



**Request for Proposals for  
SECONDARY ADVISORY SERVICES**

**December 17, 2021**

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

**Deadline: Friday, January 14, 2022 – 4:00 p.m. EST**

**STATE OF CONNECTICUT  
OFFICE OF THE TREASURER**

**REQUEST FOR PROPOSALS  
FOR  
SECONDARY ADVISORY SERVICES**

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**Legal and Policy Attachments (Please visit the Treasurer’s website for copies of the forms listed below. Directions for completing these forms are also found on the website and within this RFP. <https://portal.ct.gov/OTT/Doing-Business/Compliance-Reporting>)**

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## **Section I - Introduction and Purpose of the RFP**

The State of Connecticut, acting through its Treasurer (hereinafter the “State” or the “Treasurer”) hereby requests proposals from qualified firms (each, a “Respondent”) interested in providing advisory services related to the potential disposition or acquisition of private market assets through secondary transactions as set forth herein (“Secondary Advisory Services”). The State intends to use this Request for Proposals (“RFP”) process to select a firm or firms to provide the Secondary Advisory Services to the Office of the Treasurer as outlined herein.

The Treasurer, elected quadrennially, serves as the principal fiduciary of the \$46 billion Connecticut Retirement Plans and Trust Funds (the “CRPTF”), which is currently comprised of six retirement plans and nine trust funds. The Office of the Treasurer’s Pension Funds Management Division (“PFM”) assists the Treasurer in development of investment policy and is responsible for the execution of the investment programs of the CRPTF. An independent Investment Advisory Council (“IAC”), appointed pursuant to Connecticut General Statutes §3-13b, is charged with advising the Treasurer on matters pertaining to the investment of the CRPTF’s assets, and the Chief Investment Officer (“CIO”) of the Office of the Treasurer oversees the day-to-day PFM operations. The Investment Policy Statement (“IPS”) for the CRPTF, located at <https://portal.ct.gov/OTT/Pension-Funds/Investment-Policy/Investment-Policy-Statement> can be referenced for additional information on the CRPTF, its combined investment funds, and the IAC.

The primary purpose of this RFP is to identify and retain the most qualified firm or firms to provide Secondary Advisory Services on an ongoing basis, as described below in Section II, Scope of Services, to the Office of the Treasurer (the “Treasurer”). The CRPTF’s near-term objective for engaging a Secondary Advisory Services firm or firms is to explore options for the sale of certain of private market assets to rationalize non-core holdings to improve long-term return potential and support the deployment of potential proceeds into investment opportunities that are better aligned with the private market strategic pacing plan objectives. The State expects to select Respondent(s) to provide Secondary Advisory Services for a five (5) year period. The selected Respondent(s) will be expected to execute a personal services agreement with the State of Connecticut, acting through its Treasurer to become a Contractor with the State.

All responses must be submitted by **January 14, 2022**, via email to the attention of Ted Wright, Chief Investment Officer at [PFM.RFP@ct.gov](mailto:PFM.RFP@ct.gov).

## **Section II – Scope of Services**

The selected Respondent(s) will work with the Treasurer and/or CIO and designated PFM staff to provide Secondary Advisory Services, including the services listed below.

- A. Evaluate the holdings in the private market portfolio, with an initial focus on the Private Investment Fund (“PIF”) portfolio. A summary of the PIF portfolio as of June 30, 2021 is shown in Exhibit I.
- B. Provide a recommendation(s) on the potential sale of certain of private market holdings to assist the CRPTF in achieving the objectives outlined in Section I. The recommendation(s) should include, but not be limited to the following.

1. The identification of assets to be considered for sale (the “Designated Holdings”), including the expected secondary market valuation for each asset included in the Designated Holding and the total for the Designated Holdings.
  2. An analysis of structures and strategies that may be utilized to sell the Designated Holdings, including recommendations to optimize the outcomes consistent with the CRPTF’s objectives.
  3. As requested by the Treasurer or the CIO, present the firm’s recommendation(s) to the IAC.
- C.** Prepare for and manage the marketing of the final Designated Holdings, including, but not limited to the following.
1. Assembling all required information and documentation for the Designated Holdings.
  2. Preparation and dissemination of all marketing materials to qualified potential buyers, with such materials in compliance with all applicable securities laws.
  3. Responding to all inquiries from potential buyers, including providing follow-up information as appropriate and in compliance with all confidentiality requirements.
- D.** Manage and execute the sale of all, or certain, of the Designated Holdings, including but not limited to:
1. Collecting indicative offers from potential buyers, including pricing and other commercial terms.
  2. Negotiating price and terms proposed by potential buyers.
  3. Providing a review of all final offers from potential buyers, including a selection recommendation to the CRPTF.
  4. Obtain all required approvals from the managers of funds that may be sold or otherwise transferred.
  5. Working in conjunction with the General Counsel of the Office of the Treasurer and the Office of the Attorney General of the State of Connecticut, as necessary, to prepare all legal documentation required for the sale of any Designated Holdings.
- E.** Ongoing Secondary Advisory Services may include but not be limited to the following.
1. Provide on-going advice and counsel to the Treasurer and the CIO regarding the sale or purchase of private assets through the secondary market.

### **Section III - Fees**

Please provide your fee proposal for the requested services as outlined in **Section II**.

## **Section IV – Contract Term**

The Treasurer intends to enter into a contract for a five-year term, beginning no later than July 1, 2022. The contract shall include a 30-day termination provision at the Treasurer’s sole discretion.

## **Section V – Minimum Qualifications**

Respondents submitting a proposal in response to this RFP must demonstrate the following minimum qualifications in order to be considered for this RFP:

1. At least five (5) years of experience by the firm’s key professionals and the firm in providing Secondary Advisory Services on private equity and other alternative assets to pension funds and other institutional investors with a minimum of \$10 billion in assets.
2. During the last four years, the firm has evaluated, structured and executed more than \$2 billion of total private equity secondary transactions on behalf of at least five (5) institutional clients, including at least two (2) pension fund clients.
3. Firm must be properly registered and/or licensed to conduct advisory services in all jurisdictions in which it operates. Proof of licensure or registration must be furnished.
4. Neither key professionals nor the firm have any material or potential conflicts of interest that are not disclosed on **Attachment K** of the Legal and Policy Attachments.

## **Section VI – Submission Deadline**

Proposals must be received by 4:00 PM EST on Friday, January 14, 2022. All proposals must be emailed to [PFM.RFP@ct.gov](mailto:PFM.RFP@ct.gov) and include the words “Secondary Advisory Services RFP” in the subject line.

*See **Section VIII** for instructions on the required format and content for response.*

## **Section VII – Evaluation Criteria**

The following criteria will be used to evaluate each respondent’s proposal. In addition, the respondents will be evaluated against: (1) meeting the Minimum Qualifications set forth in **Section V**; (2) their written responses to **Section VIII** questions; (3) any additional written information requested by the Treasurer’s Office; and (4) conformance with RFP instructions and specifications:

### **A. Firm:**

1. Firm’s focus on secondary advisory services.
2. The number of years the firm has been in business and the number of years the firm has had a secondary advisory business.
3. Size of firm and volume of secondary transactions managed annually.
4. Extent of secondary advisory experience provided to institutional investors, especially public pension plans of similar size to the CRPTF.
5. Financial soundness of firm and financial capability to provide the requested services.
6. Evidence of organizational stability, depth and breadth.

7. Commitment of firm resources dedicated to this mandate.
8. Client references.

**B. Professional Staff:**

1. Expertise and experience of the firm's professionals providing secondary advisory services.
2. Tenure of the secondary advisory team.
3. Deep understanding and relationships with potential secondary market investors.
4. Demonstrated success achieving client's objectives through secondary transactions.
5. High quality client service with demonstrated commitment to understanding and serving client needs.
6. Evidence that neither key professionals nor the firm have any material or potential material conflicts of interest.
7. Expertise and experience of firm's resources to ensure efficient execution of required administrative, marketing, and legal processes to support the Scope of Services.

**C. Connecticut-Specific Requirements and Considerations:**

1. Knowledge of Connecticut laws relating to the investment of the CRPTF's funds.
2. Connecticut presence as evidenced by the number of offices the Respondent maintains in Connecticut and the number of Connecticut residents employed in those offices.
3. Equal employment opportunity record as evidenced by the composition of the Respondent's personnel and the Respondent's affirmative action and equal employment opportunity policies and practices.
4. Corporate Citizenship policies, as reflected in firm's response to the Corporate Citizenship disclosure, Legal and Policy Attachment F hereto.
5. Overall compliance with State and Federal laws and policies as evidenced in the completion of the Legal and Policy Attachments and the required submissions.

**D. Cost:**

1. Competitiveness of the fee proposal.
2. The State reserves the right to negotiate the final contract terms, including pricing, with any respondent.
3. Fees and compensation will be an important factor in the evaluation process. The Treasurer, however, is not required to select the lowest-cost respondent.

## Section VIII – Form and Content of Responses

### A. Instructions:

1. **Official Agency Contact.** All communications with the Office of the Treasurer must be directed to the Official Agency Contact. The Official Agency Contact for purposes of this RFP is Ted Wright, Chief Investment Officer, whose contact information is as follows:

Ted Wright  
Chief Investment Officer  
Pension Funds Management, 2<sup>nd</sup> floor  
Office of the Treasurer  
165 Capitol Avenue  
Hartford, CT 06106  
Email address: [PFM.RFP@ct.gov](mailto:PFM.RFP@ct.gov) (include the words “Secondary Advisory Services RFP” in the subject line)  
Phone: 860.702.3195  
Fax: 860.702.3034

2. **Respondent’s Representatives.** Respondents must designate an authorized representative and one alternate. Provide the name, title, address, telephone, and e-mail address for each representative.
3. **Communications Notice.** All communications with the agency or any person representing this agency concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by respondents or their representatives may result in disqualification or other sanctions, or both.
4. **RFP Timeline (Schedule of Events).** The following timeline, up to and including the Deadline for Submitting Proposals, shall be changed only by an amendment to this RFP. Dates after the Deadline for Submitting Proposals are target dates only.

<i>December 17, 2021</i>	RFP Released
<i>December 31, 2021</i>	Deadline for Submitting RFP Questions
<i>January 14, 2022</i>	Deadline for Submitting Proposals
<i>Feb - March 2022</i>	Interviews with Respondents
<i>April 13, 2022</i>	Finalist(s) Presentation to IAC
<i>April 2022</i>	Contractor(s) Selected
<i>No later than July 1, 2022</i>	Start of Contract(s)

5. **Inquiry Procedures.** Respondents may submit questions about the RFP to the Official Agency Contact on or before 4:00 PM EST on December 31, 2021. Questions must be in writing and submitted by e-mail with the words “Secondary Advisory Services RFP” in the subject line. Questions will **not** be accepted over the telephone. Anonymous questions will not be answered. The agency reserves the right to provide a combined answer to similar questions. The agency will post official answers to the questions no later than 5:00 PM EST on January 7, 2022 on the agency’s website at <https://portal.ct.gov/ott>.



6. **Confidential Information.** Respondents are advised that the Office of the Treasurer is a constitutional Office of the State of Connecticut and its records, including responses to this RFP, are public record.

All responses to this RFP shall become the property of the Treasurer and will be kept confidential until such time as a contract is executed or negotiations for the award of such contract have ended. Thereafter, submissions are subject to public inspection and disclosure under the State of Connecticut Freedom of Information Act, Connecticut General Statutes Sections 1-200 et seq., as may be amended from time to time ("FOIA").

If a respondent in good faith believes that any portion of its submission is exempt from public disclosure under FOIA, then, in order to maintain confidentiality, the Respondent (a) should include an explanation containing the precise statutory basis for such exemption from disclosure under FOIA and (b) the material claimed to be exempt should be clearly marked "Confidential." The Treasurer will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for any inadvertent or intentional disclosure of such information, materials or data. Submissions marked as "Confidential" in their entirety will not be honored as such and the Treasurer will not deny public disclosure of all or any part of such submissions so marked. Only information marked "Confidential" that is accompanied with a precise statutory basis for such exemption under FOIA shall be safeguarded.

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

7. **Minimum Submission Requirements.** At a minimum, proposals must (a) be submitted before the deadline, (b) follow the required format, (c) be complete, and (d) include the required Attachments. **Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.**

8. **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: (a) success in implementing an affirmative action plan; (b) promise to develop and implement a successful affirmative action plan; (c) 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 (d) promise to set aside a portion of the contract for legitimate minority business enterprises.

9. **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 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 firm will be required to provide an updated disclosure at the time the contract is executed. See the **Directions** accompanying the **Legal and Policy Attachments** for instructions.
10. **Style Requirements.** Proposals must conform to the following requirements: (a) be word processed or typewritten, (b) use font size of not less than 12 points, (c) have margins of not less than 1" on the top, bottom, and sides of all pages, (d) display the Respondent's name on the header of each page, and (e) display page numbers at the bottom of each page.
11. **Meetings with Respondents.** At its discretion, the agency may convene meetings with respondents in order to gain a fuller understanding of the proposals. The meetings may involve interviews, presentations, or site visits. If the agency decides meetings are warranted, the Official Agency Contact will contact respondents to make an appointment. Any such meetings are expected to be scheduled in February and/or March 2022.

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

**1. Cover Letter**

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

- a. Respondent Information
  - i. Name of Respondent
  - ii. Business Location
  - iii. Mailing 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. Name and title
  - ii. Telephone Number
  - iii. Email address
- 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 V**. If the Respondent does not meet any of the minimum qualifications, the Respondent must

identify which qualification(s) are not met and make a detailed case as to why the Treasurer should consider the Respondent's firm and services.

- e. A statement that the Respondent has thoroughly reviewed the RFP and acknowledges and accepts all terms and conditions included in the RFP.
- f. A statement that the Respondent has read and accepts the agency's Investment Management Agreement and conditions in their entirety and without amendment, or has submitted proposed revisions.
- g. A statement that the Respondent has read and accepts the State's contract compliance requirements.

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

## **2. Fee Proposal**

- a. Provide your fee proposal for providing Secondary Advisory Services as outlined in the Section II.
- b. Please provide an estimate of any additional fees and expenses that may be incurred by the State in conjunction with the services outlined in Section II, including whether such fees and expenses are expected to be paid to the Respondent or third-parties.

## **3. Compliance**

- a. **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.
- b. Please state whether your firm employs a Compliance Officer. If so, what are the duties of the Compliance Officer? Describe your firm's policies and practices for monitoring employee ethics and compliance with law and firm policies. To whom does your Compliance Officer report? If you do not have a Compliance Officer, please describe who has this responsibility and how it is integrated into the individual's other responsibilities. This information should also be indicated on the required organizational chart.

## **4. Firm Questionnaire**

The following must be incorporated and included with your response to this RFP. Submit your responses in the same order as the questionnaire, listing the question first (including the letter and number) followed by your answer.

### **a. Firm Overview**

- i. Provide your firm's complete name and primary address, include the name, title, address, telephone number and email address of a primary and an alternate contact person who is authorized to act for the firm for this RFP. Briefly list the other

geographic locations of your offices and describe the functions performed in each of those offices.

- ii. Provide a brief history of your firm, including any parent organization.

**b. Firm Ownership**

- i. Describe the firm's ownership structure. Detail the percentages owned by employees and its distribution. What percentage does the majority owner hold? Please provide the name, relationship and percentage ownership of:
  - 1) Each parent organization
  - 2) Other affiliated organizations
  - 3) Describe the concentration of the firm's economic ownership by listing the percentage owned by the three largest owners.
  - 4) Describe the concentration of the firm's voting ownership by listing the percentage voting interest owned by the three largest owners.
- ii. Describe any significant ownership changes, restructurings or personnel reorganizations over the past three years. Are any significant organization changes anticipated? If yes, please describe.
- iii. If your firm is part of a larger company, provide the parent company's credit rating.
- iv. Is your firm a separate legal entity? Does it have a separate credit rating?
- v. If your firm is part of a larger company, how are profits remunerated to the advisory services group?
- vi. Is your firm considered a minority or emerging secondary advisor?

**c. Organization – Legal, Insurance, Audit and Data Security**

- i. Within the last five (5) years, has your organization, or an officer or principal, or any key personnel that would be assigned to this engagement, been involved in any business litigation or other legal or regulatory proceedings? If so, provide an explanation and indicate the current status or disposition.
- ii. List substantive issues raised by independent auditors in your Form ADV, SAS 70 / SSAE 16 and issues published in your annual audited financial statements or Form 10K (if applicable). Provide a copy of the most recent Form ADV, annual report, Form 10-Q (if applicable) and SAS 70 / SSAE 16 and label appropriately.
- iii. Please describe the level of coverage for errors and omissions insurance, professional liability insurance, and cyber insurance. List the insurance carrier(s) supplying the coverage.

- iv. Does the firm carry fiduciary liability insurance? If so, what is the level of coverage?
- v. Describe anti-fraud and cyber-security measures that are currently in place to ensure the integrity of the firm's database, transfer and storage of electronic information, and the protection from unauthorized access.
- vi. Who is the firm's auditor? Has the firm changed auditors in the past three years? If so, explain.

**5. Clients:**

- a. Regarding the firm's secondary advisory services practice, quantify the number of public pension fund clients in total and the number that have over \$5 billion in assets.
- b. Please provide the following information for each of the past three (3) years ending June 30<sup>th</sup>:
  - i. For secondary advisory services, total number of clients, secondary sale mandates managed, and total value of assets sold by the firm in U.S. dollars.

**6. Personnel – Qualifications, Roles and Compensation:**

- a. Provide an organizational chart for the firm's executive management, senior investment officers, and the secondary advisory team. Denote geographic locations. Describe experience, education, training, and certifications; number of years of industry experience; and firm tenure for each employee listed as a member of the secondary advisory team in the organizational chart.
- b. Supply information on any programs and initiatives that the firm has in place that supports minority and/or women in the workplace.
- c. Identify any emerging, minority, and/or woman-owned service providers that would be utilized to deliver the Scope of Services contemplated. Describe these relationships and provide an indication of the volume of business conducted through these firms.
- d. Quantify the number of professionals employed by the firm across all business lines. Provide a table listing all professional turnover (hires and departures) for the past three (3) years, specifying roles and responsibilities. Please ensure that this list includes all the decision-making professionals in the secondary advisory services team.
- e. Quantify the total number of employees dedicated to providing secondary advisory services. How many dedicated secondary advisory professionals do you have and how are they organized? Provide position descriptions for each of the investment professionals dedicated to secondary advisory services. To what extent do you leverage other teams within your organization, if applicable?
- f. Describe the roles of the secondary advisory services team members and how they interact.
- g. Please describe how the firm's compensation structure for secondary advisory services professionals aligns their interests with that of the State of Connecticut.

- a. Is any part of compensation deferred? If so, what proportion is deferred and for how long?

## **7. Outline of Work**

- a. Work Plan - Provide a detailed, task-oriented breakdown for each activity in the Scope of Services. Respondents wishing to add activities to those specified must show the additions as separately numbered tasks.
- b. Methodologies - Describe how each activity will be accomplished, providing a detailed explanation of the procedures or processes that will be used to attain the expected outcomes; include a description of the proposed method of working with the agency, the resources or services requested of the agency, if any, and the proposed method of receiving agency approval of deliverables.
- c. Deliverables - List and describe the form and content of each work product, report and recommendation you would provide to the State during the search process. Provide samples.
- d. Schedule - Include a proposed work schedule, by activity, indicating when each activity will be accomplished. Identify any significant milestones or deadlines. Include due dates for all deliverables.
- e. Personnel Resources:
  - i. Staffing Plan - Identify the personnel resources that will be assigned to each activity delineated in the work plan (above). State the proportion of time that personnel will allocate to each task of the project.
  - ii. Key Personnel - Identify the key personnel that will be assigned to this project. Attach resumes reflecting their qualifications, including related work experience. Note: The Office of the Treasurer must be notified in writing and in advance regarding the departure of any key personnel from the project.

## **8. Organization Relationships:**

Identify all subcontractors the Respondent plans to hire in the performance of the services outlined in this RFP, and explain how your firm will ensure that those subcontractor(s) comply with all contractual requirements, including those related to confidentiality, double fees and conflicts of interest.

- a. Subcontractors - If you intend to use any subcontractors to deliver any of the services, please identify the subcontractors as follows:
  - i. Name of firm
  - ii. Address of firm
  - iii. Primary contact person and key personnel (Name, title and contact information)
  - iv. Specific services the firm will provide

- v. Ownership of firm
- vi. Three (3) references

**9. References:**

Provide the following information from three (3) current or recent (within the past 12 months) secondary advisory services clients: client name and address, contact name, title, phone number and email address and a brief statement of services rendered.

**10. Financial Condition:**

If the Respondent is a firm or corporation, include the two most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If a respondent has been in business for less than two years, such respondent must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such respondent or corporation. Non-U.S. firms must provide audited financial statements that comply with International Accounting Standards.

**Section IX - RFP Conditions**

1. All proposals submitted in response to this RFP will become the sole property of the Office of the State Treasurer.
2. The State Treasurer shall be required, as a part of the procurement process, to certify that the Respondent awarded this contract was not selected as a result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
3. The successful Respondent will be required to complete Attachment E of the Legal and Policy Attachments regarding the giving of gifts. The failure to provide such affidavit shall be grounds for disqualification.
4. Inclusion of Taxes in Prices – The Office of the Treasurer is exempt from the payment of excise, transportation, and sales and use taxes imposed by the Federal Government or any state or local government. Such taxes must not be included in your fee proposal.
5. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP will become the sole property of the Office of the State Treasurer.
6. Timing and sequence of events resulting from this RFP will ultimately be determined by the Office of the State Treasurer.
7. The Respondent agrees that the proposal will remain valid for a period of 180 days after the deadline for submission and may be extended beyond that time by mutual agreement.

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



## Summary of the Private Investment Fund Portfolio\*

As of June 30, 2021

Page 1 of 2

Fund Name	Vintage	Commitment	Unfunded	NAV
Aldrich Capital Partners Fund, L.P.	2018	\$50,000,000	\$13,450,389	\$51,819,943
Altaris Constellation Partners IV, L.P.	2018	\$10,000,000	\$3,683,873	\$9,755,412
Altaris Health II	2008	\$40,000,000	\$5,567,183	\$2,975,529
Altaris Health Partners III, L.P.	2014	\$50,000,000	\$4,070,604	\$74,021,784
Altaris Health Partners IV, L.P.	2018	\$40,000,000	\$12,142,085	\$51,086,903
Altaris Health Partners V, L.P.	2021	\$100,000,000	\$97,271,729	\$2,974,360
Apollo Investment Fund IX, L.P.	2018	\$125,000,000	\$70,585,369	\$67,601,255
Apollo Investment Fund VIII, L.P.	2014	\$125,000,000	\$16,960,757	\$88,883,067
Avance Investment Partners, L.P.	2021	\$100,000,000	\$103,248,686	(\$719,781)
BC European Capital X, L.P.	2017	\$90,385,778	\$13,011,330	\$121,462,225
Boston Ventures VII, L.P.	2007	\$75,000,000	\$12,388,419	\$8,066,534
Castlelake Fund II, L.P.	2012	\$50,000,000	\$3,750,659	\$26,345,104
Clearlake Capital Partners III, L.P.	2012	\$40,000,000	\$17,111,629	\$20,867,633
Clearlake Capital Partners IV, L.P.	2015	\$50,000,000	\$16,283,651	\$57,440,237
Clearlake Capital Partners V, L.P.	2018	\$60,000,000	\$17,380,596	\$92,910,484
Clearlake Capital Partners VI, L.P.	2020	\$75,000,000	\$39,435,193	\$52,976,813
Clearlake Flagship Plus Partners, L.P.	2021	\$100,000,000	\$90,209,098	\$24,662,069
Constitution Fund V, LLC - Series C	2019	\$75,000,000	\$43,868,843	\$40,777,269
Constitution Fund V, LLC - Series D	2019	\$25,000,000	\$15,165,690	\$9,649,025
Constitution Fund V, LLC - Series E	2020	\$75,000,000	\$62,131,993	\$14,205,159
Constitution Fund V, LLC - Series A	2016	\$130,000,000	\$10,905,600	\$278,702,814
Constitution Fund V, LLC - Series B	2017	\$20,000,000	\$3,729,594	\$15,568,007
Constitution Liquidating Fund, L.P.	1987	\$640,000,552	\$0	\$4,566,523
Court Square Capital Partners II, L.P.	2007	\$93,793,953	\$3,246,335	\$5,325,141
Court Square Capital Partners III, L.P.	2013	\$50,000,000	\$3,293,161	\$48,700,756
Crescendo III, L.P.	1998	\$36,825,000	\$0	\$71,637
CT Horizon Legacy Fund, L.P.	2008	\$15,000,000	\$2,565,598	\$931,270
Dover Street X, L.P.	2020	\$100,000,000	\$70,000,000	\$42,428,304
EQT VIII SCSP	2017	\$81,912,111	\$20,396,599	\$117,116,043
Ethos Private Equity Fund V, L.P.	2006	\$50,000,000	\$19,619	\$2,797,930
Fairview Constitution II, L.P.	2005	\$200,000,000	\$3,112,810	\$47,641,555
Fairview Constitution III, L.P.	2007	\$300,000,000	\$18,292,740	\$272,871,833
Fairview Constitution IV, L.P.	2012	\$150,000,000	\$7,476,462	\$316,553,668
Freeman CT Horizon Investment Fund, LLC	2019	\$50,000,000	\$36,870,372	\$20,202,862
FS Equity Partners V, L.P.	2004	\$75,000,000	\$14,503,532	\$7,514,806
FS Equity Partners VI, L.P.	2009	\$75,000,000	\$611,687	\$36,304,760
Garmark Partners II, L.P.	2005	\$75,000,000	\$0	\$850,176
GCM Grosvenor - CT Cleantech Opportunities Fund LP	2007	\$25,000,000	\$2,057,743	\$1,774,419
GenNx360 Capital Partners II	2014	\$25,000,000	\$1,353,863	\$30,713,012
Georgian Partners Growth Fund V, L.P.	2020	\$75,000,000	\$30,225,776	\$58,701,015
Gilbert Global Equity Partners, L.P.	1998	\$135,119,738	\$0	\$0
Hg Genesis 9 L.P.	2021	\$62,140,222	\$59,459,476	\$8,112,699
Hg Saturn 2 L.P.	2020	\$100,000,000	\$73,250,824	\$52,983,002
Hollyport Secondary Opportunities Fund VII LP	2020	\$75,000,000	\$45,000,000	\$60,257,214

\* Commitment, Unfunded, and NAV amounts for funds denominated in non-US dollars are shown in US dollar equivalents. May include estimates; may exclude certain vehicles and any commitments that had not been activated as of June 30, 2021.

## Summary of the Private Investment Fund Portfolio\*

As of June 30, 2021

Page 2 of 2

Fund Name	Vintage	Commitment	Unfunded	NAV
ICG Europe Fund VII, L.P.	2018	\$84,736,667	\$32,355,776	\$83,871,703
ICV Partners II, L.P.	2005	\$40,000,000	\$1,130,635	\$788,526
Insight Partners Opportunities Fund I, L.P.	2021	\$75,000,000	\$55,500,000	\$18,547,423
J.F. Lehman Equity Investors III, L.P.	2011	\$49,000,000	\$6,670,251	\$19,038,117
J.F. Lehman Equity Investors IV, L.P.	2017	\$75,000,000	\$3,132,268	\$107,350,431
JFL Equity Investors V, L.P.	2020	\$100,000,000	\$52,971,142	\$43,787,418
K5 Private Investors, L.P.	2020	\$125,000,000	\$119,597,817	\$4,128,502
KKR 2006 Fund, L.P.	2007	\$125,000,000	\$2,239,416	\$26,548,381
KKR Millennium Fund, L.P.	2002	\$100,000,000	\$0	\$80,946
Landmark Equity Partners XIV, L.P.	2010	\$100,000,000	\$2,700,619	\$15,538,655
Landmark Equity Partners XV, L.P.	2013	\$100,000,000	\$20,575,086	\$49,842,331
Landmark Equity Partners XVI, L.P.	2017	\$100,000,000	\$69,271,550	\$51,147,938
Leeds Equity Partners V, L.P.	2009	\$40,000,000	\$5,580,596	\$7,413,869
Leeds Equity Partners VI, L.P.	2017	\$75,000,000	\$15,241,572	\$104,678,982
Leeds Equity Partners VII, LP	2021	\$150,000,000	\$150,000,000	(\$663,848)
Levine Leichtman Capital Partners IV, L.P.	2008	\$75,000,000	\$13,696,960	\$10,032,447
Levine Leichtman Capital Partners V, L.P.	2013	\$75,000,000	\$8,959,723	\$73,118,714
Livingbridge 7	2021	\$132,315,387	\$134,458,288	(\$2,925,151)
M2 - Connecticut Emerging Private Equity Fund-of-Funds, L.P.	2008	\$105,000,000	\$6,310,207	\$11,173,930
Nutmeg Opportunities Fund II LLC - CTD Direct Investment	2017	\$50,000,000	\$50,000,000	\$0
Nutmeg Opportunities Fund II LLC - EM	2017	\$35,000,000	\$9,081,167	\$35,402,156
Nutmeg Opportunities Fund II LLC - SMMBF	2018	\$65,000,000	\$14,861,724	\$69,184,931
Nutmeg Opportunities Fund L.P. CT - EM	2010	\$35,000,000	\$17,442,311	\$36,683,286
Nutmeg Opportunities Fund L.P. CT - SMMBF	2010	\$75,000,000	\$25,071,404	\$47,246,915
One Rock Capital Partners III, L.P.	2021	\$125,000,000	\$98,530,940	\$25,281,870
Pegasus Partners IV, L.P.	2007	\$75,000,000	\$400,000	\$13,363,687
Pegasus Partners V, L.P.	2012	\$50,000,000	\$0	\$41,896,483
PineBridge Global Emerging Markets Partners, LLC	1997	\$85,168,457	\$2,354,066	\$1,681,711
RFE Investment Partners VII, L.P.	2008	\$40,000,000	\$327,148	\$6,458,611
RFE Investment Partners VIII, L.P.	2012	\$40,000,000	\$401,656	\$27,868,538
Secondary Overflow Fund IV L.P.	2019	\$100,000,000	\$79,367,467	\$25,985,139
Siris Partners IV, L.P.	2018	\$50,000,000	\$25,445,860	\$34,361,666
Stellrex Capital Partners II, L.P.	2021	\$100,000,000	\$88,931,538	\$9,812,405
Syndicated Communications Venture Partners V, L.P.	2006	\$27,267,140	\$0	\$20,405
TA XI, L.P.	2010	\$75,000,000	\$1,191,585	\$77,252,098
Thomas H. Lee Equity Fund VI, L.P.	2007	\$100,000,000	\$0	\$96,431
Vista Equity Partners Fund III, L.P.	2008	\$50,000,000	\$3,894,584	\$5,263,443
Vista Equity Partners Fund IV, L.P.	2012	\$75,000,000	\$11,775,514	\$54,786,577
Vista Equity Partners Fund VI, L.P.	2016	\$100,000,000	\$19,393,486	\$154,248,843
Vista Equity Partners Fund VII, L.P.	2018	\$100,000,000	\$36,733,100	\$72,574,165
Vistria Fund III, LP	2020	\$75,000,000	\$24,500,341	\$63,158,580
WCAS XIII, L.P.	2019	\$125,000,000	\$93,519,869	\$36,249,167
Wellspring Capital Partners V, L.P.	2011	\$75,000,000	\$26,591,714	\$25,686,199
Wellspring Capital Partners VI, L.P.	2018	\$75,000,000	\$25,789,644	\$68,169,776
Welsh, Carson, Anderson & Stowe XI, L.P.	2009	\$100,000,000	\$0	\$29,128,223
Welsh, Carson, Anderson & Stowe XII, L.P.	2016	\$100,000,000	\$2,748,067	\$144,152,374
WLR Recovery Fund IV, L.P.	2007	\$100,000,000	\$3,443,659	\$1,407,463
Yucaipa American Alliance Fund II, L.P.	2008	\$75,000,000	\$77	\$67,051,884
Yucaipa American Alliance Fund III, L.P.	2015	\$39,250,000	\$6,131,062	\$36,426,411

\* Commitment, Unfunded, and NAV amounts for funds denominated in non-US dollars are shown in US dollar equivalents. May include estimates; may exclude certain vehicles and any commitments that had not been activated as of June 30, 2021.



**State of Connecticut**  
**Office of the Treasurer**  
**Legal and Policy Attachments**

**Directions for Completion of Legal and Policy Attachments**

**A link to each of the statutes cited and the required attachments are provided on page 20.**

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

Please provide requested information and sign where indicated.

**AND**

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

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

**B. Attachment B NONDISCRIMINATION CERTIFICATION:** Any entity or individual entering into a contract with the state is required to provide documentation that the entity or individual has a policy that complies with the nondiscrimination agreement and warranty under Connecticut General Statutes § 4a-60(a)(1) (which prohibits discrimination based on race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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). Conn. Gen. Stat. §4a-60(d) defines "marital status" and "mental disability". Conn. Gen. Stat. §46a-51 defines "gender identity or expression." Connecticut recognizes same sex marriages. See Conn. Gen. Stat. §46b-20, which defines "marriage" as the "legal union of two persons."

An authorized signatory must execute a **NONDISCRIMINATION CERTIFICATION** on behalf of corporate or business entities, evidencing compliance with the above requirements at the time the contract is signed. A sample Certification is included.

**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.**

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

The information requested expands on the information provided in Attachment A, by asking for information on the demographics of Respondents' upper level management, recent promotion statistics, and equal opportunity and affirmative action policy.

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

Any person or entity wishing to do business with the State Treasurer must disclose in writing any payment or receipt of third party fees, or agreement to pay or receive third party fees attributable to the contract. This includes direct and indirect payments, including any payments made or to be made to subagents, and Respondent has a duty to inquire with respect to indirect payments. This disclosure requirement is imposed by Conn. Gen. Stat. § 3-13j for all investment services contracts.

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

This affidavit must be signed by the chief official of the Respondent. If Respondent has no fees or agreements to report, please insert "none" on the affidavit.

**E. Attachment E TREASURY GIFT AFFIDAVIT:**

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

**F. Attachment F CORPORATE CITIZENSHIP:**

All Respondents are asked to demonstrate their commitment to being a good corporate citizen by providing information on their policies on charitable giving and civic activities they sponsor or participate in which improve the communities in which they are located and do business. Attachment F includes a list of questions, and Respondents are encouraged to report any other activities evidencing their commitment to being a good corporate citizen.

**G. Attachment G NOTICE OF CERTAIN LEGAL PROCEEDINGS:**

The purpose of this disclosure is to inform the Treasurer of any legal proceedings or investigations in the recent past or that are ongoing that could have a material effect on Respondent's ability to perform services

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

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

State law prohibits the State Treasurer from entering into a contract for investment services with any firm when a political committee established by the firm, or any "principal of the investment services firm," as defined in the law, has contributed to or solicited contributions on behalf of an exploratory or candidate committee established by the State Treasurer for her nomination or election to the Office of State Treasurer. See Conn. Gen. Stat. §§1-84(n), 9-612(e). In addition, state law prohibits certain entities and individuals from making contributions to or knowingly soliciting contributions from employees, subcontractors or principals of subcontractors on behalf of candidates for statewide office or the General Assembly. Respondents that do not maintain in the ordinary course of business the information needed to complete the required attestation, are required to perform the inquiry necessary to complete this affidavit.

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

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

J. Attachment J **ANTI-TERRORISM; FOREIGN ASSET CONTROL REGULATIONS; FOREIGN CORRUPT PRACTICES ACT:**

The purpose of this attachment is to assist the Treasurer in fulfilling her statutory duty under Conn. Gen. Stat. §3-13d(a) to consider the implications of any investment in relation to the foreign policy and national interests of the United States and to avoid the investment of pension funds in entities that are contributing to the threat of global terrorism.

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

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

L. Attachment L **IRAN CERTIFICATION:**

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

M. Attachment M **EVALUTATION AND IMPLEMENTATION OF SUSTAINABLE PRINCIPLES**

N. Attachment N **Consultant Questionnaire**

### **Links to Statutes**

Conn. Gen. Stat. § 1-79 [http://www.cga.ct.gov/current/pub/chap\\_010.htm#sec\\_1-79](http://www.cga.ct.gov/current/pub/chap_010.htm#sec_1-79)

Conn. Gen. Stat. § 1-84 [http://www.cga.ct.gov/current/pub/chap\\_010.htm#sec\\_1-84](http://www.cga.ct.gov/current/pub/chap_010.htm#sec_1-84)

Conn. Gen. Stat. § 3-13d [http://www.cga.ct.gov/current/pub/chap\\_032.htm#sec\\_3-13d](http://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13d)

Conn. Gen. Stat. § 3-13j [http://www.cga.ct.gov/current/pub/chap\\_032.htm#sec\\_3-13j](http://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13j)

Conn. Gen. Stat. § 3-13l [http://www.cga.ct.gov/current/pub/chap\\_032.htm#sec\\_3-13L](http://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13L)

Conn. Gen. Stat. § 4-250 et seq. [http://www.cga.ct.gov/current/pub/chap\\_055c.htm](http://www.cga.ct.gov/current/pub/chap_055c.htm)

Conn. Gen. Stat. § 4-252a [http://www.cga.ct.gov/current/pub/chap\\_055c.htm#sec\\_4-252a](http://www.cga.ct.gov/current/pub/chap_055c.htm#sec_4-252a)

Conn. Gen. Stat. § 4a-60 [http://www.cga.ct.gov/current/pub/chap\\_058.htm#sec\\_4a-60](http://www.cga.ct.gov/current/pub/chap_058.htm#sec_4a-60)

Conn. Gen. Stat. § 4a-81 [http://www.cga.ct.gov/current/pub/chap\\_058.htm#sec\\_4a-81](http://www.cga.ct.gov/current/pub/chap_058.htm#sec_4a-81)

Conn. Gen. Stat. § 9-612 [http://www.cga.ct.gov/current/pub/chap\\_155.htm#sec\\_9-612](http://www.cga.ct.gov/current/pub/chap_155.htm#sec_9-612)

Conn. Gen. Stat. § 46a-51 [http://www.cga.ct.gov/current/pub/chap\\_814c.htm#sec\\_46a-51](http://www.cga.ct.gov/current/pub/chap_814c.htm#sec_46a-51)

Conn. Gen. Stat. § 46b-20 [http://www.cga.ct.gov/current/pub/chap\\_815e.htm#sec\\_46b-20](http://www.cga.ct.gov/current/pub/chap_815e.htm#sec_46b-20)

Conn. Agency Regs. §§46a-68j-21 et seq. [http://www.ct.gov/chro/lib/chro/Contract\\_Compliance\\_Regs.pdf](http://www.ct.gov/chro/lib/chro/Contract_Compliance_Regs.pdf)

### **Link to Attachments**

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



## EXHIBIT II

### PERSONAL SERVICES AGREEMENT

This **PERSONAL SERVICES AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_, 2022 (the "Commencement Date"), between the **STATE OF CONNECTICUT**, acting through its Treasurer (the "Treasurer" or the "State") and - \_\_\_\_\_ a \_\_\_\_\_ corporation, having a principal place of business at \_\_\_\_\_ (the "Contractor").

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

WHEREAS, having engaged in a process designed to solicit and evaluate bids, the Treasurer has selected the Contractor based on the Contractor's proposal to provide \_\_\_\_\_ services, which may include but are not limited to, - \_\_\_\_\_. The Treasurer wishes to appoint the Contractor to provide such services, and the Contractor wishes to accept this appointment, on the terms and conditions set forth below; and

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

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

#### 1. **Term**

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

#### 2. **Definitions**

- A. "Agreement" shall mean this Personal Services Agreement.
- B. "C.G.S." shall mean the Connecticut General Statutes.
- C. "Commencement Date" shall have the meaning set forth in the introductory paragraph hereto.
- D. "Commission" shall mean the Connecticut Commission on Human Rights and Opportunities.
- E. "Contractor" shall mean \_\_\_\_\_.

- F. “Election Laws” shall mean C.G.S. Section 9-612, 9-613, *et seq*, as amended from time to time.
- G. “Gift Affidavit” shall have the meaning set forth in Section 24 (Gift Affidavit) hereof.
- H. “Internal Investigation” shall have the meaning set forth in Section 21 (Legal proceedings) hereof.
- I. “Proceeding” shall have the meaning set forth in Section 21 (Legal Proceedings) hereof.
- J. “State” shall mean the State of Connecticut, acting through its Treasurer.
- K. “State Ethics Code” shall mean Chapter 10 of the Connecticut General Statutes.
- L. “Treasurer” shall mean (i) the Office of the State Treasurer; (ii) the then-current Treasurer of the State of Connecticut in his capacity as trustee; and/or (iii) the State Treasurer’s authorized agent, employee or designee.

### 3. **Scope of Services**

- A. **[Insert from RFP]**

### 4. **Compensation**

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



Office of the Treasurer  
State of Connecticut  
165 Capitol Avenue  
Hartford, CT 06106  
Attention: Pension Fund Management Division

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

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

- A. The Contractor represents and warrants that it is fully experienced and properly qualified to perform the services provided for herein and that it is properly licensed, equipped, organized and financed to perform such services.
- B. The Contractor represents and warrants that neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will violate any agreement or a contractual commitment to which the Contractor is a party or by which it is bound, any law, regulation, order, or any provision of the Contractor's charter documents. The Contractor further represents and warrants that it is not a party to any existing agreement that would prevent the Contractor from entering into and performing this Agreement. For the term of this Agreement, the Contractor agrees not to enter into any other agreement that is in conflict with the Contractor's obligations under this Agreement.
- C. The Contractor represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the state of its organization and has full corporate power and authority to carry on its business as it has been and is currently being conducted.
- D. The Contractor represents and warrants that it has full power and authority to enter into and perform fully the terms of this Agreement and that the execution of this Agreement on behalf of the Contractor is duly authorized and, upon execution and delivery, this Agreement shall be binding upon the Contractor in accordance with its terms.
- E. The Contractor represents and warrants that it has completed, obtained and performed all applicable registrations, filings, approvals, licenses, authorizations, consents and/or examinations required by any government or governmental authority for entry into this Agreement and performance of the services contemplated herein, and the Contractor further represents and warrants that it shall maintain all such proper and required registrations, filings, approvals, licenses, authorizations, consents and/or examinations for the term of this Agreement.
- F. The Contractor represents and warrants that it shall act as an independent contractor in performing this Agreement and shall maintain complete control over its employees and any subcontractors hired by it to perform services hereunder.
- G. The Contractor represents and warrants that it shall perform all services hereunder in accordance with the terms of this Agreement and in compliance with all applicable federal, state and local laws, regulations, guidelines, permits, and requirements.
- H. The Contractor represents that services to be rendered hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

- I. The Contractor represents and warrants that neither any representation and warranty contained herein nor any written statements, certificates or documents delivered or to be delivered to the Treasurer or the Treasurer's designated representative(s) by or on behalf of the Contractor contains or will contain any misstatements of material fact, or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.
- J. The Contractor represents and warrants that the Contractor (including its key professionals) has no undisclosed material or potential conflict of interest with the Treasurer. Any previously undisclosed material or potential conflicts of interest are disclosed on **Attachment K – Conflicts of Interest** on the Compliance Reporting link, (see **Exhibit A for Compliance Reporting link**). Advisor represents and warrants that it shall, no less than annually and for the term of this Agreement, report to the Treasurer any changes to the disclosure provided in **Attachment K**.
- K. The Contractor shall promptly notify the Treasurer in writing in the event any of the foregoing acknowledgements, representations, warranties or agreements herein shall no longer be true.

## **6. Changes in Services**

When changes in services are required or requested by the Treasurer, the Contractor shall promptly estimate the monetary effect of such services and so notify the Treasurer. Subject to the terms and conditions set forth in Section 26 hereof (Amendments), the Contractor shall not implement any change in services under this Agreement unless such change is first approved by the Treasurer in writing. Unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in services.

## **7. Labor and Personnel**

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

## **8. Insurance Requirements**

- A. **Minimum Coverage Requirements.** At minimum, the Contractor shall at its sole cost and expense, during the term of this Agreement, procure and maintain in full force and effect the types and minimum limits of insurance coverage specified in this Section 8 (Insurance) against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. In no event shall the Contractor perform work under this Agreement until the required evidence of insurance has been furnished to the Treasurer. All insurance shall be procured from reputable insurers (rated A-, class X or better by A.M. Best & Company) that are approved/admitted to doing business in the State of Connecticut or otherwise acceptable to the Treasurer. Coverage for occurrences happening during the performance of the services provided hereunder shall be maintained in full force and effect under the policy.

- B. Comprehensive General Liability Insurance: The Contractor shall obtain and maintain occurrence-based commercial general liability insurance or similar coverage with a limit of not less than \$1,000,000 for each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- C. Professional Liability Insurance or Miscellaneous Professional Liability Insurance. The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit of not less than \$10,000,000. The Contractor's insurance policy must have a provision for a supplemental Extended Reporting Period ("ERP" a/k/a "tail coverage"). This tail coverage allows for claims to be reported after the policy is terminated for covered incidents that occurred while the Contractor was insured. Should the Contractor cease operations which would result in the termination of this claims-made policy prior to the expiration date of this agreement, the Contractor is required to activate the supplemental "ERP" or "tail" coverage by purchasing the extended coverage prior to the policy's termination. The Extended Reporting Period must be for one full year after termination.
- D. Cybersecurity Insurance. The Contractor shall obtain and maintain cyber liability insurance with a limit of not less than [\$1,000,000 for each claim and \$2,000,000 in the aggregate.]
- E. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the Treasurer. At the Treasurer's reasonable option, the Contractor shall reduce such deductibles or self-insured retentions, or shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- F. Certification. The Contractor shall certify to the Treasurer in writing upon execution of this Agreement on the Insurance Certificate located on the Compliance Reporting Link and, thereafter at least annually, the nature, amount of and carrier of insurance insuring the Contractor against the risks specified, and the indemnification obligations and liabilities of the Contractor contained in this Agreement. Prior to the execution of this Agreement and as requested by the Treasurer, the Contractor shall furnish the Treasurer in writing with proof of its insurance coverage. In doing so, the Contractor shall furnish the Treasurer with a true and correct copy of (a) the original insurance policies or (b) a Certificate of Insurance that shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the Treasurer. Notices of cancellation, termination, and alteration of such insurance or bond shall be delivered to the Treasurer immediately upon receipt by the Contractor.
- G. Cancellations, Modifications, Failures to Maintain, Etc. The Contractor shall not cancel or reduce such coverage as set forth in this Section 8 (Insurance Requirements), except upon thirty (30) days prior written notice to the Treasurer. Notices of cancellation, termination, and alteration of such insurance or bond shall be delivered to the Treasurer *via* certified mail immediately upon receipt by the Contractor. If at any time during the term of this Agreement the Contractor fails to obtain or maintain the required insurance, the Treasurer shall have the right to treat such failure as a breach of contract and to exercise all appropriate rights and remedies. Each of the insurance coverage's shall provide for at least

thirty (30) days prior written a notice to be given to the Treasurer in the event coverage is materially changed, canceled or non-renewed.

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

## **9. Quality Surveillance**

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

## **10. Nondisclosure**

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

## **11. Promotion**

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

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

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

## **12. Confidentiality**

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

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

### *Access to Contract and State Data.*

The Contractor shall provide to the Treasurer access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Agreement and the Treasurer that are in the possession or control of the Contractor upon demand and shall provide the data to the Treasurer in a format prescribed by the Treasurer and the State Auditors of Public Accounts at no additional cost.

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

## **13. Non-Discrimination Obligations**

A. The following subsections are set forth here as required by Section 4a-60, as amended, by State of the Connecticut General Statutes. References in this Section 13 to "Contractor" shall mean the Contractor, and references to "commission" shall mean the Connecticut Commission on Human Rights and Opportunities:

(1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut.

The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to C.G.S. Sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the Contractor as relating to the provisions of this Section and C.G.S. Section 46a-56.

- B. If this Agreement is a public works contract, municipal public works contract or contracts for a quasi-public agency project, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subContractors and suppliers of materials on such public works or quasi-public agency project.
- C. "Minority business enterprise" means any small Contractor or supplier of materials fifty-one per cent (51%) or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise and; (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- D. Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns, and practices; affirmative advertising, recruitment, and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- E. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- F. The Contractor shall include the provisions of subsection (A) above in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement with the

State and such provisions shall be binding on a subContractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. Section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subContractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

(1) the Contractor agrees and warrants that in the performance of this Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractors commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said commission pursuant to C.G.S. 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 C.G.S. Section 46a-56.

H. The Contractor shall include the provisions of subsection (G) above in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement with the state and such provisions shall be binding on a Contractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. Section 46a-56; provided that, if such Contractor becomes involved in, or is threatened with, litigation with a Contractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

For the purposes of this entire Non-Discrimination section, "Agreement" includes any extension or modification of the Agreement, "Contractor" includes any successors or assigns of the Contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders," or a record of or regarding a person as having one or more such disorders. For the purposes of

this Section, "Agreement" does not include a contract where each Contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in C.G.S. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

#### Nondiscrimination Certification.

Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box: ☐

#### **14. Fiduciary Duties**

By execution of this Agreement, the Contractor, to the extent that it exercises any discretionary authority or discretionary control respecting the management or disposition of the assets, or renders investment advice, acknowledges that it is a fiduciary with respect to the Office of the Treasurer, and asserts that it is registered and/or licensed pursuant to all applicable state and federal laws. The Contractor shall discharge such fiduciary duties under this Agreement solely in the interests of the Office of the Treasurer with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, and in accordance with the provisions of this Agreement.

#### **15. Indemnification**

The Contractor hereby indemnifies and shall defend and forever hold harmless the Treasurer, the Treasurer's officers, representatives and employees, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, liabilities, suits, judgments, fines, penalties, charges, interest, attorney's fees, costs and expenses of whatsoever kind or nature including those arising out of injury to or death of the Contractor's employees, whether arising before, during or after completion of the services hereunder, and in any manner directly or indirectly caused or occasioned by, or attributable or contributed to in whole or in part, any act of bad faith, negligence, willful misconduct, improper or unethical practice, infringement of intellectual property rights, breach of fiduciary duty, breach of trust, breach of confidentiality,



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

**16. Liability**

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

**17. Corporate Citizenship**

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

**18. Third Party Fee Disclosure**

The Contractor acknowledges and agrees that:

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

In accordance with the foregoing acknowledgement and agreements, the Contractor agrees to have its chief official authorized to enter into this Agreement complete and submit to the Treasurer a

sworn affidavit in the form of **Attachment D** (the “Third Party Fee Disclosure Affidavit”) on the Compliance Reporting link.

The Contractor represents that the information it has disclosed on the Third Party Fee Disclosure Affidavit is accurate and complete as of the date of this Agreement. The Contractor covenants to promptly report any changes to the disclosure provided on the Third Party Fee Disclosure Affidavit and to file an updated affidavit with the Treasurer on an annual basis as of June 30 of each contract year.

#### D. Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor represents that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "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 contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title		Name of Firm (if applicable)
Start Date	End Date	Cost
The basic terms of the consulting agreement are: _____		
_____		
_____		
Description of Services Provided: _____		

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Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: \_\_\_\_\_

Name of Former State Agency

Termination Date of Employment

**19. Campaign Contributions**

- A. The parties hereto acknowledge and agree that C.G.S. Sections 9-612 and 613 (as may be amended from time to time, the "Elections Laws") among other things, prohibits contributions to and limits solicitations on behalf of a candidate for the Treasurer of the State of Connecticut. The Contractor covenants not to make any campaign contributions or solicitations in violation of such Election Laws for the term of this Agreement. The Contractor further represents and agrees that (i) the Contractor, (ii) any and all directors or persons with 5% or greater ownership in the Contractor, (iii) any and all individuals employed as president, treasurer or executive vice president by the Contractor, (iv) any and all officers and employees of the Contractor with managerial or discretionary responsibilities with respect to the State, (v) the spouse or dependent child who is eighteen years of age or older of any of the foregoing, or (vi) a political committee established or controlled by the Contractor or any such individuals, did not during the last election cycle contribute to or solicit contributions on behalf of, and will not (for the term of this Agreement) contribute to, or solicit contributions on behalf of, any exploratory committee or candidate committee established by a candidate for nomination or election to the Office of the Treasurer of the State of Connecticut.
- B. If this Agreement has a value equal to or more than \$50,000 in a calendar year, then the Treasurer hereby notifies the Contractor that, pursuant to the Elections Laws, no principal of the Contractor, as defined in the Elections Laws ("Principal"), shall make a political contribution to or on or after January 1, 2011, knowingly solicit a political contribution from Contractor's employees or from a subcontractor or principals of a subcontractor of Contractor on behalf of: (i) an exploratory committee or candidate committee established by a candidate for election to any of the following offices of the State: Governor, Lieutenant Governor, Secretary of State, Treasurer, Comptroller, or Attorney General; (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates; or (iii) a party committee (each and together, a "Prohibited Contribution"). If the Contractor or a Principal makes or solicits a Prohibited Contribution, then the Treasurer at his sole discretion may void this Agreement immediately and without notice. If the Contractor or a Principal makes or solicits a Prohibited Contribution and the Treasurer decides not to void this Agreement, then this Agreement shall not be amended for that period of time proscribed by the Elections Laws.

- C. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as 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 Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See **Attachment H** on the Compliance Reporting link.

**20. Code of Ethics**

None of the Contractor, its principals, directors, members, officers, partners, employees or agents shall engage directly or indirectly in any financial or other transaction with any trustee, staff member, or employee of the Office of the Treasurer which would violate the standards set forth in the State of Connecticut Code of Ethics for Public Officials, as codified in Chapter 10, Part 1, Sections 1-79 through 1-90 of the Connecticut General Statutes. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement; (b) the Contractor represents that the chief executive officer or authorized signatory of the Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Agreement; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

**21. Notice of Certain Legal Proceedings, Internal Investigations**

- A. As of the date hereof, the Contractor shall have provided the Treasurer with a complete and accurate report in writing of any known or threatened (i) lawsuit, legal or administrative proceeding or governmental investigation, examination, complaint, disciplinary action, non-routine Securities and Exchange Commission inquiry or investigation, or other proceeding relating to the Contractor or any of its affiliates (including any proceedings to which the Contractor, its affiliates, or any of their respective officers, directors, principals, members, partners, managers or employees is a named party or of which any of such has been the focus), or of any other lawsuit, legal proceeding or governmental investigation (whether or not the Contractor or its affiliates, or any of their respective directors, officers, managers, or principal is a party thereto, but only to the extent the Contractor has knowledge thereof) relating to or affecting the Contractor's ability to perform its obligations under this Agreement or involving any investment professional

- employed by the Contractor who has performed or does perform any services for the Treasurer (each, a “Proceeding”) and (ii) formal internal investigations of the Contractor, or any of its directors, officers, principals, members, partners, managers, investment professionals or employees involved with providing services to the Treasurer under this Agreement relating to or affecting the Contractor’s ability to perform its obligations under this Agreement or involving any investment professional employed by the Contractor who has performed or does perform any services for the Treasurer (each, an “Internal Investigation”).
- B. During the term of this Agreement and to the extent permitted by law, the Contractor agrees to promptly notify the Treasurer in writing of the commencement or existence of any known or threatened Proceeding or Internal Investigation.
  - C. During the term of this Agreement and to the extent permitted by law, the Contractor agrees to promptly provide the Treasurer with any and all information reasonably requested by the Treasurer in response to disclosure made pursuant to this Section 21.
  - D. During the term of this Agreement and to the extent permitted by law, the Contractor shall promptly inform the Treasurer in writing of any material changes in the status of any pending Proceeding or Internal Investigation previously disclosed hereunder, and shall promptly update any information previously disclosed to the Treasurer related to any such Proceeding or Internal Investigation.

**22. Compliance; Duty to Update; Whistleblower**

- A. The Contractor, its employees, agents and representatives shall at all times comply with all applicable foreign, international, federal, state (including those of the State of Connecticut), county and local laws, ordinances, statutes, rules, regulations, registrations, filings, approvals, authorizations, consents examinations and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services hereunder, and all provisions required by such legal requirements are hereby incorporated by reference in this Agreement. The Contractor shall be solely responsible for obtaining current information on such laws and requirements. The Contractor shall promptly disclose to the Treasurer any changes in the Contractor’s status with respect to any such compliance and disclosure and shall immediately deliver any amended, modified or changed instruments, documents and other filings to the Treasurer.
- B. Without limiting the foregoing, this Agreement is subject to the provisions of §4-61dd of the Connecticut General Statutes. No officer, director or appointing authority of the Contractor may take or threaten to take any retaliatory personnel action against any employee of the Contractor who discloses information regarding corruption, unethical practices, violation of state laws or regulations, mismanagement, gross waste of funds, abuse of authority or danger to public safety occurring in any state department or agency to the Connecticut Auditors of Public Accounts or the Connecticut Attorney General. In the event that any such retaliatory action is taken or threatened, the Contractor shall be liable for civil penalties.

**23. Equal Opportunity and Diversity**

- A. The Contractor agrees and warrants that, in the performance of its duties hereunder, it shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, status as a veteran, gender, mental disability, sexual orientation or physical disability, including but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the services under this Agreement.
- B. The Contractor further agrees to use its best efforts to consider applicants with job-related qualifications for employment and that, once employed, employees are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, gender, mental disability, status as a veteran, sexual orientation, or physical disability. The Contractor agrees, represents and warrants that all solicitations or advertisements for employees placed by it or on its behalf shall state that the Contractor is “affirmative action – equal opportunity employer.” The Contractor agrees, represents and warrants that it shall use its good faith efforts to consider and recruit diverse applicants from the widest possible pool of candidates. In meeting its good faith obligation to recruit diverse applicants, the Contractor agrees, represents and warrants that it shall contact national networks, and shall maintain adequate records of its efforts regarding workforce diversity.
- C. The Contractor must complete and submit **Attachment A** on the Compliance Reporting link. The Contractor further represents and warrants that the information disclosed on **Attachment A** is accurate and complete as of the date of this Agreement. During the term of this Agreement, the Contractor agrees to furnish the Treasurer with updated and accurate disclosure no later than December 31 of each year.

**24. Gift Affidavit**

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

Large State Contract Representation for Contractor.

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State

contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

Large State Contract Representation for Official or Employee of State Agency.

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

**25. Pay-to-Play**

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

**26. Entire Agreement; Integration; Amendments**

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



**27. Notices**

Unless otherwise expressly provided to the contrary, all notices, requests, demands or other communications required by or otherwise with respect to this Agreement shall be in writing and shall be deemed given (i) when made, if made by hand delivery, and upon confirmation of receipt,

if made by facsimile, (ii) one business day after being deposited with a next-day courier, postage prepaid, or (iii) three business days after being sent certified or registered mail, return receipt requested, postage prepaid, in each case to the applicable addresses set forth below (or to such other address as such party may designate in writing from time to time):

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

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

CONTRACTOR:   
ADDRESS:  
CITY, STATE ZIP  
  
Telephone: (XXX) XXX-XXXX  
Fax: 

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

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

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

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

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



which are performed by the Contractor prior to clarification by the State shall be at the Contractor's risk.

**30. Non-Waiver**

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

**31. Survival**

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

**32. Sovereign Immunity**

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

**33. Termination**

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

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

**34. Assignment**

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

**35. Severability**

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

**36. Executive Orders and Other Enactments**

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, “Enactments”) shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor’s request, the Client Agency shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency’s authority to require compliance with the Enactments.
- (b) This Contract is subject to 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, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

**37. Successor and Assigns**

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

**38. Miscellaneous Provisions**

- A. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not: (i) permit the filing of liens against the State; (ii) obligate the State to indemnify or hold Contractor harmless in any way; (iii) obligate the State to be subject to binding arbitration (iv) provide that this Agreement is expired or terminated. Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a contract that: (i) permits the filing of liens against the State; (ii) obligates the State to indemnify or hold Contractor harmless in any way; (iii) obligates the State to be subject to binding arbitration, or (iv) provides that this Agreement is expired or terminated is null, void, unenforceable and hereby stricken from this Agreement.
- B. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Personal Service Agreement entered into by the Treasurer for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b). Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a contract for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b) is null, void, unenforceable and hereby stricken from this Agreement.
- C. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not concern or in any way relate to tangible personal property as contemplated by C.G.S. Section 12-411b. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way to relate to tangible personal property as contemplated by C.G.S. Section 12-411b is null, void, unenforceable and hereby stricken from this Agreement.
- D. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not funded by and does not concern or in any way relate to a state grant as contemplated by C.G.S. Section 7-396a. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way to relate to a state grant as contemplated by C.G.S. Section 7-396 a is null, void, unenforceable and hereby stricken from this Agreement.
- E. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Large Construction or Procurement Contract as contemplated by and defined in Conn. Gen. Stat. §1-101mm. Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a Large Construction or Procurement Contract as contemplated by and defined in Conn. Gen. Stat. §1-101mm is null, void, unenforceable and hereby stricken from this Agreement.

- F. It is the Treasurer's express policy to never intentionally assign or allocate, in whole or in part, to any person or contractor, any Governmental Function of the Office of the Treasurer—as defined by Chapter 14 of the C.G.S. and contemplated by C.G.S. Section 1-218. If, however, (a) this Agreement has a value greater than or equal to Two Million Five Hundred Thousand Dollars (\$2,500,000) and (b) the State Freedom of Information Commission makes a final determination that this Agreement is a contract for the performance of a Governmental Function, then this Agreement shall be subject to the provisions of C.G.S. Section 1-218, as may be modified from time to time. Accordingly, the Treasurer shall be entitled to receive a copy of the Contractor's records and files related to its performance of such Governmental Function, and such records and files shall be subject to the State of Connecticut Freedom of Information Act, C.G.S. Sections 1-200 et seq. No request to inspect or copy such records or files pursuant to the Freedom of Information Act shall be valid unless the request is made to the Office of the Treasurer in accordance with the provisions set forth in the State of Connecticut Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of C.G.S. Sections 1-205 and 1-206
- G. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge and agree that this Agreement does not concern or in any way relate to the Health Insurance Portability and Accountability Act of 1996. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way to relate to the Health Insurance Portability and Accountability Act of 1996 is null, void, unenforceable and hereby stricken from this Agreement.
- H. Both parties hereto hereby agree that all references made in this Agreement to any statute, public act, regulation, code or executive order shall refer to such statute, a public act, regulation, code or executive order respectively as it has been amended, replaced or superseded.
- I. Despite and notwithstanding any contrary theory at law, in equity or otherwise, including but not limited to "the specific overruling the general," the parties hereto expressly agree that in the event of any conflict between the provisions of this Section of this Agreement ("Miscellaneous Provisions") and the provisions of any other Section of this Agreement, the provisions of this Miscellaneous Provisions Section of this Agreement shall override, control and apply.

### **39. Headings**

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

### **40. Further Assurances**

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

**41. Counterpart Originals**

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

*[Signature Page Follows]*

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



**TREASURER  
STATE OF CONNECTICUT**

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Title:** **Treasurer**

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

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

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

The undersigned, being the person signing the Contract, swears that the representation in the Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

\_\_\_\_\_  
Signature of person signing this Contract

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Commissioner of the Superior Court  
or Notary Public

\_\_\_\_\_  
My Commission Expires

## **EXHIBIT A**

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

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

Please complete and provide the following documents:

Employment Information Report

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

Attachment B – Nondiscrimination Affidavit

Attachment C – Employment Practices Information

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

Attachment E – Gift Affidavit

Attachment F – Corporate Citizenship

Attachment G – Notice of Legal Proceedings

Attachment H – Campaign Contribution Disclosure

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

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

Attachment K – Conflicts of Interest

Attachment L – Iran Certification Form

Attachment M- Evaluation and Implementation of Sustainable Principles

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



## **Exhibit B**

### **Security Addendum**

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

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

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

The Contractor agrees that its Security Program shall include at a minimum:

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

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

- C. Data Incidents** – The Contractor agrees to immediately notify the Treasurer’s General Counsel by phone of any reasonably suspected or actual loss of data or breach or compromise of its Information Security Program which has or may result in the loss or unauthorized access, disclosure, use or acquisition of Treasurer Information (including hard copy records) or otherwise presents a potential threat to any the Treasurer’s systems (“Data Incident”). While the initial phone notice may be in summary form, a comprehensively written notice should be provided within 48 hours to the Treasurer’s General Counsel. The notice shall summarize in reasonable detail the nature and scope of the Data Incident and the corrective action is already taken or to

be taken by the Contractor. The notice shall be timely supplemented in the detail reasonably requested by the Treasurer, inclusive of relevant forensic reports. The Contractor shall promptly take all necessary and advisable corrective actions and shall cooperate fully with the Treasurer in all reasonable efforts to mitigate the adverse effects of a Data Incident and to prevent its recurrence.

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

- D. Data Parties** – The Contractor shall not share, transfer, disclose or otherwise provide access to any Treasurer Information to any third party unless the Treasurer has authorized the Contractor to do so in writing. The Contractor will ensure that any third party it may authorize to perform any of the services required by its contract with the Treasurer shall be obligated to have an information Security Program equivalent to that required of the Contractor (which includes all terms of this Security Addendum). Further, regarding any Data Incident, the Contractor shall contractually preserve for itself - or the Treasurer - all such rights as the Treasurer has in section (C) above. Regarding audit rights, the Contractor shall contractually preserve for itself - or the Treasurer - all such rights as the Treasurer has in section (F) below. The Contractor shall not share Treasurer Information with any other third party without prior written approval or, if required to comply with legal process, only after notice to the Treasurer. The Contractor shall only retain third parties that are capable of performing the delegated obligations in accordance with this Information Security Addendum.
- E. Ownership and Usage** - Any Treasurer Information, including in any reconfigured format, shall at all times be and remain the sole property of Treasurer unless agreed otherwise in writing by the Treasurer. Any usage of Treasurer Information is limited to the sole purpose expressly authorized by this contract.
- F. Security Review and Audit**
1. The Treasurer's Information Technology (IT) Group may conduct a security review of the Contractor's Information Security Program when determined reasonably required by Treasurer.
  2. At the Treasurer's request, the Contractor will provide Treasurer copies of its data privacy and security policies and procedures that apply to Treasurer Information. Subject to reasonable notice, the Contractor shall provide the Treasurer's IT Group an opportunity to conduct a privacy and security audit of the Contractor's Information Security Program and systems and procedures that are applicable to the services provided by the Contractor to the Treasurer. Such audit may be conducted on-site by the Treasurer's personnel or the Treasurer's contracted third-party assessors or through surveys and interviews, at the option of the Treasurer.
  3. In the event the Contractor has any security audits or reviews of its own systems, performed by the Contractor or a third party, including vulnerability and penetration assessments, it will give the Treasurer notice of any current findings that are likely to adversely impact Treasurer Information, and will keep the Treasurer timely informed of its remediation efforts.

- G. Compliance** – The Contractor shall comply with (i) all applicable legal requirements (federal, state, local and international laws, rules and regulations and governmental requirements) currently in effect and as they become effective, relating in any way to the privacy, confidentiality or security of Treasurer Information; (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security; and (iii) applicable privacy policies, statements or notices that are provided to the Contractor in Writing; and (iv) controls required by the IT Group Security Review (collectively referred to as “Privacy Laws”).
- H. Mobility and Transfer of Data**
1. No Treasurer Information shall be stored, transported or kept on a laptop or any other mobile device or storage media, including USB, “thumb drives,” DVDs, CDs unless encrypted using an encryption methodology approved in writing by Treasurer.
  2. All electronic data transfers must be *via* secure FTP or other Treasurer-approved protocol and/or in approved encrypted form.
  3. Any physical removal or transfer of Treasurer Information from the Treasurer's or the Contractor's facilities shall be conducted only according to controls developed or approved by Treasurer's IT Group.
- I. Notice of Process** - In the event the Contractor receives a governmental or other regulatory requests for any Treasurer Information, it agrees to immediately notify the Treasurer's General Counsel so that the Treasurer shall have the option to defend such action. The Contractor shall reasonably cooperate with Treasurer in such defense.
- J. Security Certification** – The Contractor must maintain a level of security certification or assessment consistent with best practices and by a qualified third party reasonably acceptable to the Treasurer (such as ISO 27001 or 27018). Such certifications shall be provided to the Treasurer as reasonably requested by the Treasurer.
- K. Secure Disposition** – The Contractor shall either return or dispose of Treasurer Information if no longer needed for the Treasurer's business or legal purposes or upon contract termination or upon the Treasurer's direction which may be given at any time. Any disposal must ensure that Treasurer Information is rendered permanently unreadable and unrecoverable. Upon reasonable notice and if requested by the Treasurer, the Contractor shall provide the Treasurer a certification by an officer of compliance with this section.