purposes of this RFP is Linda Tudan, who may be reached via:

Office of the State Treasurer
55 Elm Street, 6th Floor

Hartford, CT 06106
Phone: 860.702.3238
Fax: 860.702.3042
Email: linda.tudan@ct.gov

- 2) **Respondent's Representatives.** Each Respondent must designate an authorized representative and one alternate. Provide the name, title, address, telephone and FAX numbers, and e-mail address for each representative.
- 3) **Communications Notice.** All communications with the agency or any person representing the Treasurer concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by a Respondent or its 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.

<i>December 10, 2010</i>	RFP Released
<i>January 4, 2011</i>	Deadline for Submitting Proposals
<i>January, 2011</i>	Meeting with Respondents (optional)
<i>January, 2011</i>	Interviews with Respondents
<i>February 9, 2011</i>	Presentation to IAC
<i>February 2011</i>	Contractor Selected
<i>No later than April 1, 2011</i>	Start of Contract

- 5) **Inquiry Procedures.** Respondents may submit questions about the RFP to the Official Agency Contact on or before December 15, 2010. Questions must be in writing and submitted by US mail, facsimile, or e-mail. Questions will not be accepted over the telephone. Anonymous questions will not be answered. The agency reserves the right to provide a combined answer to similar questions. Official answers to the questions will be posted on line not later than December 22, 2010 on the agency's website at www.state.ct.us/ott/.
- 6) **Confidential Information.** Respondents are advised that the Office of the 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) satisfy the packaging and labeling requirements, (4) be complete, and (5) include the required Attachments. Proposals that fail to meet these minimum submission requirements may, at the Treasurer’s sole discretion, be disqualified and not reviewed further.
- 8) **References.** Identify three (3) recent clients 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 of Connecticut’s contract compliance requirements in their entirety and without amendment. The statement must be signed by 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 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 a 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) **Style Requirements.** Proposals must conform to the following requirements: (1) be word processed or typewritten; (2) use font size of not less than 12 points; (3) have margins of not less than 1” on the top, bottom, and sides of all pages; (4) display the respondent’s name on the header of each page; and (5) display page numbers at the bottom of each page.
- 14) **Packaging and Labeling Requirements.** All proposals must be submitted in sealed envelopes or packages. All proposals must be addressed to the Official Agency Contact. The name and address of the Respondent must appear in the upper left hand corner of the envelope or package. An original (clearly identified as such) proposal, seven (7) conforming copies, and one copy in PDF format on a CD-R disk must be submitted. The original proposal must be signed by the Respondent. Unsigned proposals will be rejected. Proposals transmitted by facsimile will not be accepted or reviewed.
- 15) **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. Any such meetings are tentatively scheduled for **January, 2011**.
- 16) **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 the Respondent.
- 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.
- 18) **Modification or Withdrawal of Proposals.** Responses to this RFP may be modified or withdrawn in writing or by facsimile notice, 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.
- 19) **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 winnie.scalora@ct.gov AND linda.tudan@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.

The Treasurer reserves the right to modify this RFP any time prior to the deadline in her sole discretion.

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

I. Cover Letter

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

a) Contact Information:

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

b) Respondent's Representatives:

The Respondent must designate an authorized representative and one (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.

- 1) Names and titles
- 2) Telephone Numbers
- 3) Email Addresses

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

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

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

f) Include a statement that the Respondent has read and accepts the 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.

II. Respondent Information

a) Qualifications:

Describe how your experience, education and training, or special knowledge, skills or abilities meet the required minimum qualifications of this RFP. Examples of successful implementation for other large defined benefit plans would be helpful. Specifically, also please provide:

1. List all public pension fund clients by:
 - i. Asset size
 - ii. Length of engagement
2. List total number of clients broken down by public funds and private sector clients and:
 - i. Over the past five (5) years, list number of new clients broken down by public funds and private sector clients.
 - ii. Over the past five (5) years, list number of clients that terminated and/or not renewed contracts broken down by public funds and private sector clients.
 - iii. List the total number of years your firm has engaged in general investment consulting services.
3. List total number of employees in your firm and the total number of employees within your general investment consulting services and:
 - i. List senior staff hires and departures over the last three (3) years.
 - ii. Provide data relating to turnover ratios of your research and technical staff over the last three (3) years.
 - iii. Describe your firm's compensation arrangement for professional staff. How does this arrangement encourage the retention of key individuals?
 - iv. Identify and provide biographies of the primary and backup consultants who would be assigned to this engagement. How many clients do these consultants currently serve?
4. Does your firm have a dedicated risk management practice or division that focuses solely on risk management? How many employees are solely dedicated to risk management consulting?
5. Provide aggregate numbers that show performance of your clients versus benchmark.
6. Describe the proprietary tools or intellectual capital of your firm.
7. Describe your firm's information technology capabilities and resources. How does the firm use technology to assist clients in understanding risk management concepts?
8. Describe methodology for quality and timeliness of reporting; specifically what is minimum time after month-end that reports are available.
9. Does your firm gather and maintain its own data or does it utilize a third party's database?

10. Indicate whether your firm is willing to assume a fiduciary role in its services as investment consultant to the CRPTF, which is required.
11. Does your firm have experience with plans with serious funding challenges? Does your advice to these plans differ from advice provided to well funded plans? If so, how?
12. How does your firm evaluate the quality of its consulting services? Describe any benchmarks the firm has developed to evaluate its performance and the performance of its primary/lead consultants.
13. What are your firms' consulting specialties and strengths? What are your firm's limitations?
14. Briefly describe how a new client would transition to your firm.

b) Organization History:

1. Please provide a brief history, from inception, of your firm and any parent organization. Within the past three (3) years, have there been any significant developments in your organization, such as changes in ownership, restructuring, or personnel reorganization? Do you anticipate future significant changes in your organization? If yes, please describe the ownership structure of your organization, giving specific details with regard to any parent or affiliates.
2. Describe the ownership structure of your organization giving specific details with regard to any parent or affiliates, including a broker/dealer.
3. Describe the line(s) of business of your firm, of any parent organization and of any affiliated companies. How many employees are involved in each line of business? What is the percentage breakdown of revenues from each line of business?
4. Within the last five (5) years, has your organization or an officer or principal been involved in any business litigation or other legal proceedings relating to your consulting activities? If so, provide an explanation and indicate the current status or disposition.
5. Has there been any SEC or other regulatory action against the firm or its principals/owners/officers within the past three years?
6. Is your firm registered as an investment adviser under the federal Investment Advisers Act of 1940 or exempt from registration? Please provide a copy of your most recent Form ADV, Parts I & II.
7. Does your firm accept investment managers as clients? Please disclose the investment management firms that are clients and the revenue received from these firms during the past five (5) years.
8. Do you have any policies or procedures to address conflicts of interest or to prevent payments or relationships from being considered when you provide advice to clients?
9. Do you have any arrangements with broker-dealers under which your or a related company will benefit if money managers place trades for their clients with such broker-dealers?

10. Please describe the level of coverage for errors and omissions insurance and any fiduciary or professional liability insurance your firm carries. List the insurance carrier(s) supplying the coverage.
11. Does your firm have a business continuation and disaster recovery plan? Please describe the key features of the plan.
12. Has the firm adopted the CFA Code of Ethics and Standards of Professional Conduct?
13. Has your firm adopted the Principles for Responsible Investment (“PRI”)?
14. Does your firm, its parent, or affiliate sell information or any other services to investment managers? If so, describe in detail.

c) Organization Chart:

Provide a diagram showing the hierarchical structure of functions and positions within the organization generally, and of the personnel that will be responsible for delivering the services. Specifically:

1. Describe the years of experience of the professional(s) that will be assigned to manage the State of Connecticut’s account in total and their respective number of years with your firm.
2. Provide the ratio of number of clients per the professional team that will be assigned to the State of Connecticut. Provide the maximum number of clients assigned to a consultant.

d) Asset Allocation Model/Issues:

Describe your firm’s capabilities and experience in providing asset allocation consulting services; also describe your firm’s capital markets model and your firm’s view on rebalancing (i.e., targets, ranges, frequency and implementation methods)

e) Manager searches and evaluations:

Describe in detail your manager database and search process, and your firm’s record in hiring minority, female or emerging investment managers.

1. Discuss the steps your firm would take to analyze the CRPTF current investment portfolio.
2. Provide a copy of a recently completed manager’s performance evaluation.
3. Briefly describe the firm’s on-going due diligence process. What critical issues are examined in your due diligence process?
4. Provide one example of a written recommendation to hire, and one to terminate a manager that you have prepared within the last 12 months.
5. How often are on-site due diligence conducted with your client’s managers? How many on-site visits has your firm conducted over the past 3 years?
6. Describe your firm’s view on performance-based fees.

f) Risk Management:

How does your firm define risk?

1. Briefly describe the risks to which a public pension fund is exposed.
2. How does your firm monitor risk? Please list the measurements used when evaluating risk. Which measurements are most important?
3. Describe your firm's view on risk budgeting. Have you created a risk budget model that is utilized by your clients?

g) Financial Condition:

If the Respondent is a firm or corporation, include the two most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If the Respondent has been in business for less than five (5) years, such Respondent must include all financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of the firm. Specifically:

1. Provide the percent of total revenue associated with investment consulting; and
2. Describe other sources of revenue received by your firm and the percent of total revenue.

h) References:

1. Identify three (3) recent clients that we may contact as references, including at least one public fund. Provide the following information for each reference: name; title; company address; and phone number.
2. Identify any specialty capacity in the areas of climate risk and/or Environment Social Governance ("ESG") investing, principally the ability to evaluate a fund manager's ability to assess risks associated with ESG factors.

III. Outline of Work

- a) Work Plan - Provide a detailed, task-oriented breakdown for each activity outlined in Section II. Scope of Services. Respondents wishing to add activities to those specified in Section II must show the additions as separately numbered tasks.
- b) Methodologies - 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 Treasurer, the resources or services requested of the Treasurer (if any), and the proposed method of receiving agency approval of deliverables.
- c) Deliverables – Provide an example of each report required under Section II, Subsection A (5).
 - i) Describe the content and format of your firm's quarterly performance reports for the total fund, major asset classes, and individual investment managers. Provide a sample report.
 - ii) Can your firm customize these reports to accommodate CRPTF information needs?
 - iii) Describe your firm's performance attribution capabilities. Are they holding or return based?

- iv) Describe your firm's view on the most relevant methods of evaluating performance.
- v) Are your performance reports and attribution analysis tools available on-line?
- f) Fee Proposal - Include a cost proposal per annum for each service outlined in Subsection A, B and C covered in Section II. Scope of Services. In addition, provide an hourly fee schedule that would apply in the case of special projects.

IV. Compliance

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

Section VIII -- RFP Conditions

1. All proposals submitted in response to this RFP will become the sole property of the Treasurer.
2. The Treasurer plans to begin the services to be covered by this contract on no later than **April 1, 2011**.
3. The 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. The date planning began for this RFP (for purposes of the Gift Certification) is **October 13, 2010**. The successful Respondent will be required to complete a modified **Attachment E** of the Legal and Policy Attachments regarding the giving of gifts at the time of contract execution. The failure to provide such affidavit shall be grounds for disqualification.
4. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP will become the sole property of the Treasurer.
5. Timing and sequence of events resulting from this RFP will ultimately be determined by the Treasurer.
6. The Respondent agrees that its proposal will remain valid for a period of 365 days after the deadline for submission and may be extended beyond that time by mutual agreement.
7. The Treasurer may amend or cancel this RFP, prior to the due date and time, if the Treasurer deems it to be necessary, appropriate or otherwise in the best interests of the State.
8. 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.
9. 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 Treasurer at the respondent's sole cost and expense.
10. 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 Treasurer participated directly in the Respondent's proposal preparation.

11. 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.
12. The Respondent must accept the Treasurer's standard contract language and conditions. See Standard Contract Personal Service Agreement, attached hereto as **Attachment N**.
13. The 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 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.
14. The 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 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 Treasurer and the Respondent.
15. Prior to its engagement by the Treasurer, the successful Respondent shall furnish 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 Section 12-2. The failure of the successful Respondent to timely provide a Letter of Good Standing prior to engagement may result in the removal and replacement of the successful Respondent.

Office of the Connecticut State Treasurer
Legal and Policy Attachments
Investment Services

Directions for completion of Legal and Policy Attachments

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

A. Attachment A **CHRO CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO RESPONDENTS and BIDDER CONTRACT COMPLIANCE MONITORING REPORT:**

This document informs you of the Treasurer’s obligation to consider certain factors relating to equal opportunity and affirmative action in her review of all respondents’ qualifications, as required under Regulations of the Commission on Human Rights and Opportunities, Conn. Agency Regs. §§46a-68j-21 through 43. You may review those regulations by clicking on the following link:

<http://www.state.ct.us/chro/metapages/regulations/CCRegs.htm>

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

Employer Information Report---Please download the form at www.state.ct.us/ott.

Click on the Doing Business link, and then on the “Compliance” tab.

B. Attachment B **NONDISCRIMINATION CERTIFICATION:** Public Act 09-158 requires any entity or individual entering into a contract with the state 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, mental retardation, 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-60a(a)(1) (which prohibits discrimination based on sexual orientation). Public Act 09-158 defines “marital status” and “mental disability”. Connecticut recognizes same sex marriages. See P.A. 09-13, which amended Conn. Gen. Stat. §46b-20 to define “marriage” as the “legal union of two persons.”

An authorized signatory must execute a **NON-DISCRIMINATION CERTIFICATION** on behalf of corporate or business entities, evidencing compliance with the above requirements at the time the contract is signed.

We are asking at this time for your firm to provide us with a written statement that if your firm is selected, you will provide the Office of the Treasurer with an executed certification document. A firm that cannot provide the requested written statement will be eliminated from further consideration.

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

C. Attachment C **EMPLOYMENT PRACTICES INFORMATION:**

The information requested expands on the information provided in Attachment A, by asking for information on the demographics of Respondents’ upper level management, recent promotion statistics,

and your equal opportunity and affirmative action policy. Please provide all requested information, being sure to identify it by the subsection to which it responds, and notarize where indicated.

D. Attachment D AFFIDAVIT OF THIRD PARTY FEES AND DISCLOSURE OF CONSULTING AGREEMENTS:

Any person or entity wishing to do business with the State Treasurer must disclose in writing any payment or receipt of third party fees, or agreement to pay or receive third party fees attributable to the contract. This 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 links will provide useful guidance on the types of payments that must be reported and those fees that are impermissible under Conn. Gen. Stat. §3-13l:

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

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

In addition, you must report on this affidavit any “consulting agreement” entered into in connection with this contract, pursuant to the requirements of Conn. Gen. Stat. § 4a-81. “Consulting agreement” means “any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted.” If the consultant identified is a former Connecticut public official or state employee, you must also report the former agency of such consultant and his/her employment termination date. Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

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

E. Attachment E TREASURY GIFT AFFIDAVIT:

State law prohibits state agencies from executing a contract with a person or firm, having a total cost to the state of more than \$500,000 in a calendar or fiscal year, unless the agency receives an affidavit from the person or firm attesting that no gifts as defined in Conn. Gen. Stat. § 1-79 were given by the firm or by any principals or key personnel of the firm since the date that planning began for the contract. See Conn. Gen. Stat. §4-250 et seq. The Treasurer requires **all** selected vendors to complete a Gift Certification when the contract is executed, regardless of the value of the proposed contract. Please complete the affidavit, and notarize where indicated. You are required to perform the necessary inquiry to enable you to complete this affidavit.

F. Attachment F CORPORATE CITIZENSHIP:

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

G. Attachment G NOTICE OF CERTAIN LEGAL PROCEEDINGS:

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

H. Attachment H CAMPAIGN CONTRIBUTION 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 campaign committee established by the State Treasurer for her nomination or election to the Office of State Treasurer. See Conn. Gen. Stat. §§1-84(n), 9-612(f). In addition, on and after December 31, 2006 state law prohibits certain individuals from making or soliciting contributions on behalf of candidates for statewide office or the General Assembly. Please complete the requested attestation that no contributions have been made, and notarize where indicated. If your firm does not maintain in the ordinary course of business the information needed to complete the required attestation, you are required to perform the necessary inquiry to enable you to complete this affidavit.

I. Attachment I NOTICE TO STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN.

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

J. Attachment J ANTI-TERRORISM:

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

K. Attachment K CONFLICTS OF INTEREST:

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

L. Attachment L INVESTOR PROTECTION PRINCIPLES:

Please indicate whether or not your firm has adopted the Investor Protection Principles (“Principles”) arising out of the 2002 settlement between Merrill Lynch & Co. and New York Attorney General Eliot Spitzer, and notarize where indicated. If your firm has not adopted the Principles, you must state why.

M. Attachment M CONSULTANT QUESTIONNAIRE

Please complete.

Links to Statutes

Conn. Gen. Stat. § 1-79 <http://www.cga.ct.gov/2009/pub/chap010.htm#Sec1-79.htm>
Conn. Gen. Stat. § 1-84 <http://www.cga.ct.gov/2009/pub/chap010.htm#Sec1-84.htm>
Conn. Gen. Stat. § 3-13d <http://www.cga.ct.gov/2009/pub/chap032.htm#Sec3-13d.htm>
Conn. Gen. Stat. § 3-13j <http://www.cga.ct.gov/2009/pub/chap032.htm#Sec3-13j.htm>
Conn. Gen. Stat. § 3-13l <http://www.cga.ct.gov/2009/pub/chap032.htm#Sec3-13l.htm>
Conn. Gen. Stat. § 4-250 et seq. <http://www.cga.ct.gov/2009/pub/chap055c.htm#Sec4-250.htm>
Conn. Gen. Stat. § 4a-81 <http://www.cga.ct.gov/2009/pub/chap058.htm#Sec4a-81.htm>
Conn. Gen. Stat. § 9-612 <http://www.cga.ct.gov/2009/pub/chap155.htm#Sec9-612.htm>
Conn. Public Act 09-158 <http://www.cga.ct.gov/2009/ACT/PA/2009PA-00158-R00SB-01127-PA.htm>
Conn. Public Act 09-13 <http://www.cga.ct.gov/2009/ACT/PA/2009PA-00013-R00SB-00899-PA.htm>

ATTACHMENT A

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS**

NOTIFICATION TO BIDDERS

(Revised 09/17/07)

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

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as 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 bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations

of Connecticut State Agencies regarding equal employment opportunity, and the 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

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

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

<p>DEFINITIONS</p> <p><u>Executive/Senior Level Officials and Managers.</u> 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.</p> <p><u>First/Mid Level Officials and Managers.</u> 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 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 includes 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.</p> <p><u>Professionals.</u> 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.</p>	
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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; dieticians; 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.

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

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

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.

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.

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__ 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)
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1b. 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.STATE.CT.US/OTT 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 2 YEARS (for a total of 3 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)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this 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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ATTACHMENT B

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 STATE TREASURER*

EMPLOYMENT PRACTICES INFORMATION

COMPANY Name _____ (“Respondent”)

Please provide the following information:

- a. A current list of the titles and years of employment of women and minority key managers and/or senior officers.
- b. Documentation of any promotions in the past three (3) years among
 - i. minority professionals or managers
 - ii. women professionals and managers
- c. A copy of your firm’s equal opportunity and affirmative action policy.
- d. Any other information that would demonstrate the firm’s commitment to expanding diversity in the workplace, including recruiting initiatives, retention and promotion efforts, and ongoing assessment of the firm’s progress.

The undersigned, on behalf of the company identified above, hereby certifies that the information provided in response to this Attachment C is true and accurate to the best of his/her knowledge and belief under penalty of false statement.

Certifying Official:

Signature _____

(type name and title)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public/Commissioner of the Superior Court

ATTACHMENT D

FORM A3: FOR COMPLETION BY ALL VENDORS BEFORE CONTRACTING

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

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

I, _____, a duly authorized officer and/or representative

of _____, being duly sworn, hereby depose and say that:

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

NAME OF PAYEE	DOLLAR AMOUNT PAID OR VALUE OF NON-CASH COMPENSATION AND DATE	FEE ARRANGEMENT	SPECIFIC SERVICES PERFORMED OR TO BE PERFORMED BY PAYEE¹

(Attach additional copies of this page as necessary.)

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

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

Signed: _____
 Print Name: _____
 Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public/Commissioner of the Superior Court

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

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

ADDENDUM TO AFFIDAVIT OF THIRD PARTY FEES

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.

ATTACHMENT E

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

Gift Affidavit

COMPANY NAME: _____ (“Respondent”)

I, _____, am authorized
(name and title)

to submit a proposal on behalf of the Respondent. I hereby certify that between 10/13/10 and the date of the attached proposal that neither I, the Respondent, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the Office of the State Treasurer who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the Office of the State Treasurer.

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

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

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

Signature

Date

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

Commissioner of the Superior Court/
Notary Public

ATTACHMENT F

*STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER*

CORPORATE CITIZENSHIP

COMPANY Name _____ (**“Respondent”**)

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

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

ATTACHMENT G

**STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER
NOTICE OF LEGAL PROCEEDINGS**

COMPANY (“Respondent”) _____

I _____ (name and title) hereby represent that:

1. I have the requisite knowledge and authority, and have made any inquiry necessary, to fully, completely and accurately provide the information requested in this affidavit;
2. I have disclosed in the Supplemental Information attached to this affidavit:
 - a. any and all material lawsuits, legal or administrative proceedings or governmental investigations, criminal actions or law enforcement activities (including those by federal, state or local authorities, or self-regulatory organizations) or non-routine Securities and Exchange Commission inquiries or investigations relating to Respondent or any of Respondent’s affiliates, including any proceedings to which Respondent, its affiliates, or any of their respective officers, directors or employees is a named party or of which any of such has been the focus, that have occurred in the last five (5) years or that are currently threatened, including whether Respondent or any of its affiliates, or their respective officers, directors or employees has been censured by any regulatory body;
 - b. any claim for errors & omissions, fiduciary liability and/or fidelity bond insurance coverage submitted by Respondent, its principals or any of Respondent’s affiliates in the past five (5) years;
 - c. any and all ongoing internal investigations of any of Respondent’s officers, directors or employees, giving specific attention to those persons who would be closely responsible for the products or services sought by the Office of the Treasurer.
3. Except as disclosed in the Supplemental Information attached hereto, I am not aware of any activities of the Respondent, its affiliates, or any officers, directors or employees of the Respondent or its affiliates, that are likely to result in any of the above investigations or proceedings.
4. Respondent has adequate procedures in place to undertake internal investigations of its employees, officers and directors, which procedures are described in the Supplemental Information attached hereto.

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

Signature _____
Date

Print name: _____ Title: _____

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

Commissioner of the Superior Court/Notary Public

SUPPLEMENTAL INFORMATION
to Attachment G

Respondent's Name _____

2a.

2b.

2c.

4.

STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER

CAMPAIGN CONTRIBUTION AFFIDAVIT

COMPANY (“Respondent”) _____

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

- a. Director of or person having an ownership interest in the respondent’s entity of 5% or greater;
- b. The President, Treasurer, or Executive Vice President (or similar positions) of the respondent’s entity;
- c. An employee of the respondent’s entity having managerial or discretionary responsibilities with respect to services provided to the Office of the Connecticut State Treasurer;
- d. The spouse or dependent child aged 18 or older of any individuals described in subsections a-c; or
- e. A political committee or political action committee established by the respondent’s firm or on behalf of an individual identified in subsections a-d.

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

Signature

Print name: _____

Date: _____

Title: _____

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

Commissioner of the Superior Court/Notary Public

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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

Receipt acknowledged: _____
(signature) (date)

Print name: _____ Title: _____

Company Name: _____

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

Definitions:

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

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

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president,

treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

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

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

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

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

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

ATTACHMENT J

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

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

COMPANY (“Respondent”) _____

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

1. I have the requisite knowledge and authority, and have made any inquiry necessary, to fully, completely and accurately provide the information requested in this affidavit, for the three year period up to and including the date of this affidavit;
2. Respondent is not and has not been included on the Specially Designated Nationals and Blocked Persons List of the United States Treasury Department’s Office of Foreign Assets Control.
3. By agreeing to provide, and in providing, the services pursuant to this RFP, the Respondent will not be in violation of the United State Executive Order 13224 of September 24, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, (the Anti-Terrorism Order) or the provisions of The USA Patriot Act, title III, or the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001 (as it may be amended from time to time) and any regulations promulgated 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 before me on this day of , 20____.

Commissioner of the Superior Court/Notary Public

STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER

CONFLICTS OF INTEREST

COMPANY (“Respondent”) _____

In accordance with the State of Connecticut laws and regulations, for the years 2006 to the present, the Respondent must provide the Office of the Treasurer with information regarding any agreements, relationships, retainers or other arrangements that your firm or any employee of your firm has with any other investment banking firm, financial advisory firm, law firm, or other person or entity that may create a conflict of interest or the appearance of a conflict of interest.

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

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

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

Signature

Date

Print name: _____

Title: _____

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

Commissioner of the Superior Court/Notary Public

*STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER*

INVESTOR PROTECTION PRINCIPLES

COMPANY (“Respondent”) _____

I _____ (name and title) hereby represent that I, on behalf of the Respondent have the requisite knowledge and authority to fully, completely and accurately address the following:

Respondent _____ has
_____ has not*

adopted the terms of the Agreement between Merrill Lynch & Co., Inc. and the New York State Attorney General Eliot Spitzer dated May 21, 2002 (hereinafter “The Investment Protection Principles”).

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

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

Signature _____ Date: _____

Print name: _____

Title: _____

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

Commissioner of the Superior Court/Notary Public

*If Respondent has not adopted the Investment Protection Principles, please attach an explanation.

ATTACHMENT M

STATE OF CONNECTICUT OFFICE OF THE TREASURER

CONSULTANT QUESTIONNAIRE

Definitions:

- (a) “Consultant” or “you” refers to your firm, including key personnel who exercise a significant role in providing services to the CRPTF under the firm’s contract with the Office of the State Treasurer.
- (b) “CRPTF” refers to the Connecticut Retirement Plans and Trust Funds.
- (c) “Relationship” refers to any financial, business, personal or familial relationship that is likely to bias the consultant’s evaluation of or advice with respect to a transaction or assignment on behalf of the CRPTF.

Questions:

1. Are you registered with the SEC or a state securities regulator as an investment adviser? If so, have you provided the Office of the Connecticut State Treasurer with all disclosures required under those laws (including Part II of [Form ADV](#))? These must be submitted annually or as amended.
2. (a) Do you or any related companies have relationships with investment managers that you recommend, consider for recommendation, or otherwise mention to the CRPTF for consideration? If so, describe those relationships.

(b) Do you or any related companies have relationships with service providers that have relationships with investment managers that you recommend, consider for recommendation, or otherwise mention to the CRPTF for consideration? If so, describe those relationships.
3. (a) Do you or any related companies receive any payments from investment managers you recommend, consider for recommendation, or otherwise mention to the CRPTF for consideration? If so, what is the extent of these payments in relation to your other income (revenue)?

(b) Do you or any related companies receive any non-monetary benefits from investment managers or service providers you recommend, consider for recommendation, or otherwise mention to the CRPTF for consideration? If so, describe the nature and extent of these benefits.
4. Do you have any policies or procedures to address conflicts of interest or to prevent these payments or relationships from being considered when you provide advice to your clients? Please describe such policies and procedures.

5. Do you acknowledge that you have a fiduciary obligation as an investment adviser to the CRPTF pursuant to your contract with the Office of the Connecticut State Treasurer?
6. Do you consider your firm to be a fiduciary under ERISA with respect to the recommendations you provide the CRPTF?
7. What percentage of your plan clients utilize investment managers, investment funds, brokerage services or other service providers from whom you receive fees?
8. Do you have any incentive arrangements with any other clients that affect or could influence how you allocate investment opportunities to the CRPTF? If so, please provide details.

ATTACHMENT N

PERSONAL SERVICES AGREEMENT

This **PERSONAL SERVICES AGREEMENT** ("Agreement") is entered into as of the _____ day of _____ 20__ (the "Commencement Date"), between the **STATE OF CONNECTICUT** (the "State"), acting through its Treasurer, as Trustee (the "Treasurer") pursuant to C.G.S. Sections 3-11a, and _____, a _____, having a principal place of business at _____ (the "Consultant").

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

WHEREAS, the Treasurer has selected the Consultant based on the Consultant's representations in a competitive selection process and wishes to appoint the Consultant as an investment consultant for the State of Connecticut Retirement Plans and Trust Funds ("State Funds"), and the Consultant wishes to accept this appointment, on the terms and conditions set forth below; and

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

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

1. Term

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

2. Definitions

(a) "Agreement" shall mean this Personal Services Agreement.

(b) "C.G.S." shall mean the Connecticut General Statutes.

(c) "Commencement Date" shall have the meaning set forth in the introductory paragraph hereto.

(d) "Commission" shall mean the Connecticut Commission on Human Rights and Opportunities.

(e) "Consultant" shall mean _____.

(f) "Educational Opportunities" shall mean those certain educational opportunities and/or materials prepared by or obtained by the Consultant for use by or distribution to its clients, such as, but not limited to, seminars, conferences, symposiums, lectures, classes, informal or formal meetings, computer software, computer hardware, publications, periodicals and the like that are generally related to the Consultant's area of expertise and its performance of the services hereunder, including, but not be limited to, reasonable travel, lodging and meal expenses associated with the Treasurer's participation in such opportunities.

- (g) “Election Laws” shall mean Section 9-612 of the Connecticut General Statutes.
- (h) “Integrity Affidavit” shall have the meaning set forth in Section 24 hereof.
- (i) “Internal Investigation” shall have the meaning set forth in Section 21 hereof.
- (j) “IPS” shall mean the current Investment Policy Statement as adopted by the Treasurer pursuant to State law.
- (k) “Miscellaneous Provisions” shall have the meaning set forth in Section 38(h) hereof.
- (l) “Proceeding” shall have the meaning set forth in Section 21 hereof.
- (m) “Prohibited Contributions” shall mean those contributions prohibited by Section 9-612 of the Connecticut General Statutes
- (n) “Quarter” shall mean that three-month period ending on March 31, June 30, September 30 or December 31.
- (o) “State” shall mean the State of Connecticut.
- (p) “State Ethics Code” shall mean Chapter 10 of the Connecticut General Statutes.
- (q) “State Funds” shall mean the State of Connecticut Retirement Plans and Trust Funds.
- (r) “Third Party Fee Disclosure Affidavit” shall have the meaning set forth in Section 18(b) hereof.
- (s) “Treasurer” shall mean the then-current Treasurer of the State of Connecticut. Whenever the term “the Treasurer” is used in this Agreement, it shall include the Treasurer or her authorized agent, employee or designee.

3. Services to be Provided by the Consultant

- (a) The Treasurer hereby appoints the Consultant as a [consultant] to State Funds, and the Consultant hereby agrees to serve as such, pursuant to the terms and conditions set forth in this Agreement.
- (b) [to be determined - Reserve **Exhibit A**].
- (c) The Consultant shall provide such investment advisory services consistent with the Treasurer’s current overall investment fund objectives, policies, and procedures, including the then-current Investment Policy Statement (the “IPS”). The Treasurer may from time to time amend, modify or change the IPS, objectives, policies, and procedures, and shall so notify the Consultant in writing of any such change, which changes shall become effective upon the Consultant’s acknowledgement and agreement.
- (d) The Consultant hereby acknowledges that it has reviewed and is familiar with the terms of the IPS as is currently in effect. In the event that the Treasurer amends the IPS, the Consultant agrees to be bound by such amendments upon receipt of notice from the Treasurer, the Treasurer’s designated representative or the Treasurer’s staff and to acknowledge such in writing, if requested.

- (e) At a minimum, the Consultant shall provide the Treasurer and the Treasurer's staff (and if need be, auditors, accountants, consultants, and other professional advisors of the Treasurer's and State Fund's) with the reports identified on **Exhibit B** in accordance with the frequency prescribed thereon.
- (f) If the Consultant is a registered investment adviser under the Investment Adviser Act of 1940, as amended, the Consultant shall deliver to the Treasurer or the Treasurer's representative a disclosure statement consisting of a copy of its Part II of Form ADV as is currently in effect. Furthermore, throughout the term of this Agreement, the Consultant shall deliver to the Treasurer or the Treasurer's designated representative all of its revised Part II of Form ADV as is then currently in effect. If the Consultant is not a registered investment adviser under the Investment Adviser Act of 1940, as amended, the Consultant shall deliver to the Treasurer copies of any of its other regulatory filings that shall provide the same or similar information as Part II of Form ADV. Throughout the term of this Agreement, the Consultant shall deliver to the Treasurer or the Treasurer's representative all revisions to such information filed with any regulatory authorities and as is then currently in effect.
- (g) The Consultant shall use its best efforts to notify the Treasurer, or the Treasurer's designated representative, of any significant change in ownership or key personnel of the Consultant (including key personnel involved in managing the Portfolio) prior to such change. If the Consultant is a publicly traded company, then the Consultant shall use its best efforts to notify the Treasurer, or the Treasurer's designated representative, of any change in the executive management or ownership of the Consultant immediately upon such change, as soon as is practicable.
- (h) From time to time during the term of this Agreement, the Consultant may provide or cause others to provide to the Office of the Treasurer, and the Office of the Treasurer may, in its sole discretion, fully participate and/or accept, certain educational opportunities and/or materials prepared by or obtained by the Consultant for use by or distribution to its clients, such as, but not limited to, seminars, conferences, symposiums, lectures, classes, informal or formal meetings, computer software, computer hardware, publications, periodicals and the like ("Educational Opportunities"), provided that such Educational Opportunities generally relate to those areas of the Consultant's expertise and its performance of services hereunder. For the purposes of this section, "Educational Opportunities" shall include, but not be limited to, reasonable travel, lodging and meal expenses associated with the Treasurer's participation in such Educational Opportunities.

4. Compensation of the Consultant

- (a) The Treasurer shall pay the Consultant a quarterly fee (in arrears) computed in conformance with the Fee Schedule attached hereto as **Exhibit C**.
- (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 Consultant shall submit an invoice for payment of its fee no later than 15 calendar days following the last business day of the Quarter for which the fee is due. The Treasurer then

shall verify all calculations, compare the Consultant's invoice with the Master Custodian's statement of the fair market value of the assets in the Account, make any appropriate adjustments to the invoice, and process the invoice for payment. In no event shall the Consultant's fee for any Quarter be due or payable sooner than 30 calendar days following the end of the Quarter for which it is rendered.

- (d) The Treasurer shall review any request for changes in fees proposed by the Consultant. If the Treasurer approves a change in fees, such change shall be implemented by amending **Exhibit C** to this Agreement as provided in Section 27 hereof.
- (e) The Consultant shall submit to the Treasurer invoices only covering work already performed; no compensation shall be paid to, or requested by, the Consultant in advance of services rendered. Invoices shall be mailed to:

Office of the Treasurer
State of Connecticut
55 Elm Street
Hartford, Connecticut 06106
Attention: Pension Fund Management Division

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

5. Representations and Warranties of the Consultant

- (a) The Consultant 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 Consultant represents and warrants that neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will violate any agreement or contractual commitment to which the Consultant is a party or by which it is bound, any law, regulation, order, or any provision of the Consultant's charter documents. The Consultant further represents and warrants that it is not a party to any existing agreement that would prevent the Consultant from entering into and performing this Agreement. For the term of this Agreement, the Consultant agrees not to enter into any other agreement that is in conflict with the Consultant's obligations under this Agreement.
- (c) The Consultant 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 Consultant 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 Consultant is duly authorized and, upon execution and delivery, this Agreement shall be binding upon the Consultant in accordance with its terms.
- (e) The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant represents that services to be rendered hereunder do not in any way conflict with other contractual commitments with or by the Consultant.
- (i) The Consultant 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 Consultant 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 Consultant represents and warrants that the Consultant (including its key professionals) has no undisclosed material or potential conflict of interest with the Treasurer. Any previously undisclosed material or potential conflicts of interest are disclosed on **Attachment 1** hereto. Advisor represents and warrants that it shall, no less than annually and for the term of this Agreement, report to the Treasurer any changes to the disclosure provided on **Attachment 1**.
- (k) The Consultant 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 Consultant shall promptly estimate the monetary effect of such services and so notify the Treasurer. Subject to the terms and conditions set forth in Section 26 hereof, the Consultant shall not implement any changes in service under this Agreement unless such change is first approved by the Treasurer in writing. Unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in services.

7. Labor and Personnel

At all times, the Consultant shall utilize qualified personnel necessary to perform the services under this Agreement. The Consultant shall, if requested to do so by the Treasurer, reassign from the Treasurer's account, within a reasonable period of time, any employee or authorized representative whom the Treasurer, in her sole discretion, determines is incompetent, dishonest, uncooperative or unable to effectively perform the responsibilities and services required hereunder.

8. Insurance Requirements

- (a) **Minimum Coverage Requirements.** At minimum, the Consultant shall at its sole cost and expense, during the term of this Agreement, procure and maintain in full force and effect the types and minimum limits of insurance coverage specified in this Section 8 against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees

- or subcontractors. In no event shall the Consultant perform work under this Agreement until the required evidence of insurance has been furnished to the Treasurer. All insurance shall be procured from reputable insurers (rated A-, class X or better by A.M. Best & Company) that are approved/admitted to do business in the State of Connecticut or otherwise acceptable to the Treasurer. All insurance required herein, shall be written on an "occurrence" basis and not a "claims-made" basis, and such form shall not have a "sunset clause." Coverage for occurrences happening during the performance of the services provided hereunder shall be maintained in full force and effect under the policy.
- (b) Comprehensive General Liability Insurance: The Consultant 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 Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit of not less than \$4,000,000.
 - (d) Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the Treasurer. At the Treasurer's reasonable option, the Consultant shall reduce such deductibles or self-insured retentions, or shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
 - (e) Certification. The Consultant shall certify to the Treasurer in writing upon execution of this Agreement (**Attachment 5**) and, thereafter at least annually, the nature, amount of and carrier of insurance insuring the Consultant against the risks specified, and the indemnification obligations and liabilities of the Consultant contained in this Agreement. Prior to the execution of this Agreement and as requested by the Treasurer, the Consultant shall furnish the Treasurer in writing with proof of its insurance coverage. In doing so, the Consultant 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 Consultant.
 - (f) Cancellations, Modifications, Failures to Maintain, Etc. The Consultant shall not cancel or reduce such coverage as set forth in this Section 8, except upon thirty (30) days prior written notice to the Treasurer. Notices of cancellation, termination and alteration of such insurance or bond shall be delivered to the Treasurer *via* certified mail immediately upon receipt by the Consultant. If at any time during the term of this Agreement the Consultant fails to obtain or maintain the required insurance, the Treasurer shall have the right to treat such failure as a breach of contract and to exercise all appropriate rights and remedies. Each of the insurance coverages shall provide for at least thirty (30) days prior written notice to be given to the Treasurer in the event coverage is materially changed, canceled or non-renewed.
 - (g) Claims. The Consultant 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 Consultant in amounts higher than the minimums set forth herein.

(h) Effect. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnification obligations made in this Agreement by the Consultant to the Treasurer or to limit the Consultant's liability under this Agreement to the limits of the policies of insurance required to be maintained by the Consultant hereunder.

9. Quality Surveillance

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

10. Nondisclosure

The Consultant 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 Consultant 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 Consultant's products or services; or
- iii. In any other manner (whether or not similar to uses prohibited by subsections (i) and (ii) 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 Consultant 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 Consultant by the Treasurer, the Treasurer's staff or designated representatives, or developed internally by the Consultant 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 Consultant agrees to forever hold in confidence all files, records, documents or other information as designated, whether prepared by the State or others,

which may come into the Consultant's possession during the term of this Agreement, except where a disclosure of such information by the Consultant 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 Consultant will provide advance written notice to the Treasurer of the need for disclosure.

13. Non-Discrimination

- (a) As required by C.G.S. Section 4a-60, as amended by State of Connecticut Public Acts 07-142 and 07-245:
- (i) The Consultant agrees and warrants that in the performance of the Agreement such Consultant will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Consultant further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
 - (ii) The Consultant agrees, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - (iii) The Consultant agrees to provide each labor union or representative of workers with which such Consultant has a collective bargaining agreement or other contract or understanding and each vendor with which such Consultant has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities (the "Commission") advising the labor union or workers' representative of the Consultant's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (iv) The Consultant agrees to comply with each provision of this section and C.G.S. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to C.G.S. Sections 46a-56, 46a-68e and 46a-68f; and
 - (v) The Consultant agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Consultant as relate to the provisions of this section and C.G.S. Section 46a-56.
- (b) If the Agreement is a public works contract, the Consultant agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent (51 %) or more of the capital stock, if any, or assets of which is owned by a person

- or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in Subsection (a) of C.G.S. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the Consultant's good faith efforts shall include but shall not be limited to the following factors: The Consultant's employment and subcontracting policies, patterns and practices; the Consultant's affirmative advertising, recruitment and training; the Consultant's technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - (e) The Consultant shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 - (f) The Consultant shall include the provisions of Subsection (a) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Consultant shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. Section 46a-56; provided that, if such Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Consultant may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
 - (g) As required by C.G.S. Section 4a-60a, as amended by State of Connecticut Public Acts 07-142 and 07-245:
 - (i) The Consultant agrees and warrants that in the performance of the Agreement such Consultant will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (ii) The Consultant agrees to provide each labor union or representative of workers with which such Consultant has a collective bargaining agreement or other contract or understanding and each vendor with which such Consultant has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Consultant's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (iii) The Consultant agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. Section 46a-56; and
 - (iv) The Consultant agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts,

concerning the employment practices and procedures of the Consultant which relate to the provisions of this section and C.G.S. Section 46a-56.

- (h) The Consultant shall include the provisions of Subsection (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Consultant shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. Section 46a-56; provided that, if such Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Consultant may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the State may so enter.
- (i) In accordance with the foregoing acknowledgements and agreements, attached hereto as **Attachment 6** is a certificate confirming that the Consultant has adopted a resolution in support of the agreement and warranty set forth in Subsections (a)(i) and (g)(i) of this Section.

14. Fiduciary Duties

By execution of this Agreement, the Consultant, 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 Consultant 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 Consultant 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 Consultant'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 Consultant, its principals, directors, officers, employees, agents or subcontractors. At the Treasurer's option, and in her sole discretion, the Consultant 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 Consultant, its principals, directors, officers, employees, agents or subcontractors, and the costs of such defense shall be borne by the Consultant 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 Consultant from any responsibility or liability for any responsibility, obligation, or duty hereunder imposed on the Consultant by state or federal law.

17. Corporate Citizenship

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

18. Third Party Fee Disclosure

(a) The Consultant acknowledges and agrees that:

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

(b) In accordance with the foregoing acknowledgement and agreements, the Consultant agrees to have its chief official authorized to enter into this Agreement complete and submit to the Treasurer a sworn affidavit in the form of **Attachment 2** (the "Third Party Fee Disclosure Affidavit").

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

19. Campaign Contributions

(a) C.G.S. Section 9-612 (the "Elections Laws") prohibits contributions to or solicitations on behalf of a candidate for the Treasurer of the State of Connecticut. The Consultant covenants

- not to make any campaign contributions in violation of the Election Laws. The Consultant further represents and agrees that (i) the Consultant, (ii) any and all directors or persons with 5% or greater ownership in the Consultant, (iii) any and all individuals employed as president, treasurer or executive vice president by the Consultant, (iv) any and all officers and employees of the Consultant 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 Consultant 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 Consultant that, pursuant to the Elections Laws, no principal of the Consultant, as defined in the Elections Laws (“Principal”), shall make a political contribution to or solicit a political contribution on behalf of: (i) an exploratory committee or candidate committee established by a candidate for election to any of the following offices of the State of Connecticut: Governor, Lieutenant Governor, Secretary of State, Treasurer, Comptroller, or Attorney General; (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates; or (iii) a party committee (each and together, a “Prohibited Contribution”). If the Consultant or a Principal makes or solicits a Prohibited Contribution, then the Treasurer at her sole discretion may void this Agreement immediately and without notice. If the Consultant or a Principal makes or solicits a Prohibited Contribution and the Treasurer decides not void this Agreement, then this Agreement shall not be amended for that period of time proscribed by the Elections Laws.
- (c) For all State contracts as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the Consultant’s authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of such notice. See **Attachment 7**.

20. Code of Ethics

None of the Consultant, 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 C.G.S. Chapter 10, Part 1, Sections 1-79 through 1-90.

21. Notice of Certain Legal Proceedings, Internal Investigations

- (a) As of the date hereof, the Consultant 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 Consultant or any of its affiliates (including any proceedings to which the Consultant, 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 Consultant or its affiliates, or any of their respective directors, officers, managers, or principal is a party thereto, but only to the extent the Consultant has knowledge thereof) relating to or affecting the Consultant's ability to perform its obligations under this Agreement or involving any investment professional employed by the Consultant who has performed or does perform any services for the Treasurer (each, a "Proceeding") and (ii) formal internal investigations of the Consultant, 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 Consultant's ability to perform its obligations under this Agreement or involving any investment professional employed by the Consultant 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 Consultant 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 Consultant 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 Consultant shall promptly inform the Treasurer in writing of any material changes in the status of any pending Proceeding or Internal Investigation previously disclosed hereunder, and shall promptly update any information previously disclosed to the Treasurer related to any such Proceeding or Internal Investigation.

22. Compliance; Duty to Update

- (a) The Consultant, 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 Consultant shall be solely responsible for obtaining current information on such laws and requirements. The Consultant shall promptly disclose to the Treasurer any changes in the Consultant'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 C.G.S. Section 4-61dd. No officer, director or appointing authority of the Consultant may take or threaten to take any retaliatory personnel action against any employee of the Consultant 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 Consultant shall be liable for civil penalties.

23. Equal Opportunity and Diversity

- (a) The Consultant 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 Consultant that such disability prevents performance of the services under this Agreement.

- (b) The Consultant 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 Consultant agrees, represents and warrants that all solicitations or advertisements for employees placed by it or on its behalf shall state that the Consultant is an “affirmative action – equal opportunity employer.” The Consultant 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 Consultant agrees, represents and warrants that it shall contact national networks, and shall maintain adequate records of its efforts regarding workforce diversity.
- (c) The Consultant must complete and submit **Attachment 3**. The Consultant further represents and warrants that the information disclosed on the sworn affidavit attached hereto as Attachment 3 is accurate and complete as of the date of this Agreement. During the term of this Agreement, the Consultant agrees to furnish the Treasurer with updated and accurate disclosure no later than December 31 of each year.

24. Gift Affidavit

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

25. Pay-to-Play

The Consultant represents and warrants that neither the Consultant nor any individual in the Consultant’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, managers 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 Consultant on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth herein. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing, signed by both parties and approved by the Attorney General or the Deputy Attorney General of the State of Connecticut. The parties shall meet and confer in good faith on any modification of this Agreement that may become necessary to make its provisions consistent with any policy of the Treasurer, or federal, state, local, foreign or international statute, rule, regulation or ordinance that governs any aspect of this Agreement.

27. **Notices**

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

TREASURER: Chief Investment Officer
Pension Fund Management Division
Office of the Treasurer
State of Connecticut
55 Elm Street
Hartford, CT 06106
Telephone: (860) 702-3229
Fax: (860) 702-3042

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

CONTRACTOR:

Telephone:
Fax:

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

28. **Governing Law; Jurisdiction; Venue**

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

29. Discovery of Conflicts, Errors, Omissions and Discrepancies

- (a) In the event of any conflict between the provisions of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.
- (b) In case of conflicts, discrepancies, errors or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by the Consultant 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 Consultant 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 Consultant prior to clarification by the State shall be at the Consultant's risk.

30. Non-Waiver

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

31. Survival

The rights and obligations of the parties which by their nature survive termination or completion of this Agreement, including but not limited to those set forth herein Sections 10, 11, 12, 15, 16 and 32 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. Following the delivery of any notice of termination hereunder, the Consultant 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 D**.
- (b) This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Three or any state or federal law concerning nondiscrimination.
- (c) This Agreement is subject to the provisions of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, set forth in the attached **Exhibit E**.
- (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 F**.
- (f) This Agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order Number Sixteen.
- (g) The parties agree to abide said Executive Orders, and agree that, with respect to Executive Orders Three and Seventeen, the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until performance is completed, or until this Agreement is terminated prior to completion.

37. Successor and Assigns

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

38. Miscellaneous Provisions

- (a) Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not: (i) permit the filing of liens against the State; (ii) obligate the State to indemnify or hold Consultant harmless in any way; (iii) obligate the State to be subject to binding arbitration; or (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 Consultant harmless in any way; (iii) obligates the State to be

- subject to binding arbitration, or (iv) provides that this Agreement is expired or terminated is null, void, unenforceable and hereby stricken from this Agreement.
- (b) Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Personal Service Agreement entered into by the Treasurer for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b). Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a contract for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b) is null, void, unenforceable and hereby stricken from this Agreement.
 - (c) Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not concern or in any way relate to tangible personal property as contemplated by C.G.S. Section 12-411b. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to tangible personal property as contemplated by C.G.S. Section 12-411b is null, void, unenforceable and hereby stricken from this Agreement.
 - (d) Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not funded by and does not concern or in any way relate to a state grant as contemplated by C.G.S. Section 7-396a. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to a state grant as contemplated by C.G.S. Section 7-396 a is null, void, unenforceable and hereby stricken from this Agreement.
 - (e) Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Large Construction or Procurement Contract as contemplated by and defined in Public Act No. 05-287. Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a Large Construction or Procurement Contract as contemplated by and defined in C.G.S. Section 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 Consultant's records and files related to its performance of such Governmental Function, and such records and files shall be subject to the State of Connecticut Freedom of Information Act, C.G.S. Sections 1-1-200 et seq. No request to inspect or copy such records or files pursuant to the Freedom of Information Act shall be valid unless the request is made to the Office of the Treasurer in accordance with the provisions set forth in the State of Connecticut Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of C.G.S. Sections 1-205 and 1-206
 - (g) Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge and agree that this Agreement does not concern or in any way relate to the Health Insurance Portability and Accountability Act of 1996. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to the Health

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

- (h) Both parties to this Agreement hereby agree that all references to statutes, public acts and executive orders made herein shall refer to such statutes, public acts and executive orders as they are, were or shall be amended, replaced or superceded, from time to time.
- (i) In the event of any conflict between the provisions of this Section of this Agreement (“Miscellaneous Provisions”) and the provisions of any other Section of this Agreement, the provisions of this Miscellaneous Provisions Section of this Agreement shall override and control.

39. Headings

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

40. Further Assurances

From and after the date of this Agreement, upon the request of the Treasurer, the Consultant 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, on the respective dates shown below.

[Consultant]

TREASURER

CONNECTICUT

STATE OF

By: _____

By: _____

Title:

Title: State Treasurer

Dated: _____

Dated: _____

Approved as to form:

OFFICE OF THE ATTORNEY GENERAL

By: _____

Title:

Dated: _____

**Exhibit A
Services**

[To be determined]

**Exhibit B
Reports**

[To be determined]

Exhibit C
Fees

[To be determined]

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

EXHIBIT D, continued

that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

- IV. The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.
- V. Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.
- VI. The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.
- VII. The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.
- 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

EXHIBIT D, continued

employment agency whose members are engaged in work under government contracts or referring workers or providing supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.

- IX. The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
- X. (a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may
1. Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
 2. Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly compliance with the provisions of this Order.
 3. Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
 4. Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
 5. Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
 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.

EXHIBIT D, continued

- XI. If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.
- I. Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.
- II. The labor commissioner may delegate to any officer; agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.
- III. This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superceded by appropriate authority, to the extent that they are not inconsistent with this Order.

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

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

Thomas J. Meskill
Governor

Filed this 16th day of
June, 1971.
Harry Hammer
Secretary Of The State

EXHIBIT E, continued

State Of Connecticut
By His Excellency
Thomas J. Meskill
Governor

Executive Order No. Seventeen

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

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

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

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

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

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

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

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

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

EXHIBIT E, continued

- III. All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.
- IV. Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.
- V. The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.
- VI. The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
- VII. (a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.
- VIII. If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

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

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

Thomas J. Meskill
Governor

Filed this 15th day of February 1973.
Harry Hammer
Secretary Of The State (Deputy)

Exhibit F

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.

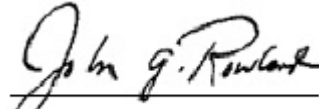
Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

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

Exhibit F

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

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


JOHN G. ROWLAND, Governor

Filed this 4th day of August, 1999.

SUSAN BYSIEWICZ, Secretary of the State



Attachment 1



Disclosure of Known and/or Potential Conflicts of Interest

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

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

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

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

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

NAME OF PAYEE	DOLLAR AMOUNT PAID OR VALUE OF NON-CASH COMPENSATION AND DATE	FEE ARRANGEMENT	SPECIFIC SERVICES PERFORMED OR TO BE PERFORMED BY PAYEE²

(Attach additional copies of this page as necessary.)

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

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

Signed: _____

Print Name: _____

Title: _____

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

Notary Public/Commissioner of the Superior Court

² Please attach documents evidencing the terms of the fee arrangement and services.

**FORM A3A: FOR COMPLETION BY ALL VENDORS BEFORE
CONTRACTING**

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

ADDENDUM TO AFFIDAVIT OF THIRD PARTY FEES

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

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

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

- (6) 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 of the Connecticut General Statutes.

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

Attach additional pages as necessary.

Affidavit of Third Party Fees: Instructions

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

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

<http://www.state.ct.us/ott/pensiondocs/amendedregulations.pdf>
- In addition, you must report on this affidavit any “consulting agreement” entered into in connection with this contract, pursuant to the requirements of Conn. Gen. Stat. §3-13j. “Consulting agreement” means “any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted.” If the consultant identified is a former Connecticut public official or state employee, you must also report the former agency of such consultant and his/her employment termination date.
- Please provide the requested information, and notarize where indicated. If you have no fees or agreements to report, please insert “none” on the affidavit.

Attachment 3



**EMPLOYMENT INFORMATION FORM
OFFICE OF THE STATE TREASURER
PLEASE DOWLOAD THE FORM BY VISITING THE WEBSITE AT**

<http://www.state.ct.us/ott/policycompliance.htm>

Attachment 4

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

Gift Affidavit

Company Name: _____ (“Respondent”)

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

proposal on behalf of the Respondent. I hereby certify that between 10/13/10 and the date of the attached proposal that neither I, the Respondent, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the Office of the State Treasurer who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the Office of the State Treasurer.

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

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

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

Signature

Date

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

Commissioner of the Superior Court
Notary Public

Attachment 5



INSURANCE CERTIFICATION

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

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

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

Print Name:

Date

Title:

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

Notary Public

Attachment 6

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 STATE ELECTIONS ENFORCEMENT
COMMISSION 20 Trinity Street Hartford, Connecticut 06106—1628**

SEEC FORM 10

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

Attachment 7

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

Receipt acknowledged: _____

(signature) (date)

Print name: _____

Title: _____

Company Name: _____

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

Definitions:

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

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

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii)

Attachment 7

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

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

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

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

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

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