



**STATE OF CONNECTICUT
OFFICE OF THE TREASURER
REQUEST FOR PROPOSALS
FOR VARIOUS LEGAL COUNSEL AND SERVICES**

May 27, 2011

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Additional Information

The Treasurer's Investment Policy Statement is available on the Treasury website or in hard copy upon request.

SECTION I: INTRODUCTION AND PURPOSE OF THE RFP

The Office of the Connecticut State Treasurer is created by the Constitution of the State of Connecticut. The Treasurer, elected quadrennially, is charged with the receipt of all moneys belonging to the State and the disbursement of such funds in accordance with law. The Treasurer serves as the principal fiduciary of the \$25 billion Connecticut Retirement Plans and Trust Funds (“CRPTF”), manages the State’s day-to-day cash needs, including the management of short-term investments through the Short Term Investment Fund (“STIF”). STIF also manages nearly a billion dollars for Connecticut municipalities. The Office of the Treasurer is responsible for managing the State’s long-term borrowing, seeking to do so at the lowest interest cost to Connecticut taxpayers. The Office oversees the State’s escheat function and, through active outreach, annually reunites individuals and businesses with millions of dollars of abandoned property. The Treasurer also manages a workers’ compensation insurance fund for the benefit of injured workers – the Second Injury Fund.

The Office of the Treasurer is responsible for a number of sophisticated financial functions for the State and seeks high quality legal services to meet the various responsibilities.

The Treasurer of the State of Connecticut (the “Treasurer”) requests statements of qualifications and proposals from qualified law firms, legal and/or compliance consultants and individual attorneys interested in serving as Legal Counsel in connection with its investment and financial management activities. Specifically, we seek proposals for furnishing the following services:

1. Investment Counsel
2. Real Estate Investment Counsel
3. Asset Recovery Counsel
 - a. General Litigation Counsel
 - b. Class Action Litigation Counsel
4. Corporate Governance Counsel
5. Fiduciary Counsel
6. Tax Counsel
7. Bankruptcy Counsel
8. Compliance Counsel
9. STIF Counsel

All responses are due by Wednesday **June 24, 2011**, addressed to Catherine E. LaMarr, General Counsel.

The Office of the Treasurer reserves the right, in its sole discretion, to reject any and all proposals, to wave any minor irregularities or information in a proposal and to enter into any an agreement with one or more of the firms responding. All responses submitted will be considered to be property of the State of Connecticut.

The Office of the Treasurer reserves the right to request additional information from responding firms and to request certain firms to make oral presentations or furnish additional written information. Oral presentations may be required for semi-finalists. We will make every reasonable effort to schedule and notify firms requested to make oral presentations at least one week in advance. We have blocked the following dates for interviews: July 6, 7, 14, 18, 20 and 25.

The Office of the Treasurer will not reimburse for any expenses incurred in connection with this RFP including the cost of preparing the initial response and any additional information requested and travel expenses relating to an oral presentation.

As more fully described in Section IV, herein, firms may submit statements of qualifications relating to one or any combination of the specific services for which the Office of the Treasurer with contract through this RFP process. The State expects to enter into a contract with one or more law firm, company or individual to provide legal services for a five-year period. Contracts will commence on December 1, 2011.

SECTION II: SCOPE OF SERVICES

A. Investment Counsel

This Counsel shall assist the Treasurer, the General Counsel and the Pension Funds Management Division in the negotiation, documentation and closing of investments and agreements for the Connecticut Retirement Plans and Trust Funds (“CRPTF”), including the Private Investment Fund. The investments may include liquid assets as well as commitments to and investments in domestic and international venture capital, buyout, special situation and fund-of-funds. Counsel will also assist the Treasurer as necessary to interpret contracts and address disputes with respect to compliance with the terms and conditions of agreements. As necessary, Counsel will assist the Treasurer by reviewing and preparing legislation or regulations with respect to investments by the Connecticut Retirement Plans and Trust Funds (“CRPTF”).

Services will include, but not be limited to, the following:

1. Advise the Treasurer in negotiating investment contracts with investment managers, venture capital funds, fund of funds, private equity funds, buyout funds, special investment opportunities and the like. Such advice may include the development of preferred contract terms.
2. Draft or review legal documentation necessary to consummate transactions, including without limitation:
 - a. Due Diligence Memorandum (Draft and Final)
 - b. Limited Partnership Agreement
 - c. Subscription Documents
 - d. Side Letter
 - e. Opinion of Counsel, as necessary
 - f. Investment Management Agreements

3. As required, render unqualified legal opinions concerning the transactions.
4. Prepare and distribute closing documentation and coordinate and conduct the closing of investment transactions.
5. Draft, review or prepare comment to legislation or administrative rulemaking directly or indirectly related to the investment of CRPTF assets or the operations of the Office of the Treasurer.
6. As required, advise the Treasurer or General Counsel concerning administrative law matters related to or having an effect upon the investment of CRPTF assets.
7. As required, seek, on behalf of the Treasurer, any necessary opinions, no action letters from the Securities and Exchange Commission, letter rulings or other documentation from the Internal Revenue Service or other federal or state regulatory and self-regulatory bodies.
8. As necessary, provide sophisticated legal advice on federal and international tax matters.
9. As necessary, assist the State in resolving issues regarding the CRPTF's investments or the operations of the Office of the Treasurer that are raised by the Treasurer or other public officials.

B. Real Estate Investment Counsel

This Counsel shall assist the Treasurer, the General Counsel and the Pension Funds Management Division in the negotiation, documentation and closing of investments for the Real Estate Fund. The investments include commitments to and investments in domestic and international commingled, opportunity and commercial mortgage funds and well as separate account or single asset holdings. Counsel will also assist the Treasurer as necessary to interpret contracts and address disputes with respect to compliance with the terms and conditions of agreements. As necessary, Counsel will assist the Treasurer by reviewing and preparing legislation or regulations with respect to real estate investments by the CRPTF.

Services will include, but not be limited to, the following:

1. Advise the Treasurer in negotiating investment management agreements, real estate investment contracts, agreements with real estate managers and all other agreements related to Real Estate Fund ("REF") investments. Such advice may include the development of preferred contract terms.
2. Draft or review legal documentation necessary to consummate transactions, including the following deliverables for each transaction:
 - a. Due Diligence Memorandum (Draft and Final)
 - b. Limited Partnership Agreement
 - c. Subscription Documents
 - d. Side Letter

- e. Opinion of Counsel, as necessary
 - f. Investment Management Agreements
3. As required, render unqualified legal opinions concerning the transactions.
 4. Prepare and distribute closing documentation and coordinate and conduct the closing of real estate investment transactions.
 5. Draft, review or prepare comment to legislation or administrative rulemaking related directly or indirectly to the investment of REF assets.
 6. As required, advise the Treasurer or General Counsel concerning administrative law matters related to or having an effect upon the REF investments.
 7. As required, seek, on behalf of the Treasurer, any necessary opinions, no action letters from the Securities and Exchange Commission, letter rulings or other documentation from the Internal Revenue Service or other bodies.
 8. As necessary, provide sophisticated legal advice on federal and international tax matters.
 9. As necessary, assist the State in resolving issues regarding the REF's investments that are raised by the Treasurer or other public officials.

C. Asset Recovery Counsel

1. General Litigation

This Counsel shall assist the Treasurer, the General Counsel and the Pension Funds Management Division in connection with matters of dispute between the Treasurer, as trustee of the CRPTF, and investment managers. Counsel shall assist the Treasurer by negotiating, mediating or litigating matters in dispute.

This Counsel shall provide summaries of cases for consideration by the Treasurer and the Attorney General. This Counsel shall research and provide legal analysis of the merits of claims the CRPTF may wish to pursue. Counsel shall furnish regular updates with respect to any litigation, work closely with the Office of the Treasurer and the Office of the Attorney General to coordinate litigation strategy.

2. Class Action Litigation

This Counsel shall represent the Treasurer, from time to time, in matters where the CRPTF seeks lead plaintiff status in class action securities litigation. Counsel shall assist the Treasurer by negotiating, mediating or litigating matters in dispute.

This Counsel shall provide summaries of cases for consideration by the Treasurer and the Attorney General. This Counsel shall research and provide legal analysis of the merits of claims the CRPTF may wish to pursue. Counsel shall furnish regular updates with respect to any litigation and work closely with the Office of the Treasurer and the Office of the Attorney General to coordinate litigation strategy.

D. Corporate Governance Counsel

This Counsel shall assist the Treasurer, the General Counsel and the Policy Unit in connection with a variety of corporate governance matters. Counsel shall provide legal research, analysis, advice and counsel with respect to corporate and securities law connected to the Treasurer's corporate governance initiatives. Services will include, among other matters, review of and advice regarding shareholder resolutions, review and analysis of corporate bylaws and charters, preparing responses to SEC no-action filings adverse to the CRPTF, providing opinions of counsel with respect to state and federal law, and providing advice to the Treasurer and her staff with respect to the interpretation of the rules of the Securities and Exchange Commission, the New York, American and other Stock Exchanges.

This Counsel may, also, furnish litigation services as necessary to enforce the Treasurer's corporate governance initiatives. This Counsel shall provide summaries of cases for consideration by the Treasurer and the Attorney General. This Counsel shall research and provide legal analysis of the merits of claims the CRPTF may wish to pursue. Counsel shall furnish regular updates with respect to any litigation, work closely with the Office of the Treasurer and the Office of the Attorney General to coordinate litigation strategy.

E. Fiduciary Counsel

This Counsel will provide advice and counsel to the Treasurer with respect to matters of her fiduciary duties in connection with a wide range of matters. As needed, this Counsel will furnish the Treasurer with research and analysis and legal opinions with respect to the fiduciary duties and matters having an impact upon such duties.

Counsel shall review and offer advice concerning new initiatives of the Office of the Treasurer.

F. Tax Counsel

This Counsel will review the CRPTF's investment activities and provide advice and counsel to the Treasurer with respect to avoidance of foreign and domestic taxation of investment income/gain, especially related to private investments and Unrelated Business Taxable Income (UBTI).

This Counsel will also advise and assist the Office of the Treasurer to engage third party tax agents necessary to repatriate taxes paid in foreign jurisdictions. Such assistance may include sub-contracting for this service.

G. Bankruptcy Counsel

This Counsel shall provide advice and counsel to assist the Treasurer with respect to financially troubled investments and the Office's interests in bankruptcy matters. Counsel shall assist in workouts and shall assist the Office of the Treasurer in recovery assets from bankruptcies.

H. Compliance Counsel

This Counsel shall assist the Treasurer, General Counsel and Compliance Officer with respect to assessment of compliance requirements and design and implementation of systems to ensure full compliance with state, federal, local and contractual obligations.

I. STIF Counsel

This Counsel shall advise the Short Term Investment Fund with respect to investment contracts and disputes related thereto.

SECTION III – CONTRACT TERM

The Office of the Treasurer intends to enter into a contract for a five (5) year term, beginning the 1st of December 2011

SECTION IV – REQUESTED INFORMATION/RESPONDENT QUALIFICATIONS

Section IV - Requested Information consists of ten parts:

- Part A: General Information
- Part B: Private Investment Counsel
- Part C: Real Estate Investment Counsel
- Part D: Asset Recovery Counsel
- Part E: Corporate Governance Counsel
- Part F: Fiduciary Counsel
- Part G: Tax Counsel
- Part H: Bankruptcy Counsel
- Part I: Compliance Counsel
- Part J: STIF Counsel
- Part K: Fee Proposal

All firms submitting a response must provide the information requested under Parts A and K. Firms have the option of responding to Parts B-J, depending on their interests and qualifications in these areas.

Part A: General Information

All firms must respond to Part A. Responses to Part A must not exceed 15 pages

1. Provide a brief description of your firm, its history and its main areas of practice. Describe any recent significant changes in the organization of your firm. Provide information on the number of offices your firm maintains in Connecticut and the number of Connecticut residents employed in those offices. Please provide a detailed description of the relevant areas of your firm's practice and their importance within your firm.
2. Discuss the primary individuals who would work with the State, including experience, relevant background and anticipated duties. Please give brief resumes for each attorney.
3. Provide, on the attached form, information on the employee composition of your firm indicating the total number of employees and the total number and percentages of minorities and women employed as partners, associates, paralegals. Please provide a detailed description of your firm's

equal opportunity and affirmative action policy. (This policy may be included as an Appendix to your proposal.)

4. Provide information regarding your firm's professional liability insurance.
5. Disclose any material assignments, relationships or other employment that your firm or any employee of your firm has with any private investment managers, real estate investment managers, investment banks or law firms, governmental entity, or other person or entities that may create a conflict of interest or the appearance of a conflict of interest in serving as Counsel to the State. Discuss any measures that are either in place at your firm or would be taken to identify, disclose and resolve any possible conflicts of interest.
6. Discuss any pending or recent investigations by the Securities and Exchange Commission, the Internal Revenue Service or any other regulatory body (including, without limitation, your state or local bar grievance committee or similar body) or court (local, state or federal) regarding the conduct of your firm, the firm's management or any individuals assigned to work with the State which might affect your ability to deliver legal services described in this RFP. Discuss any such investigation that has occurred during the past two years.
7. Please furnish evidence of the firm's financial stability. This information may be furnished under confidential cover.
8. Describe your firm's experience as investment counsel, real estate counsel, or other counsel for governmental entities or institutional investors in Connecticut.
9. Describe your firm's experience as investment counsel, real estate counsel, or other counsel for governmental entities or institutional investors outside of Connecticut.
10. Describe any recent legislation or regulation related to the investments of any governmental entity that your firm had a principal role in preparing.
11. Furnish three (3) client references that we may contact. Provide the following information for each reference: Name, Title, Company Address, Telephone Number and E-mail address.
12. Furnish demonstrable evidence of your firm's commitment to diversity.
13. Furnish a description of your firm's profile as a "good corporate citizen."
14. Provide a summary of the key strengths and qualifications of your firm to serve as Investment Counsel, Real Estate Investment Counsel, Asset Recovery Counsel, Corporate Governance Counsel, Fiduciary Counsel, Tax Counsel, Bankruptcy Counsel, Compliance Counsel or STIF Counsel to the State. (Your response to this question should not exceed one page).

Part B: Investment Counsel

Firms have the option of providing the information requested under Part B. Responses to Part B must not exceed 7 pages.

1. Describe your understanding of Connecticut constitutional and statutory law relating to investments for the CRPTF.
2. Provide a representative transactions list for private securities transactions your firm handled in the past five (5) years. Highlight no more than five (5) recent transactions for which you furnished services in this capacity. For each transaction, include the parties to the transaction, date and amount of investment, transaction structure, and the value added by your firm to the financing.

Part C: Real Estate Investment Counsel

Firms have the option of providing the information requested under Part C. Responses to Part C must not exceed 7 pages.

1. Describe your understanding of Connecticut constitutional and statutory law relating to the real estate investments for the CRPTF.
2. Provide a representative transactions list for real estate transactions your firm handled in the past five (5) years. Highlight no more than five (5) recent transactions for which you furnished services in this capacity. For each transaction, include the names of all parties to the transaction, date and amount of investment, transaction structure, and the value added by your firm to the financing.

Part D: Asset Recovery Counsel

Firms have the option of providing the information requested under Part D. Responses to Part D must not exceed 7 pages.

1. Describe your understanding of Connecticut constitutional and statutory law relating to the investment of CRPTF assets.
2. Describe your firm's expertise with asset recovery, including negotiation, mediation or litigation. Provide such information as it pertains to general litigation and as to class action litigation.
3. Provide a representative case listing of matters in which your firm was involved in the past five (5) years. Describe no more than five (5) recent cases on which your firm served as counsel. For each case include the name of the client, amount in dispute or lost, amount recovered and time frame of process.

Part E: Corporate Governance Counsel

Firms have the option of providing the information requested under Part E. Responses to Part E shall not exceed 7 pages.

1. Describe your firm's experience advising institutional investors with respect to corporate governance matters.
2. Describe your firm's experience responding to requests for SEC no-action letters filed by companies in opposition to shareholder resolutions.
3. Describe your firm's experience preparing shareholder resolutions.

4. Describe your firm's experience and success in obtaining corporate governance improvements.
5. Describe your firm's experience and success in litigation related to corporate governance matters.

Part F: Fiduciary Counsel

Firms have the option of providing the information requested under Part F. Responses to Part F shall not exceed 5 pages.

1. Describe your firm's experience advising public pension fund trustees with respect to fiduciary duties.
2. Describe your understanding of Connecticut constitutional, statutory and common law regarding fiduciary responsibility with respect to the Connecticut Retirement Plans and Trust Funds.

Part G: Tax Counsel

Firms have the option of providing the information requested under part G. Responses to Part G shall not exceed 7 pages.

1. Describe your firm's experience advising investors with respect to US tax avoidance.
2. Describe your firm's experience advising investors with respect to global tax avoidance.
3. Describe your firm's experience advising tax-exempt clients.
4. Describe your firm's understanding of the applicability of UBTI to governmental investors.
5. State whether your firm is capable of contracting with a third party tax agent for purposes of repatriation of taxes paid in foreign jurisdictions.

Part H: Bankruptcy Counsel

Firms have the option of providing the information requested under Part H. Responses to Part H shall not exceed 5 pages.

1. Describe your firm's process for managing and monitoring client interests in multiple bankruptcy matters.
2. Describe your firm's experience with respect to winding down troubled investments.
3. Describe your firm's experience recovering investor assets in bankruptcies.

Part I: Compliance Counsel

Firms have the option of providing the information requested under Part I. Responses to Part I shall not exceed 7 pages.

1. Describe your firm's experience in advising clients with respect to design, development and implementation of comprehensive compliance programs.
2. Describe your firm's experience advising clients with respect administrative law compliance.

3. Describe your firm's experience with drafting legislation.

Part J: STIF Counsel

Firms have the option of providing the information requested under Part J. Responses to Part J shall not exceed 7 pages.

1. Describe your firm's experience advising short-term investment pools.
2. Describe your firm's experience advising short-term investors with respect to derivative investment products, including CBO's, SIV's and the like.
3. Describe your firm's experience advising parties to tri-party agreements, repurchase agreements, bankers' acceptances, deposit-like investment instruments and other similar investment products.
4. Describe your firm's experience assisting governmental investors in drafting policy documents or legislation.

Part K: Fee Proposal

All firms must provide the fee proposal information requested under Part K and the response must not exceed two pages.

1. Please provide your firm's proposed hourly fees for legal services based on level of professional employed.
2. Please identify any fee structures, other than hourly rates, that would be acceptable to your firm. Discuss the benefit to the Office of the Treasurer of such arrangements and any limitations thereon.
3. Discuss the approach your firm takes to efficiently allocate the legal work assignments to professionals of various levels (i.e. Partner, Associate and Paralegal) in order to meet client needs for high quality legal services at an effective cost.

SECTION V – SUBMISSION DEADLINE

Proposals must be received by **4:00 p.m.** on **June 24, 2011** at the Office of the Treasurer, 55 Elm Street, 7th Floor, Hartford, CT 06106, Attention: Catherine E. LaMarr, General Counsel.

SECTION VI - EVALUATION CRITERIA

Firms will be evaluated on the basis of their written responses to this RFP, additional written information requested by the Office of the Treasurer, oral interviews, if any, and reference checks against the following criteria:

1. Experience of the firm in serving as counsel to institutional investors including the firm's understanding and level of competence in sophisticated global securities and real estate investments, U.S. and international taxation, legislative and regulatory procedures, innovative or alternative investment structures, complex litigation and litigation management, corporate governance, and fiduciary matters for pension funds.
2. Qualifications of personnel including the experience and availability of the day-to-day attorney and the breadth and depth of other partners, associates and other professionals available to provide services to the State.
3. Team organization and approach including the ability of the firm to adequately staff and complete time-sensitive transactions and to interact effectively with the State, consultants, advisors, custodians and other professionals involved in the State's investments.
4. Management structure, including strong succession planning, significant incentives for lawyers and best practices recruiting policies.
5. Client relations and excellent customer service record as evidenced by references from current and former clients.
6. Technology sufficient to provide seamless and responsive interaction with the OTT.
7. Connecticut presence, as evidenced by the number of offices the firm maintains in Connecticut and the number of Connecticut residents employed in those offices. A Connecticut presence is considered, but not required.
8. Financial capability to provide the requested services and overall financial stability of the Respondent.
9. Equal employment opportunity record and commitment to diversity as evidenced by the composition of firm personnel and the firm's affirmative action and equal employment opportunity policies and practices. A diverse workforce is considered but not required.
10. Corporate Citizenship policies, including the charitable contribution of money and time; local procurement of goods and services; development of participation in internship programs or scholarships; and policies with regard to the use of women-owned, minority-owned and small business enterprises.
11. Value of Services for OTT. Ability to add value in the negotiation of investment contracts or advising of the Office of the Treasurer. Fees and compensation will be an important factor in the evaluation process. The Office of the Treasurer, however, is not required to select the lowest cost response.
12. Overall compliance with State and federal laws and policies as evidenced by the completion of the Legal and Policy Compliance Attachments hereto.
13. Absence of significant conflicts of interest. The proposing firm will not be considered to have an irreconcilable conflict of interest, and therefore be disqualified from consideration, because the firm or attorneys have in the past brought or are currently bringing litigation against the State of

Connecticut whether in court, mediation or arbitration, so long as that litigation did not concern the Office of the Treasurer.

SECTION VII - INSTRUCTIONS

1. **Official Office Contact.** Questions regarding this RFP or requests for additional information should be directed to Catherine E. LaMarr, General Counsel, who may be reached at:

Office of the Treasurer
55 Elm Street, 7th Floor
Harford, CT 06106
Catherine.LaMarr@ct.gov
(860) 702-3018 Direct Dial
(860) 728-1290 Facsimile
2. **Respondent's Representatives.** Respondents must designate an authorized representative and one alternate. Provide the name, title, address, telephone and facsimile numbers, and e-mail address for the representative and the alternate.
3. **Communications Notice.** Interested firms are prohibited from contacting any employee of any state office or agency including, without limitation, the Office of the Treasurer, the Office of the Attorney General, other than the Official Office Contact. Respondents may not contact the CRPTF's consultants, members of the IAC or any other third party in an effort to exert influence concerning this RFP. To do so will likely subject such firm to disqualification, other sanctions or both.
4. **Inquiry Procedures.** Respondents may submit questions about the RFP to the Official Agency Contact. Questions must be submitted in writing. Anonymous questions will not be answered. The Office of the Treasurer reserves the right to provide a combined answer to similar questions. The Office of the Treasurer will post official answers to the questions, in the form of written clarification. Any and all such clarification will be posted on the agency's website at www.state.ct.us/ott/.
5. **Confidential Information.** Respondents are advised that the Office of the State Treasurer is a public agency and its records, including responses to this RFP, are public record. Information in a response that is deemed by the proposing respondent to be confidential and proprietary should be so identified. Respondents should also provide justification why such information, upon request, should not be disclosed by the Office of the Treasurer.
6. **Minimum Submission Requirements.** At a minimum, proposals must (1) be submitted before the deadline, (2) follow the required format, (3) satisfy the packaging and labeling requirements, (4) be complete, and (5) include the required Attachments. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.
7. **References.** Identify three recent clients that we may contact as references. Provide the following information for each reference: name, title, company address, and phone number.

8. **Joint Proposals.** Joint Proposals will be considered. Joint proposals with emerging, Connecticut-based, women-owned or minority-owned firms are encouraged. Joint proposals should include a description of how the parties will manage the work, address any conflicts of interest and provide the required indemnification.
9. **Proposals Accepted for One or More Areas of Expertise.** Proposals may be submitted on a bundled or unbundled basis.
10. **Affirmations Concerning Contract and Conditions.** Include a written statement that the Respondent has read and accepts the RFP's conditions, the agency's standard contract and conditions, and the State's contract compliance requirements. The statement must be signed by the Respondent.
11. **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.
12. **Contract Compliance Requirements.** The State of Connecticut is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

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

13. **Consultants.** Any Respondent that has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of the Office of the State Treasurer, whether or not direct contact with the agency, any agency or public official or state employee was expected or made, must disclose such consulting agreements in the **Affidavit of Third Party Fees and Disclosure of Consulting Agreements, Attachment D** of the Legal and Policy Attachments. The selected vendor will be required to provide an updated disclosure at the time the contract is executed. See the **Directions** accompanying the **Legal and Policy Compliance Attachments** for instructions.
14. **Style Requirements.** Responses may not exceed 70 single-sided pages, excluding (i) the cover letter and (ii) the required legal documents. Brief and concise answers are encouraged. **Page limits are intended to set limits; not targets.** Responses should be prepared on 8-1/2" x 11" paper using at least 10-point type with standard margins. Please include the Respondent's name at the top of each page and a page number at the bottom of each page.
15. **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, ten (10) 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 or e-mail will **not** be accepted or reviewed.

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

A. Cover Letter

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

- a) Contact Information
 - i) Name of Respondent
 - ii) Business Location
 - iii) Mailing Address
 - iv) Telephone Number
 - v) E-mail Address
- b) Respondent's Representatives

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

 - i) Names and Titles
 - ii) Telephone Numbers
- c) A statement that the Respondent has the capability to provide the requested services.
- d) A statement that the Respondent meets the minimum qualifications set out in Section IV. If a Respondent does not meet any of the minimum qualifications, they must identify which qualification(s) they do not meet and make a detailed case as to why the Treasurer should consider their firm and their product.
- e) A Statement that the Respondent has thoroughly reviewed the RFP and acknowledges and accepts all terms and conditions included in the RFP.
- f) Include a statement that the Respondent has read and accepts the agency's standard contract and conditions in their entirety and without amendment.

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

B. Requested 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.
- b) **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.
- c) **Financial Condition**
If the Respondent is a firm or corporation, include financial statements prepared in accordance with Generally Accepted Accounting Principles (USA) sufficient to demonstrate the firm's financial stability.
- d) **References**
Identify three recent clients that we may contact as references. Provide the following information for each reference: name, title, company address, and phone number.

C. Organization of and Compensation for Work

- a) **Personnel Resources**
 - i) **Staffing Plan**--Identify the personnel resources that will be assigned to the contract. State the proportion of time that personnel will allocate to the contract.
 - ii) **Key Personnel**--Identify the key personnel that will be assigned to this contract. Attach resumes reflecting their qualifications, including related work experience.
- b) **Proposed Cost**--Include a cost proposal using the required format

D. Compliance

- a) Complete the Legal and Policy Compliance 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.
- b) **Malpractice Insurance.** If you are selected as an approved law firm, you will be required to show proof of malpractice coverage at levels acceptable to the Office of the Treasurer and the Office of the Attorney General.
- c) Respondent shall comply with the American with Disabilities Act and any other applicable federal laws and regulations.

- d) Respondents are advised that in addition to their qualification, experience, capabilities, competitiveness of cost and conformance to the RFP specifications, weight may also be given to law firms which demonstrate a commitment to affirmative action by full compliance with the Commission on Human Rights and Opportunities regulations.

SECTION VIII--RFP CONDITIONS

1. All proposals submitted in response to this RFP will become the sole property of the Office of the State Treasurer.
2. The Office of the State Treasurer began planning to obtain the services to be covered by this contract on February 1, 2011.
3. The State Treasurer shall be required, as part of the procurement process, to certify that the Respondent awarded this contract was not selected as a result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
4. The successful Respondent will be required to complete Attachment E of the Legal and Policy Compliance Attachments regarding the giving of gifts. The failure to provide such affidavit shall be grounds for disqualification.
5. Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP will become the sole property of the Office of the State Treasurer.
6. Timing and sequence of events resulting from this RFP will ultimately be determined by the Office of the State Treasurer.
7. The Respondent agrees that the proposal will remain valid for a period of 180 days after the deadline for submission and may be extended beyond that time by mutual agreement.
8. The Office of the State Treasurer may amend or cancel this RFP, prior to the due date and time, if the agency deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered.
9. Any costs and expenses incurred by Respondents in preparing or submitting proposals, including travel expenses incurred to attend Respondents' meetings or interviews are the sole responsibility of the Respondent.
10. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the Office of the State Treasurer at the Respondent's sole cost and expense.
11. The Respondent represents and warrants that the proposal is not made in connection with any other Respondent and is in all respects fair and without collusion or fraud. The Respondent further represents and warrants that the Respondent did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance,

and that no agent, representative or employee of Office of the State Treasurer participated directly in the Respondent's proposal preparation.

12. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
13. The Respondent must accept standard contract language and conditions of the Office of the Treasurer and the Office of the Attorney General. *See attached Professional Services Agreement.*
14. The Office of the State Treasurer reserves the right to award in part or to reject any and all proposals in whole or in part for misrepresentation or if the Respondent is in default of any prior State contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The Office of the State Treasurer also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.
15. The Office of the State Treasurer reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Respondent and subsequently awarding the contract to another Respondent. Such action on the part of the Office of the State Treasurer shall not constitute a breach of contract on the part of the agency since the contract with the initial Respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between Office of the State Treasurer and the Respondent.
16. Prior to its engagement by the Office of the Treasurer and the Office of the Attorney General, the successful Respondent shall furnish the Office of the Treasurer with a current and valid Letter of Good Standing issued by the State of Connecticut Department of Revenue Services, pursuant to Connecticut General Statutes 12-2. The failure of the successful Respondent to timely provide a Letter of Good Standing prior to engagement may result in the removal and replacement of the successful Respondent.

**Office of the Connecticut State Treasurer
Legal and Policy Compliance 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 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 SEEC 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 K CONFLICTS OF INTEREST:

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

Links to Statutes

Conn. Gen. Stat. § 1-79 <http://www.cga.ct.gov/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>

**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 ~~its~~ 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)

DEFINITIONS

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

First/Mid Level Officials and Managers. Individuals who serve as managers, other than those who serve as Executive/Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at 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.

Professionals. Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications. Examples of these kinds of positions include: accountants and auditors; airplane pilots and flight engineers; analysts (budget, credit, financial, management); architects; artists; chemists; computer programmers; designers; 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)

<p>White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p>Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p>Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p>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.</p> <p>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.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__</p>	<p>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__</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes__ No__</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__</p>

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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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



STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER

AFFIDAVIT OF THIRD PARTY FEES AND
DISCLOSURE OF CONSULTING AGREEMENTS

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

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

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

(Attach additional copies of this page as necessary.)

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

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

Signed: _____
 Print Name: _____
 Title: _____

Subscribed and sworn to before me this _____ day of _____, 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 March 1, 2011 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

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

CORPORATE CITIZENSHIP

COMPANY Name _____ (**“Respondent”**)

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

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

STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER

NOTICE OF LEGAL PROCEEDINGS

COMPANY ("Respondent")

I _____ (name and title) hereby represent that:

- 1. I have the requisite knowledge and authority, and have made any inquiry necessary, to fully, completely and accurately provide the information requested in this affidavit;
2. I have disclosed in the Supplemental Information attached to this affidavit:
a. any and all material lawsuits, legal or administrative proceedings or governmental investigations, criminal actions or law enforcement activities...
b. any claim for errors & omissions, fiduciary liability and/or fidelity bond insurance coverage 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**

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

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on following pages):

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 (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees);

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

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

Penalties for Violations

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

Civil penalties – Up to \$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 up to \$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 not more than \$5000 in fines, or both.

Contract Consequences

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

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

The state 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.

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.

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

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

Receipt acknowledged: _____
(signature) (date)
Print name: _____ Title: _____
Company Name: _____

*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

**PROFESSIONAL EMPLOYMENT AGREEMENT
BETWEEN THE STATE OF CONNECTICUT,
ACTING BY ITS ATTORNEY GENERAL and ITS TREASURER,**

AND

This agreement (this "Agreement") is made by and between the STATE OF CONNECTICUT, acting by its ATTORNEY GENERAL, George C. Jepson, duly authorized pursuant to Section 3-125 of the Connecticut General Statutes and its TREASURER, Denise L. Nappier, duly authorized pursuant to Section 3-11a of the Connecticut General Statutes, both with offices at 55 Elm Street, Hartford, CT 06106 and [REDACTED] acting by its PARTNER, [REDACTED], with its principal place of business at [REDACTED].

In consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

SECTION I: SCOPE OF SERVICES

1.1 The services to be performed by the COUNSEL (as defined herein) shall consist of the following, collectively referred to and defined as "Services":

SECTION 2: AGREEMENT ADMINISTRATION

2.1 The person in charge of administering this Agreement on behalf of the ATTORNEY GENERAL is Susan Quinn Cobb and her successors in office, whose address and telephone number are as follows:

TITLE: Assistant Attorney General

ADDRESS: 55 Elm Street
Hartford, CT 06106

TELEPHONE: (860) 808-5020

FAX:

2.2 The person in charge of administering this Agreement on behalf of the TREASURER is Catherine E. LaMarr, General Counsel and her successors in office, whose address and telephone number are as follows:

TITLE: General Counsel

ADDRESS: 55 Elm Street
Hartford, CT 06106
TELEPHONE: (860) 702-3018
FAX: (860) 808-5347

2.3 The person in charge of administering this Agreement on behalf of the COUNSEL is [REDACTED] whose title, address, telephone number and facsimile number is as follows:

TITLE: [REDACTED]
ADDRESS: [REDACTED]
TELEPHONE: [REDACTED]
FAX: [REDACTED]

2.4 The professional staff members of COUNSEL primarily responsible for managing the performance of this Agreement are [REDACTED]. Each of COUNSEL's professional staff expected to perform services under this agreement and his/her respective hourly billable rate is listed on Appendix C attached hereto. The parties hereby agree that, without amending this Agreement, the COUNSEL may, from time to time, but solely upon prior written notice to the TREASURER or her designee, change Appendix C to reflect the then current staffing and hourly billing rates of attorneys performing the Services provided under this Agreement. Provided however, that no change may validly be made to Appendix C if such change does not strictly conform to the terms of subsection 3.1 of Section 3 of this Agreement. (Compensation and Reimbursement) COUNSEL hereby expressly agrees that: (a) any bill submitted by COUNSEL that does not accurately reflect such staff and his/her respective hourly billing rate listed on Appendix C may be rejected by the State and (b) any bill submitted by COUNSEL for Services performed by COUNSEL's staff during a period of time that such staff is or was not listed on Appendix C may be rejected and remain unpaid by the State.

2.5 Within seven days after receiving a request by the ATTORNEY GENERAL or the TREASURER, the COUNSEL shall remove from assignment to this Agreement any specified professional or other staff and, at the ATTORNEY GENERAL'S or the TREASURER'S request, shall augment the remaining staff with such other staff as is acceptable to the ATTORNEY GENERAL and the TREASURER.

SECTION 3: COMPENSATION AND REIMBURSEMENT

3.1 The ATTORNEY GENERAL and the TREASURER agree to compensate the COUNSEL for Services solely in accordance with the following hourly rate schedule:

- (a) Partners per hour
- (b) Counsel per hour
- (c) Associates per hour
- (d) Paralegals per hour

The above hourly rates shall be charged only for actual time spent rendering such Services; the COUNSEL shall not “round off” time. The time spent rendering Services shall be billed to the tenth of an hour within any single workday. The ATTORNEY GENERAL and the TREASURER shall not be charged for any other time expended by the COUNSEL during travel, overnight stays, or the like associated with the performance of the Services.

- 3.2 Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the ATTORNEY GENERAL, the TREASURER, the Assistant Attorney General and the Treasurer’s General Counsel. Billings are to be on a monthly basis. The billings must contain, at a minimum, a detailed description of the work performed, the date of performance, the actual time spent performing the work, the name and position of the person(s) rendering the Service and the rate charged for that Service. The monthly bill must also be accompanied by a summary of time and charges billed for each attorney and paralegal itemized on the invoice. Upon the request of the ATTORNEY GENERAL, or the Treasurer, COUNSEL must submit a summary memorandum describing how the Service rendered furthered resolution of the matter and the current status of the matter. The ATTORNEY GENERAL, the TREASURER or their respective designees may, prior to authorizing payment under this Section, require the COUNSEL to submit such additional accounting and information as is deemed to be necessary or appropriate. The COUNSEL shall not be compensated for any time spent preparing any billing documentation, including but not limited to such documentation and accompanying memoranda required by this Section and the Status Reports and Records Section of this Agreement. All bills must be sent to the Office of the Attorney General-Business Office, 55 Elm Street-4th Floor Annex, Hartford, Connecticut 06106-1774, with a copy to the Office of the Treasurer, c/o its General Counsel, 55 Elm Street, Hartford, CT 06106.
- 3.3 Within twenty days of execution of this Agreement, the COUNSEL shall submit to the ATTORNEY GENERAL and the TREASURER for approval a detailed projected plan and budget containing, but not limited to, a brief statement of the case or matter, a description of the nature and scope of the various phases of the Services expected to be performed, an estimate of the cost of the work broken down into the various phases of the Services, with a total cost not to exceed the maximum amount of this Agreement and an estimate of the time required to successfully complete the Services. Prior to effecting, undertaking or initiating a material change in the Services, or upon having

reason to believe that the Services or any portion of the Services cannot be completed within the amount budgeted for the Services or that portion of the Services, the COUNSEL shall submit to the ATTORNEY GENERAL and the TREASURER for approval a revised projected plan and budget that reflects the changes to the existing projected plan and budget. If the revised projected plan and budget contains a projected cost exceeding the maximum compensation set out in this Section, the COUNSEL shall consult with the ATTORNEY GENERAL or the TREASURER or their respective designees, for the purpose of (1) revising the Services; (2) revising the maximum compensation amount; (3) revising the billing rates; (4) some combination thereof; or (5) other action permitted under this Agreement or any agreed-upon amendment. The ATTORNEY GENERAL and the TREASURER, in their sole discretion, may require revisions, supplements and modifications of the projected plan and budget from time to time. The COUNSEL will not be compensated for the preparation, amendment, or modification of the projected plan and budget. Provided however that none of the foregoing provisions of this Section 3.3 shall apply or be effective unless COUNSEL is hired for the sole purpose of pursuing and prosecuting litigation on behalf of the State.

- 3.4 The ATTORNEY GENERAL and the TREASURER agree to reimburse the COUNSEL for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, computerized research (at cost), commercial messenger and delivery services (at cost), expert witnesses, consultants, mediators, investigative services, long distance telephone calls, and transcript or deposition costs. The ATTORNEY GENERAL and the TREASURER shall not reimburse the COUNSEL for any overhead related expenses, including, but not limited to, duplicating, secretarial, facsimile (other than long-distance telephone line charges), clerical staff, library staff, proofreading staff, meals and in-state transportation costs or expenses unless they are otherwise approved by the ATTORNEY GENERAL, the TREASURER or their respective designees. The COUNSEL shall be reimbursed for reasonable expenses for transportation, specifically excluding first class airfare, parking and reasonable lodging and meals associated with interstate travel as approved in advance by the ATTORNEY GENERAL, the TREASURER or their respective designees. Reimbursable interstate travel shall not include travel to meet with staff of the TREASURER or the ATTORNEY GENERAL, and all such meetings shall be conducted in Hartford, Connecticut, unless otherwise specified by the TREASURER or the ATTORNEY GENERAL.
- 3.5 The COUNSEL shall not be compensated for time spent on background or elementary legal research or any legal training without the prior written consent of the ATTORNEY GENERAL and the TREASURER. For the purposes of this Agreement, elementary legal research includes, but is not limited to, any matter which is addressed

in Connecticut Lawyers Basic Practice Manual (1986) and Connecticut Lawyers Basic Practice Manual (1989). Charges for legal research must be accompanied by a detailed description setting forth the purpose of the research and summarizing its nature. Any written material produced as a result of such research shall be available to the ATTORNEY GENERAL, the TREASURER or their respective designees immediately upon request. The ATTORNEY GENERAL and the TREASURER or their respective designees shall have the final decision in all disputes between the parties to this Agreement under this subsection.

- 3.6 The COUNSEL shall not be compensated for time spent in consultation with any attorney or other employee of the ATTORNEY GENERAL, the TREASURER or their respective designees concerning the administration of this Agreement and/or issues relating to billing. Unless otherwise authorized by the ATTORNEY GENERAL, the TREASURER or their respective designees, compensation for communication between or among attorneys and/or staff within the COUNSEL'S law firm is limited to the time and billing rate of the most senior attorney or staff member participating in the communication. These charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details. The ATTORNEY GENERAL, the TREASURER or their respective designees shall make the final determination, in his or her sole discretion, as to the adequacy of such description.
- 3.7 Absent the consent of the ATTORNEY GENERAL, the TREASURER or their respective designees, the COUNSEL shall not be compensated for the attendance or participation of more than one attorney representing the State of Connecticut at or during any meeting, conference or proceeding, in person or otherwise, in any forum, in connection with performing the Services. Where more than one attorney has attended or participated in any such meeting, conference or proceeding without the consent of the ATTORNEY GENERAL, the TREASURER or their respective designees, the COUNSEL shall be compensated only for the time of the most senior attorney in attendance or participating.
- 3.8 The COUNSEL shall not be compensated for the performance of paralegal or clerical type duties performed by an attorney. Paralegal duties or clerical duties include, by way of example and not limitation, routine proofreading of pleadings and other correspondence, preparation of trial or closing binders or notebooks, photocopying and coordinating the schedules of others.
- 3.9 The ATTORNEY GENERAL and the TREASURER shall approve for payment all undisputed fees and costs, as soon as the documentation can properly be processed in accordance with usual State practice.
- 3.10 Maximum payments under this Agreement shall not exceed One Million Dollars

(\$1,000,000).

- 3.11 The ATTORNEY GENERAL shall have the right, without the need of prior notice to the COUNSEL, to assign the performance of some aspect of the Services to an Associate or Assistant Attorney General where the ATTORNEY GENERAL, the TREASURER or their respective designees, in their discretion, find that such an assignment would best serve the interests of the State of Connecticut. This assignment shall not be deemed to be a breach of contract, the TREASURER or their respective designees.
- 3.12 Compensation and reimbursement provided under this Section constitutes full and complete payment for all costs and expenses incurred or assumed by the COUNSEL in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by the ATTORNEY GENERAL, the TREASURER or their respective designees.

SECTION 4: TERMINATION OF AGREEMENT

- 4.1 Notwithstanding any provisions in this Agreement, the ATTORNEY GENERAL, the TREASURER or their respective designees, may terminate this Agreement whenever the ATTORNEY GENERAL, the TREASURER or their respective designees make a written determination that such termination is in the best interests of the State. The ATTORNEY GENERAL, the TREASURER or their respective designees shall notify the COUNSEL in writing of termination pursuant to this Section, which notice shall specify the effective date of termination and the extent to which the COUNSEL must complete performance of the Services prior to such date.
- 4.2 Upon receipt of a written notice of termination from the ATTORNEY GENERAL, or the TREASURER of termination, the COUNSEL shall immediately cease operations as directed by the ATTORNEY GENERAL, the TREASURER or their respective designees in the notice, and take all actions that are necessary or appropriate, or that the ATTORNEY GENERAL, the TREASURER or their respective designees may reasonably direct, for the protection and preservation of the Records, as defined in the Indemnification Section of this Agreement. Except for any work which the ATTORNEY GENERAL, the TREASURER or their respective designees direct the COUNSEL to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the COUNSEL shall terminate or conclude all existing subcontracts.
- 4.3 In the case of any termination, the ATTORNEY GENERAL shall, within forty-five (45) days of final billing after the effective date of termination, pay the COUNSEL for its performance rendered and accepted by the ATTORNEY GENERAL, in addition to all actual and reasonable costs incurred after notice of termination in completing those portions of the Services which the COUNSEL was required to complete by the notice.

However, the COUNSEL is not entitled to receive and the ATTORNEY GENERAL is not obligated to tender to the COUNSEL any payments for anticipated or lost profits.

- 4.4 Upon termination of this Agreement, all rights and obligations hereunder shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections and provisions which survive termination. All representations, warranties, agreements and rights of the parties under this Agreement shall survive such termination to the extent not otherwise limited in this Agreement and without each one of them having to be specifically mentioned in this Agreement.
- 4.5 Termination of this Agreement pursuant to this Section shall not be deemed to be a breach of contract by the ATTORNEY GENERAL, the TREASURER or their respective designees.
- 4.6 Upon receipt of written notification from the ATTORNEY GENERAL, the TREASURER or their respective designees of termination, the COUNSEL shall immediately cease to perform the Services unless otherwise directed by the ATTORNEY GENERAL, the TREASURER or their respective designees or to the extent necessary to prevent the State from failing to make timely filings or otherwise failing to comply with court orders or the law. The Records are deemed to be the property of the State. The COUNSEL shall assemble and deliver to the ATTORNEY GENERAL all Records in electronic, magnetic, paper or any other form, that may be in the COUNSEL'S possession or custody, and shall transmit the same to the ATTORNEY GENERAL or his designee as soon as possible in a non-proprietary format no later than the fifteenth day following the receipt of the above written notice, together with a detailed hourly description of the Services performed and expenses reasonably incurred.
- 4.7 The parties mutually agree that COUNSEL may terminate this Agreement upon sixty (60) days' written notice delivered to ATTORNEY GENERAL or the TREASURER by certified or registered mail to the addresses provided in Section 2 of this Agreement. Following the delivery of any notice of termination hereunder, the COUNSEL 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. If COUNSEL terminates this Agreement, COUNSEL shall not be entitled to any compensation for Services that are rendered or payment for expenses that are incurred subsequent to the date of termination.
- 4.8 On the effective date of COUNSEL's termination, the COUNSEL shall immediately cease to perform the Services except to the extent necessary to prevent the State from

failing to make timely filings or otherwise failing to comply with court orders or the law. The Records are deemed to be the property of the State. The COUNSEL shall assemble and deliver to the ATTORNEY GENERAL all Records in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall deliver the same to the ATTORNEY GENERAL or his designee as soon as possible in a non-proprietary format, such as, but not limited to, ASCII or .TXT, but no later than the fifteenth day following the transmittal of the written notice, together with a description of the cost of the Services performed and expenses reasonably incurred.

SECTION 5: TIME OF PERFORMANCE

- 5.1 The COUNSEL shall perform the Services at such times and in such sequence as may be reasonably directed by the ATTORNEY GENERAL and the TREASURER.
- 5.2 This Agreement will run from its effective date until the tasks set forth in the Scope of Services Section of this Agreement are performed or completed to the satisfaction of the ATTORNEY GENERAL and the TREASURER, or unless sooner terminated in accordance with Section 4 hereof (Termination of Agreement), but in no event beyond November 30, 2011, unless otherwise amended.

SECTION 6: SETOFF

- 6.1 In addition to all other remedies that the ATTORNEY GENERAL and the TREASURER may have, the ATTORNEY GENERAL and the TREASURER, in their sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the COUNSEL's unexcused non-performance under this Agreement and under any other agreement or arrangement that the COUNSEL has with the State and (2) any other amounts that are due or may become due from the State to the COUNSEL, against amounts otherwise due or that may become due to the COUNSEL under this Agreement, or under any other agreement or arrangement that the COUNSEL has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the COUNSEL's breach of this Agreement, all of which shall survive any setoffs by the State.

SECTION 7: CROSS DEFAULT

- 7.1 If the COUNSEL breaches, defaults or in any way fails to perform satisfactorily under this Agreement, then the ATTORNEY GENERAL and the TREASURER may, in their sole discretion, without more and without any action whatsoever required of the ATTORNEY GENERAL and the TREASURER, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the COUNSEL has with the State. Accordingly, the ATTORNEY GENERAL and the TREASURER may then exercise at their sole option any and all of

their rights or remedies provided for in this Agreement or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the ATTORNEY GENERAL and the TREASURER, as if the COUNSEL had suffered a breach, default or failure to perform under the Other Agreements.

- 7.2 If the COUNSEL breaches, defaults or in any way fails to perform satisfactorily under any or all Other Agreements with the State, then the ATTORNEY GENERAL and the TREASURER may, in their sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under this Agreement. Accordingly, the ATTORNEY GENERAL and the TREASURER may then exercise at their sole option any and all of its rights or remedies provided for in the Other Agreements or this Agreement, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the State, as if the COUNSEL had suffered a breach, default or failure to perform under this Agreement.

SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 The COUNSEL represents and warrants to the ATTORNEY GENERAL and the TREASURER for itself and for the COUNSEL'S Agents, as defined in the Indemnification Section of this Agreement, as applicable, that:
- (a) the Counsel duly and validly exists under the laws of its state of organization and is authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement. Further, it has taken all necessary action to authorize the execution, delivery and performance of the proposal and this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement;
 - (b) it will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations under and pursuant to this Agreement, including, but not limited to Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics;
 - (c) the execution, delivery and performance of this Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) it is not presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from covered transactions by any governmental entity;

- (e) Counsel and Counsel Agents have not, within the three years preceding this Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) Counsel and Counsel Agents are not presently indicted or, to the best of their knowledge, under investigation for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) Counsel and Counsel Agents have not within the three years preceding this Agreement had one or more contracts with any governmental entity terminated for cause;
- (h) to the best of its knowledge, there are no Claims, as defined in the Indemnification Section of this Agreement, involving the COUNSEL that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this Agreement;
- (i) it shall disclose, to the best of its knowledge, to the ATTORNEY GENERAL and the TREASURER in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this Agreement, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims;
- (j) its participation in the request for proposal process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (k) the proposal was not made in connection or concert with any other person, entity or proposer submitting a proposal and is in all respects fair and without collusion or fraud;
- (l) it has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

- (m) it owes no past due unemployment compensation contributions;
- (n) it is not delinquent in the payment of any taxes owed to the State of Connecticut.
- (o) it shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties and responsibilities pursuant to this Agreement other than in connection with the performance of those duties and responsibilities. The COUNSEL shall keep all confidential or privileged the Records in secured areas and shall take reasonable precautions to protect the Records from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.
- (p) During the course of this Agreement, the COUNSEL shall not represent any other client if such representation will materially affect its duties or obligations to the State of Connecticut or the ATTORNEY GENERAL or the TREASURER or create an appearance of impropriety.
- (q) The COUNSEL will not knowingly enter into or retain any business relationships or enterprise in which an employee of the office of the Attorney General holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the ATTORNEY GENERAL or the TREASURER.

SECTION 9: STATUS REPORTS AND RECORDS

- 9.1 Upon written or oral request by the ATTORNEY GENERAL or his designee, the COUNSEL will promptly report on the status of the Services performed, including, but not limited to, problems, strategy, analysis and the like. A copy of any such report shall be furnished to the TREASURER, or her designee.
- 9.2 The above-described reports shall be provided in writing or orally, as directed by the person requiring a work status report.
- 9.3 The COUNSEL, upon the request of the ATTORNEY GENERAL or his designee, shall give to the ATTORNEY GENERAL, the TREASURER or their respective designees all original documentation, or, in the sole discretion of the ATTORNEY GENERAL, the TREASURER or their respective designees, copies thereof, filed in the course of, or arising out of, the COUNSEL'S performance of the Services. The COUNSEL shall otherwise maintain all original documentation, or copies thereof in the manner specified in the Representation and Warranties Section of this Agreement, for a period of six (6) years after the termination of this Agreement.

SECTION 10: INSURANCE

- 10.1 Before commencing performance of the Services, the COUNSEL shall obtain and maintain at its own cost and expense for the duration of this Agreement, the following insurance:
- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work covered by this Agreement or the general aggregate limit shall be twice the occurrence limit.
 - (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the COUNSEL does not own an automobile, but one is used in the performance of the Services, then only hired and non-owned coverage is required. If a vehicle is not used in the performance of the Services, then automobile coverage is not required.
 - (c) Workers' Compensation and Employers Liability: coverage in compliance with applicable workers compensation laws. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease - Policy limit, \$100,000 each employee.
 - (d) Professional Liability: The COUNSEL shall secure and maintain, at no cost or expense to the State, a professional liability insurance policy in a form acceptable to the ATTORNEY GENERAL in the minimum amount of [REDACTED] Million dollars (\$ [REDACTED],000,000) with a deductible not to exceed [REDACTED] Five Hundred Thousand dollars (\$ [REDACTED],500,000). This policy shall insure the COUNSEL against damages and costs resulting from negligent acts, errors, and omissions in the work performed by the COUNSEL on and after the effective date of, and under the terms of, this Agreement. The COUNSEL may, at its election, obtain a policy containing a maximum [REDACTED] Million Five Hundred Thousand dollars (\$ [REDACTED],500,000) deductible clause, but if so, the COUNSEL shall be liable, as stated above herein, to the extent of the deductible amount.
- 10.2 No later than thirty (30) days after the effective date of this Agreement, the COUNSEL shall furnish to the ATTORNEY GENERAL, the TREASURER or their respective designees on a form or forms acceptable to the ATTORNEY GENERAL, the TREASURER or their respective designees, a Certificate of Insurance, including amendment(s), fully executed by an insurance company or companies satisfactory to

the ATTORNEY GENERAL, the TREASURER or their respective designees for the insurance policy or policies required in the Status Reports and Records Section of this Agreement, which policy or policies shall be in accordance with the terms of the Certificate of Insurance.

SECTION 11: INDEMNIFICATION

- 11.1 The COUNSEL shall indemnify, defend and hold harmless the State and its successors and assigns from and against all actions (pending or threatened and whether at law or in equity in any forum), liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' and other professionals' fees, resulting from (i) misconduct or negligent or wrongful acts (whether of commission or omission) of the COUNSEL or any of its members, directors, officers, shareholders, representatives, agents, servants, employees or other persons or entities under the supervision or control of the COUNSEL while rendering professional services to the State under this Agreement, or (ii) any breach or non-performance by the COUNSEL of any representation, warranty, duty or obligation of the COUNSEL under this Agreement ((i) and (ii), each and collectively, the "Acts"). The COUNSEL shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. The COUNSEL's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions or articles furnished or used in the performance of this Agreement.
- 11.2 The COUNSEL shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the COUNSEL or any COUNSEL Agents. The State shall give the COUNSEL reasonable notice of any such Claims.
- 11.3 The COUNSEL's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of this Agreement, without being lessened or compromised in any way, even where the COUNSEL is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- 11.4 The rights provided in this Section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- 11.5 This section shall survive the termination, cancellation or expiration of this Agreement, and shall not be limited by reason of any insurance coverage.

- 11.6 The term “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- 11.7 The term “COUNSEL’S Agents” means the COUNSEL’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the COUNSEL is in privity of oral or written contract and the COUNSEL intends for such other person or entity to perform under this Agreement in any capacity.
- 11.8 The term “Records” means all working papers and such other information and materials as may have been accumulated by the COUNSEL or COUNSEL Agents in performing this Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form
- 11.9 The COUNSEL shall not use, raise, or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any Claims against the COUNSEL arising out of the work performed under this Agreement, or as a defense in any Claims, unless specifically authorized to do so in writing by the ATTORNEY GENERAL, the TREASURER or their respective designees.

SECTION 12: CHANGES TO THIS AGREEMENT

- 12.1 Any and all amendments, changes, extensions, revisions or discharges of this Agreement, in whole or in part, on one or more occasions, must be in writing and executed by all the parties to this Agreement in order to be enforceable.

SECTION 13: REQUIRED PERSONNEL/OFFICE

- 13.1 On or before the effective date of this Agreement, the COUNSEL shall have secured, and shall maintain during the term of this Agreement, all at its sole cost and expense (i) such appropriately skilled and competent personnel and supporting staff in adequate numbers; and (ii) such equipment as are reasonably necessary or appropriate to fully perform the Services to the satisfaction of the ATTORNEY GENERAL, the TREASURER or their respective designees.
- 13.2 The personnel shall not be employees of or have any contractual relationship with the Office of the Attorney General, or the Office of the State Treasurer.
- 13.3 All the Services shall be performed by the COUNSEL or under its supervision, and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under law to perform the applicable Services.

SECTION 14: NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

- 14.1 A. The following subsections are set forth here as required by Section 4a-60, as amended by State of the Connecticut General Statutes; references in this Section 14 references to "contractor" shall mean the COUNSEL; and references to "commission" shall mean the Connecticut Commission on Human Rights and Opportunities:
- i. The contractor agrees and warrants that in the performance of this Agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of 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 performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2)
 - ii. The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; and (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and C.G.S. Section 46a-56.
- B. "Minority business enterprise" means any small contracting enterprise 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) 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.

- C. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- D. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- E. The contractor shall include the provisions of subsection A above in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided , if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

- i. the contractor agrees and warrants that in the performance of this Agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractors commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor

agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

- F. The contractor shall include the provisions of subsection (F) above in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided that, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- H. For the purposes of this entire Non-Discrimination section, "Agreement" includes any extension or modification of this Agreement, "contractor" includes any successors or assigns of the counsel, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Agreement" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
- (h) In accordance with the foregoing acknowledgements and agreements, attached hereto as Appendix B is a certificate confirming that the Contractor has adopted a resolution in support of certain agreements and warranties set forth in this Section 14.

SECTION 15: CERTAIN STATE ETHICS REQUIREMENTS

- 15.1. For all State contracts as defined in P.A. 07-01 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 authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contributions and solicitation prohibitions, and will

inform its principals of the contents of the notice.

- 15.2 Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), the COUNSEL must submit a contract certification annually to update previously submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (OPM Ethics Form 1) for this purpose, attached as Appendix A. The first of these OPM Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and then every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of this Agreement in order for the COUNSEL to satisfy its obligation to submit the last certification.

SECTION 16: APPLICABLE EXECUTIVE ORDERS OF THE GOVERNOR

- 16.1 The COUNSEL shall comply, to the extent applicable, with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace and Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the COUNSEL'S request, the ATTORNEY GENERAL shall provide a copy of these orders to the COUNSEL. .

SECTION 17: CONFIDENTIALITY

- 17.1 All of the reports, information, data, and other papers and materials, in whatever form, prepared or assembled by the COUNSEL under this Agreement are confidential, and the COUNSEL shall not make them available to any individual or organization, other than in connection with the performance of those duties and responsibilities, without the prior written approval of the ATTORNEY GENERAL, the TREASURER or their respective designees.
- 17.2 The ATTORNEY GENERAL and the TREASURER will afford due regard to any request of the COUNSEL for the protection of proprietary or confidential information which the ATTORNEY GENERAL and the TREASURER receive from the COUNSEL. However, all materials associated with the this Agreement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the COUNSEL may not merely state generally that the materials are proprietary or confidential in nature and

not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the COUNSEL believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the COUNSEL that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of this Agreement, especially including the Records, conflicts or is in any way inconsistent with this Section, this Section controls and shall apply and the conflicting provision or part shall not be given effect. The ATTORNEY GENERAL and the TREASURER shall not have any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The COUNSEL shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the ATTORNEY GENERAL or the TREASURER or the State have any liability for the disclosure of any documents or information in its possession which the ATTORNEY GENERAL and the TREASURER believe are required to be disclosed pursuant to the FOIA or other requirements of law.

SECTION 18: MISCELLANEOUS

- 18.1 The sole and exclusive means for the presentation of any Claim, as defined in the Indemnification Section of this Agreement, against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State). The COUNSEL shall not initiate any legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
- 18.2 This Agreement shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of this Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that Chapter 53 of the Connecticut General Statutes does not apply and to the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims, as defined in the Indemnification Section of this Agreement, in

- any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- 18.3 The parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Agreement.
- 18.4 This Agreement incorporates all the understandings of the parties and supersedes any and all agreements reached by the parties prior to the effective date of this Agreement, whether oral or written.
- 18.5 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, but only if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.
- 18.6 The State and the COUNSEL shall not be excused from their obligation to perform in accordance with this Agreement except in the case of force majeure events and as otherwise provided for in this Agreement. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. "Force majeure events" means events that materially affect the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the COUNSEL, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the COUNSEL, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- 18.7 The COUNSEL shall not refer to services provided to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the ATTORNEY GENERAL'S or the TREASURER'S prior written approval.
- 18.8 The COUNSEL shall notify the ATTORNEY GENERAL or the TREASURER in writing no later than ten (10) days from the effective date of any change in (1) its certificate of incorporation or other organizational document, or (2) a controlling interest in the ownership of the COUNSEL. No such change shall relieve the COUNSEL of any responsibility for the accuracy and completeness of the performance. The COUNSEL shall deliver such documents to the ATTORNEY GENERAL or the TREASURER in accordance with the terms of the ATTORNEY GENERAL'S or the TREASURER'S written request. The ATTORNEY GENERAL or the TREASURER may also require, and the COUNSEL shall deliver, a financial statement showing that solvency of the COUNSEL is maintained.

- 18.9 The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.
- 18.10 The COUNSEL shall maintain accurate Records and shall make all of the Records available at all reasonable hours for audit and inspection by the State. This includes, but is not limited to accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting. Such records and accounts shall be kept in the manner specified in the Representations and Warranties Section, and made available for six years after the termination of this Agreement and shall be made available and furnished upon request to the ATTORNEY GENERAL, the TREASURER or their respective designees on or before the tenth business day following the date of the written request. The COUNSEL will cooperate fully with any and all audit or review of billing by the ATTORNEY GENERAL, the TREASURER or any other agency, person, or entity acting on behalf of the ATTORNEY GENERAL, the TREASURER or the state, and shall, upon request, provide billing in a format which will facilitate audit or review.
- 18.11 The COUNSEL shall continue to perform its obligations under this Agreement while any dispute concerning this Agreement is being resolved.
- 18.12 The COUNSEL shall be responsible for the entire performance under this Agreement. The COUNSEL shall be the sole point of contact concerning the management of this Agreement, including performance and payment issues. The COUNSEL is solely and completely responsible for adherence by the COUNSEL agents to all applicable provisions of this Agreement.
- 18.13 The waiver of a term or condition by the ATTORNEY GENERAL, the TREASURER or their respective designees shall not (i) entitle the COUNSEL to any future waivers of the same or different terms or conditions; (ii) impose any duties, obligations or responsibilities on the ATTORNEY GENERAL, the TREASURER or any department not already in this Agreement, as amended, modified or superseded; or (iii) subject the ATTORNEY GENERAL, the TREASURER or the State of Connecticut or any department or agency thereof to any Claims.
- 18.14 If a disagreement arises between the parties to this Agreement as to whether or not the COUNSEL has or may in the foreseeable future have a conflict of interest or there exists or may exist in the foreseeable future an appearance of impropriety, the ATTORNEY GENERAL'S or the TREASURER'S determination shall be final and

dispositive of the issue. Where the ATTORNEY GENERAL or the TREASURER determines that the COUNSEL'S representation of any client constitutes a conflict of interest, or creates an appearance of impropriety, the COUNSEL shall, within five days of the posting of notice by the ATTORNEY GENERAL , the TREASURER or their respective designees to the COUNSEL, withdraw from the representation of the client, unless such a withdrawal is barred by law or order of a court of competent jurisdiction or the ATTORNEY GENERAL or the TREASURER waives such conflict. Nothing in this subsection shall be construed as restricting or otherwise limiting COUNSEL'S rights under the termination section of this Agreement.

- 18.15 Unless the ATTORNEY GENERAL or the TREASURER designates otherwise in writing, all Records generated or collected by the COUNSEL, the COUNSEL'S agent or any subcontractor, in the scope of their work under this Agreement are the exclusive property of the State of Connecticut and no one else shall have any right, including but not limited to, intellectual property, copyright and trademark rights, in those Records.
- 18.16 The COUNSEL acknowledges that the ATTORNEY GENERAL and the TREASURER have relied upon all of COUNSEL'S representations in its proposal, submitted in response to the TREASURER'S Request for Proposals concerning the Services matter and all subsequent information supplied to the ATTORNEY GENERAL and Treasurer in writing thereafter, as the basis for entering into this Agreement with the COUNSEL. Any material misrepresentation, omission, mistake or error in those submittals shall be deemed to be a breach of this Agreement, which the ATTORNEY GENERAL and the TREASURER may, in their sole discretion, waive or afford the COUNSEL the opportunity to cure in accordance with the written notice of such breach sent to the COUNSEL.
- 18.17 References in the masculine gender shall also be construed to apply to the feminine and neuter genders, as the content requires.
- 18.18 The parties acknowledge and agree that nothing in the TREASURER'S request for proposals or this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this Section conflicts with any other section, this Section shall govern.
- 18.19 Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by any express delivery service, in either case addressed to the persons identified in this Agreement Administration Section of this Agreement, or in each case to such other person and/or

address as either party may from time to time designate by giving notice in writing to the other party. Telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Agreement (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested, or, placed with a recognized, express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

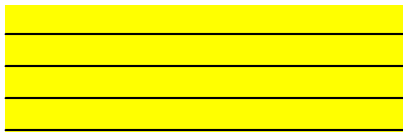
If to the ATTORNEY GENERAL:

Mark F. Kohler
Assistant Attorney General
State of Connecticut
Office of the Attorney General
55 Elm Street
Hartford, CT 06106

With a COPY to:

Catherine E. LaMarr
General Counsel
Office of the Treasurer
55 Elm Street
Hartford, CT 06106

If to the COUNSEL:



- 18.20 The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.
- 18.21 With respect to all provisions of this Agreement that specify a time for performance, time is of the essence in this Agreement.
- 18.22 Annex A, attached hereto as "Appendix A," sets out certain requirements unique to the TREASURER and is an integral part of this agreement and is hereby incorporated into and made a part hereof as if set forth in full herein.

18.23 This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed three (3) counterparts of this Agreement.

Date

By: _____

STATE OF CONNECTICUT

Date

By: _____
George C. Jepson
Attorney General

Date

By: _____
Denise L. Nappier
State Treasurer

Annex A

State Treasurer Requirements

1. Campaign Contributions.
 - (a) COUNSEL represents and agrees that COUNSEL and any and all directors or persons with greater than 5% ownership in any of COUNSEL, any and all individuals employed as president, treasurer, executive vice president, senior vice president or employed in similar capacities COUNSEL any and all employees of any of COUNSEL with managerial or discretionary responsibilities with respect to this Agreement, the spouse of any of the foregoing, or a political committee established by COUNSEL or any such individuals, did not during the last election cycle contribute to or solicit contributions on behalf of, and will not (until the Agreement is terminated) contribute to, or solicit contributions on behalf of, any exploratory committee or candidate committee established by a candidate for nomination or election to the Office of the Connecticut State Treasurer.
 - (b) The Treasurer hereby gives COUNSEL notice that COUNSEL is subject to the provisions of Connecticut General Statutes Section 9-612(g), as modified by Public Act 07-1, and as may be amended from time to time (the "Contributions Law"), which restrict contributions to and solicitations of contributions on behalf of candidates running for Connecticut statewide office. COUNSEL hereby agrees that COUNSEL is subject to the Contributions Law and acknowledges receipt of notice of the Contributions Law by providing the Treasurer with an executed acknowledgement form attached to this Agreement as Attachment A.
2. Third-Party Fee Disclosure. COUNSEL acknowledges and agrees that, pursuant to Section 3-13j of the Connecticut General Statutes, any person or entity who would be a party to a contract for investment services with the Office of the Treasurer shall disclose to the Treasurer, in writing, all third-party fees attributable to such contract before any such contract may take effect. COUNSEL has provided such disclosure to the Treasurer in the form of a sworn affidavit as set forth hereto as Exhibit A. COUNSEL represents and warrants that the disclosure contained in such affidavit is accurate and complete as of the date of this Agreement. COUNSEL covenants to promptly report any changes to such disclosure and to file an updated affidavit with the Treasurer on an annual basis as of December 31 of each contract year.
3. Notification to Bidders. COUNSEL represents and warrants that it has provided the Treasurer with a completed and executed Notification to Bidders form as set forth hereto as Exhibit B. COUNSEL represents and warrants that information it has disclosed to the Treasurer in furthering the analysis set forth in the Notification to Bidders form is accurate and complete in all material respects as of the date hereof.
4. Integrity Affidavit. COUNSEL shall complete, truthfully attest and submit herewith an Integrity Affidavit in the form of Exhibit C. COUNSEL represents and warrants that, as of the date hereof, the information it has disclosed in such Integrity Affidavit is complete and accurate.
5. Corporate Citizenship. COUNSEL agrees and acknowledges that the Treasurer expects all of its service providers to engage in good corporate citizenship. Good corporate citizenship includes, without limitation, supporting charitable and civic organizations in the communities where

COUNSEL does business, community works and procurement practices, and incorporating good corporate governance in COUNSEL's operations. During the term of this Agreement, COUNSEL agrees to furnish the Treasurer with detailed and accurate reports of its good corporate citizenship activities upon request, but no less than annually on each anniversary date of this Agreement.

6. Code of Ethics. None of COUNSEL, its principals, directors, members, officers, partners, employees or agents shall engage directly or indirectly in any financial or other transactions with any Treasurer, staff member, or employee of the Treasurer, or a member of the Investment Advisory Council of the State of Connecticut, which would violate the standards set forth in the State of Connecticut Code of Ethics for public officials, as codified in Chapter 10, Part 1, Sections 1-79 of the Connecticut General Statutes.

Exhibit A to Annex A



AFFIDAVIT OF THIRD PARTY FEES

Submitted to DENISE L. NAPPIER, TREASURER OF THE
STATE OF CONNECTICUT

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

- 3. I am over eighteen (18) years of age and believe in the obligations of an oath.
- 4. _____ (firm name) is a party to a contract for investment services with
the Office of the State Treasurer (the "Contract").
- 3. All third party fees and agreements to pay third party fees attributable to the Contract are as
follows:

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

(Attach additional copies of this page as necessary.)

NOTE: For each third party fee arrangement described above, complete the attached Form A2a.

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

Signed: _____

Print Name: _____

Title: _____

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

Notary Public/Commissioner of the Superior Court

¹¹ Please attach documents evidencing the terms of the fee arrangement and services.

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

ADDENDUM TO AFFIDAVIT OF THIRD PARTY FEES

For each third party 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.

Attach additional pages as necessary.

Exhibit B to Annex 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:

- (f) the bidder’s success in implementing an affirmative action plan;
 - (g) 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;
 - (h) the bidder’s promise to develop and implement a successful affirmative action plan;
 - (i) 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
 - (j) 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.

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

DEFINITIONS

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

First/Mid Level Officials and Managers. Individuals who serve as managers, other than those who serve as Executive/Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at 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.

Professionals. Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications. Examples of these kinds of positions include: accountants and auditors; airplane pilots and flight engineers; analysts (budget, credit, financial, management); architects; artists; chemists; computer programmers; designers; 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.

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

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)

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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Exhibit D to Annex A SEEC FORM 10

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

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

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on following pages):

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 (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees);

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

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

Penalties for Violations

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

Civil penalties – Up to \$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 up to \$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 not more than \$5000 in fines, or both.

Contract Consequences

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

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

The state 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.

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.

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

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

Receipt Acknowledged:

Signature: _____
Name:
Title:

Company Name: _____
Date of Signature: _____