



## **Request for Proposal To Serve as Lead Bank or Syndicate Member for a Revolving Line of Credit/Liquidity Facility**

THE STATE OF CONNECTICUT  
MARCH 2, 2009

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### **Introduction**

The Treasurer of the State of Connecticut (Aa3/AA/AA) (the “State”) is seeking to implement measures to establish resources to assure adequate liquidity for the State’s operating purposes. In connection therewith, the State is soliciting proposals for a Lead Bank and Syndicate Members for a revolving line of credit and/or liquidity facility in the amount of approximately \$1 billion. The State has engaged in preliminary discussions with several banks regarding their participation as Lead Bank or Syndicate Member in such a facility. The following banks have expressed an interest as serving as either Lead Bank or Syndicate Member:

Bank of America	State Street Bank
Goldman Sachs	TD Bank North
JP Morgan	US Bank
RBC	Wachovia

The Lead Bank will be responsible for negotiating with the State on behalf of the Syndicate, finalizing terms and conditions and executing documents on behalf of the Syndicate. It is the State’s expectation that the Syndicate and the Lead Bank will be represented by a single counsel.

The State reserves the right to negotiate with the above banks individually in the event that a lead bank/syndicate structure is not implemented.

The State reserves the right to negotiate with any bank other than those referenced above for any type of liquidity or cash flow borrowing.

The State reserves the right to negotiate all fees, terms, and conditions with any or all of the banks responding to this Request For Proposal.

The State’s payment obligation to the banks in the Syndicate will be a general obligation of the State. Borrowings under the line of credit or liquidity facility will be repaid from revenues of the General Fund or through proceeds of additional temporary note borrowings or from other funds available for such purpose. The State will use the operating line of credit for revolving note advances and may use all or a portion of the liquidity facility to support a commercial paper program in the event that the State establishes such a program.

### **Schedule and Other Information**

**Proposals must be submitted by e-mail no later than 1:00 PM (Eastern Standard Time) on Tuesday, March 17, 2009 with sufficient numbers of hardcopies (as indicated below) to follow within one business day. Selection of the Lead Bank and Syndicate Members is expected to be made no later than March 24<sup>th</sup>, with a closing of the transaction on or about April 15, 2009.**

Please submit completed proposals to the following individuals:

*4 hardcopies*

Sarah Sanders, Assistant Treasurer  
for Debt Management  
State of Connecticut  
55 Elm Street  
Hartford, CT 06106  
Sarah.Sanders@ct.gov  
(860) 702-3288

*Email only to:*

Acacia Financial Group, Inc.  
Noreen White  
nwhite@acaciafin.com

PG Corbin & Company, Inc.  
Stella Gittens  
[sagittens@pgcorbin.com](mailto:sagittens@pgcorbin.com)

With e-mail copy to:

[David.Norton@ct.gov](mailto:David.Norton@ct.gov)  
[Sheree.Mailhot@ct.gov](mailto:Sheree.Mailhot@ct.gov)

Should you have any questions concerning this RFP, please contact David Norton, Debt Management Specialist, Office of The Treasurer, State of Connecticut or Noreen White, Co-President, Acacia Financial Group, Inc. at the e-mail addresses shown above.

It may be necessary for the State to request additional information from one or more banks and the State reserves the right to do so.

The State reserves the right to reject any and all responses, to waive any minor irregularity in a response, to extend the due date of responses to the RFP, to request clarification of information from any bank and to effect any agreement deemed by the State to be in its best interest with one or more banks. All responses and their contents will become the property of the State.

All respondents must submit executed compliance documents, as provided in the Legal and Policy Attachments included as Exhibit B. Banks that responded to the Request for Proposals for Banking Services for the Department of Labor, issued by the State of Connecticut, Office of the Treasurer, on December 31, 2008 and that submitted a fully executed package of Legal and Policy Attachments in connection with the Banking Services request, need only to refer to that submission and affirm that it continues to be complete and accurate. In this situation, the bank would not need to submit new Legal and Policy Attachments in connection with this facility request. Banks that did not make a submission in connection with the Banking Services for the Department of Labor RFP will need to complete Exhibit B. Please contact David Norton if you will require additional time to complete this Exhibit B

The State will not reimburse banks for any costs associated with the preparation or submittal of any response or for any travel and/or per diem incurred in any presentations of such responses.

Nothing in this Request for Proposal, the responses or in the acceptance of any responses in whole or in part shall obligate the State to complete negotiations with the related bank(s). The State will not provide an engagement letter to any bank. The State reserves the right, in its sole discretion, to terminate negotiations with a bank at any time up to the consummation of the transaction arising from this Request for Proposal.

Neither the State, the State Attorney General, nor any members of the financing team shall be liable personally or be subject to personal liability or accountability for any expense incurred or damages sustained with respect to this request or failure to close any transaction contemplated hereby.

Failure to respond to questions required by this proposal in the form presented may be cause for rejection.

**Attachments**

The State's Official Statement for its General Obligation Bonds 2009 Series A can be accessed at MuniOS.com. This document is referenced for informational purposes only.

Attached exhibits are as follows:

Exhibit A: Summary of Principal Terms and Conditions

Exhibit B: Legal and Policy Attachments

State historical and projected available cash flows are available upon request. Additional information regarding the State's budget is available at [www.ct.gov/opm](http://www.ct.gov/opm) ; click on the link to the Governor's Budget. Additional information is also available in the Office of Fiscal Analysis report, accessible at [http://www.cga.ct.gov/ofa/Documents/Statements/2009/Feb\\_2\\_2009\\_Statement.pdf](http://www.cga.ct.gov/ofa/Documents/Statements/2009/Feb_2_2009_Statement.pdf)

## PROPOSAL SUBMISSION REQUIREMENTS

*Please follow the order of questions as presented rather than submit a standard term sheet.*

### GENERAL INFORMATION

1) Please provide contact information and indicate the Bank's specific maximum bank facility capacity, as indicated below.

	Bank
<b>Bank:</b>	
<b>Contact Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Facsimile:</b>	
<b>E-mail:</b>	
<b>Maximum Bank Facility Capacity:</b>	

2) Please state whether the Maximum Bank Facility Capacity described above pertains to an operating line of credit, liquidity support for a non-extendible commercial paper program (with or without a term loan option), or to some combination of the two and provide further explanation as needed.

3) Please state whether you are responding to serve as Lead Bank, as a Syndicate Member, or both.

For those banks responding to serve as Lead Bank, please summarize your experience as Lead Bank for a syndicate of banks providing a line of credit or liquidity facility over the past 5 years, including your experience with such lines of credit or liquidity facilities for state and/or local governments. Please include the name of the client, the size and nature of the facility, when the facility was put in place, the number of banks in the syndicate, and any noteworthy accomplishments in your role as Lead Bank.

4) Please provide three (3) references where your firm has served as either Lead Bank or Syndicate Member in connection with the provision of lines of credit or liquidity facilities, including provision of such lines or credit or liquidity facilities for state and/or local governments. Please include a brief description of the engagement and your firm's role.

5) Provide the Bank's current long and short-term ratings and indicate if any ratings are under review for possible downgrade/upgrade or are on Watch, and provide Outlook. Also, please summarize rating changes which have occurred during the past two years.

Agency	Long and Short Term Ratings	On Watch/Outlook?	Rating changes in past two years?
<i>Moody's:</i>			
<i>S&amp;P:</i>			
<i>Fitch:</i>			

**RATES AND FEES RELATING TO FACILITY**

Please note that proposed rates and fees must be firm for at least 60 days from the date of submission.

6) With regard to an operating line of credit and a commercial paper liquidity facility, please state your proposed rates and fees in the grids below. Provide any additional explanation as needed.

The State will entertain bids for any term; provided however that no bid is for a term that is less than 364 days. A bid for each of the below referenced facility terms is not required.

<b>OPERATING LINE OF CREDIT FEES</b>				
<b>Term</b>	<b>Administrative Agent Fee</b>	<b>Unused Capacity Fee, if any</b>	<b>Other Fees, if any</b>	<b>Interest Rate</b>
<i>364-days:</i>				
<i>2 years:</i>				
<i>3 years:</i>				
<i>5 years:</i>				
<i>Other Term:</i>				

<b>COMMERCIAL PAPER LIQUIDITY FACILITY FEES</b>				
<b>Term</b>	<b>Administrative Agent Fee</b>	<b>Unused Capacity Fee, if any</b>	<b>Annual Fee or Interest Rate</b>	<b>Other Fees</b>
<i>364-days:</i>				
<i>2 years:</i>				
<i>3 years:</i>				
<i>5 years:</i>				
<i>Other Term:</i>				

- 7) In connection with any commercial paper liquidity facility, please provide the rates and features of the term loan option (in the event that the commercial paper cannot be remarketed).

<b>Rates and Features</b>	
<i>Term Loan Interest Rate (provide full details):</i>	
<i>Term Loan Duration (Provide amortization details, if any):</i>	

## **TERMS**

8) Please describe the timing and process for renewing/extending the line of credit and the liquidity facility. Please note that the State would expect a response to any renewal request within 30 days.

9) The State's Summary of Principal Terms and Conditions are summarized in Exhibit A. Please state your acceptance of those terms or specify any required modifications.

*By acceptance of the bank's proposal, the State reserves the right to negotiate any proposed conditions and covenants. If any conditions are not negotiable, the bank should indicate such provisions in its proposal.*

## **TIMING**

10) Please note the bank's timing to receive internal credit approval upon receipt of mandate from the State.

## **BASIS FOR SELECTION**

The Lead Bank and Syndicate Members will be selected based upon the following at the State's sole discretion:

1. Proposed pricing
2. Proposed lending capacity
3. Proposed terms and conditions of the facility, including acceptance of the State's Summary of Principal Terms and Conditions
4. Bank credit quality
5. For the Lead Bank respondents, experience in serving as lead bank on other transactions
6. Overall compliance with State and federal laws and Treasury policies as evidenced by the content and completion of the Legal and Policy Attachments included as Exhibit B, or as previously provided in response to the Department of Labor Banking Services RFP.
7. Such other matters deemed by the State to be material to the successful completion of the proposed transaction.

The State is not obligated to accept the lowest priced proposal and will make a selection based on any or all of the factors above at its sole discretion.

## **EXHIBIT A**

### **Summary of Principal Terms and Conditions**

## Summary of Principal Terms and Conditions

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<b>Borrower:</b>	State of Connecticut (the “State”).
<b>Administrative Agent:</b>	Lead Bank as selected pursuant to this RFP.
<b>Lenders:</b>	The Administrative Agent and a group of financial institutions acceptable to and to be determined by the State.
<b>Facility:</b>	A \$1,000,000,000 senior unsecured revolving credit facility.
<b>Security:</b>	The State’s obligations under the Facility will be full faith and credit obligations of the State and subject to the waiver of sovereign immunity provisions of C.G.S § 3-21a.
<b>Purpose:</b>	Commitments under the Facility are available to be drawn for any lawful purpose of the State.
<b>Reduction or Termination of the Facility:</b>	At the State’s option, the Facility may be permanently reduced in size from time to time in part or terminated at any time in whole, upon three business days’ prior notice to the Administrative Agent.
<b>Maturity:</b>	To be determined (and specified in RFP response).
<b>Extension Option:</b>	Prior to each Maturity, the State may request that its existing Lenders extend Maturity of the Facility. The Maturity will be extended at the sole discretion of each such Lender.
<b>Availability:</b>	Amounts under the Facility may be borrowed, repaid and reborrowed until Maturity, at which time all outstanding amounts shall become due and payable.
<b>Interest Rate</b>	To be determined (and specified in RFP response).



**Options:**

**Fees:** To be determined (and specified in RFP response).

**Late Rate:** Any payment of principal and/or interest which is not paid when due (whether at stated maturity, by acceleration or otherwise) bears interest, from the date such amount is due until the date such amount is paid in full, payable on demand, at a rate per annum equal to the rate which would otherwise be applicable plus 2.00%.

**Interest Rate, Computation of Interest, Payment Dates:** To be determined (and specified in RFP response).

**Conditions Precedent to Closing Date:** Usual and customary for credit facilities of borrowers of this size, type, and purpose, including but not limited to:

1. Negotiation, execution and delivery of a definitive credit agreement reasonably satisfactory to the State, the Administrative Agent and the Lenders.
2. The Lenders shall have completed, and be satisfied with the results of, their due diligence concerning the State.
3. All representations and warranties of the State contained in the credit agreement shall be true in all material respects.
4. The Administrative Agent shall have received customary closing documentation, including legal opinions from the State's special counsel.
5. All fees and expenses then due shall have been paid in full.

- Conditions Precedent for all Borrowings:**
1. The State's general obligation bonds shall be rated not less than investment grade (i.e., BBB- or Baa3) by at least two of S&P, Moody's, and Fitch.
  2. No event of default under the Facility has occurred and is continuing or would result from such borrowing.

**Representations and Warranties:** The credit agreement shall contain the representations and warranties set forth in Attachment A attached hereto.

**Covenants:** The credit agreement shall contain the covenants set forth in Attachment B attached hereto.

**Events of Default:** The credit agreement shall contain the events of default set forth in Attachment C attached hereto.

**Legal Opinions:** The legal opinion of the State's special counsel shall cover the matters set forth in Attachment D attached hereto.

**No Indemnity or Setoff:** In accordance with Connecticut law, the State cannot provide any indemnity to the Administrative Agent or any Lender nor will the Facility provide for any right of setoff.

- Miscellaneous Provisions:**
1. The loan documentation shall be governed by and construed in accordance with Connecticut law.
  2. The Administrative Agent and the Lenders shall have consented to the jurisdiction of Connecticut and federal courts in Hartford, Connecticut.
  3. The Administrative Agent and the Lenders shall have waived trial by jury.
  4. Pursuant to C.G.S. § 3-21a, actions against the State shall be tried to the court without jury in Connecticut Superior Court for the judicial district of Hartford.

## **ATTACHMENT A**

### **REPRESENTATIONS AND WARRANTIES**

1. The Governor and the Treasurer of the State of Connecticut have full legal right, power and authority to authorize the borrowing of the State pursuant to the credit agreement and the Treasurer has full legal right, power and authority to approve and authorize the execution of the credit agreement and to carry out and consummate all other transactions contemplated by the credit agreement.
2. Prior to or concurrently with the acceptance hereof, the Governor and the Treasurer of the State have duly authorized and approved the execution and delivery of, and the performance by the State of its obligations contained in, the credit agreement and the consummation by the State of all other transactions contemplated thereby, and there are no approvals which have not been obtained and which are necessary for the State to undertake its obligations under the credit agreement and the consummation of such transactions.
3. The execution and delivery of the credit agreement and compliance with the provisions thereof by the State will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, note, resolution, agreement or other instrument to which the State is a party or is otherwise subject.
4. As of its date, the Disclosure Document (as defined below) did not contain any untrue statement of a material fact or omit to state any material fact which should be included therein for the purposes for which the Disclosure Document is to be used or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and as of the Closing Date, there will have been no material adverse change (other than in the ordinary course of the operations of the State) in the financial condition of the State from that set forth in or contemplated by the Disclosure Document.
5. There is no action, suit, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the State, threatened against the State, seeking to prohibit, restrain or enjoin the execution or delivery of, or in any way contesting or affecting the validity or enforceability of, the credit agreement, or contesting any authority for the execution of the credit agreement nor, to the best knowledge of the State, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the credit agreement.
6. The obligation of the State under the credit agreement is not subject to any law, rule or regulation of the State prescribing a maximum rate of interest.

7. The credit agreement constitutes an express contract within the meaning of C.G.S. § Section 3-21a. C.G.S § 3-21a gives jurisdiction to the Connecticut courts to enter judgment against the State founded upon any express contract between the State and the owners and transferees of notes issued by the State, including notes issued under the credit agreement, reserving to the State all legal defenses except governmental immunity.
8. The State's obligation to make payments under the credit agreement and the note constitutes a general obligation of the State to which its full faith and credit is pledged and a legal valid and binding obligation of the State which is enforceable in accordance with its terms.

"Disclosure Document" shall mean the State's most recent Information Supplement and Annual Information Statement (Parts II and III of its most recent general obligation bond Official Statement).

## **ATTACHMENT B**

### **COVENANTS**

1. The State will make timely payment of all amounts owed to the Administrative Agent and the Lenders under the credit agreement.
2. The State will deliver to the Administrative Agent (for each Lender):
  - Within 30 days after filing by the State with the Nationally Recognized Municipal Securities Information Repositories, each Disclosure Document (as defined above) and each material event notice.
  - Immediately after the occurrence, written notice that an event of default has occurred, describing such event of default, setting forth the details thereof and the action that the State is taking or proposes to take with respect thereto.

## ATTACHMENT C

### **EVENTS OF DEFAULT**

1. The State shall fail to pay when due any amount payable under the credit agreement or the notes and such failure shall continue for five business days.
2. The State shall fail to observe or perform any covenant or agreement contained in the credit agreement (other than those covered by item 1 above) and such failure shall continue for 30 days after written notice thereof has been given to it by the Administrative Agent.
3. Any representation, warranty, certification or statement made by the State in the credit agreement or in any certificate, financial statement or other document delivered by the State pursuant to the credit agreement shall prove to have been incorrect in any material respect when made.
4. The failure to pay when due any installment of principal and interest on, after giving effect to any applicable grace period, any other Material Indebtedness (defined below).
5. The State shall either (A) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or a substantial part of its assets, (B) consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, (C) make a general assignment for the benefit of creditors, (D) fail generally to pay its debts as they become due, or (E) take any action to authorize any of the foregoing.
6. Any of the following shall occur: (A) an involuntary case or other proceeding shall be commenced against the State seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 90 days; or (B) an order for relief shall be entered against the State under the federal bankruptcy laws as now or hereafter in effect which, if pursuant to an involuntary case, shall remain undismissed and unstayed for a period of 90 days.

7. The credit agreement in its entirety for any reason ceases to be valid and binding on the State in accordance with its terms as the result of a final judgment or other action by a governmental authority or is declared, pursuant to a final nonappealable judgment, to be null and void; or a proceeding is commenced by the State seeking to establish the invalidity or enforceability of the credit agreement.
8. A moratorium on the payment of any Material Indebtedness of the State shall have been declared in writing by the State or any other appropriate governmental authority.

“Material Indebtedness” shall mean any payment obligation of the State (including but not limited to obligations of the State under the credit agreement) constituting a general obligation of the State to which its full faith and credit is pledged, issued, or incurred.

## **ATTACHMENT D**

### **MATTERS TO BE COVERED IN OPINION OF THE STATE'S SPECIAL COUNSEL**

1. Each of the credit agreement and the note is an obligation which the State is authorized to undertake under the laws of the State of Connecticut.
2. The credit agreement has been duly authorized, executed and delivered by the State, and, assuming the due authorization, execution and delivery by the other parties thereto, constitutes a valid and legally binding obligation of the State, and the payment obligations of the State under the credit agreement are general obligations of the State for which the full faith and credit of the State are pledged.
3. C.G.S. § 3-21a provides that the superior court for the judicial district of Hartford has jurisdiction to enter judgment against the State founded on the credit agreement and that all legal defenses except governmental immunity shall be reserved to the State.
4. The usury limitations in C.G.S. §§ 37-4, 37-5 and 37-6 do not apply to obligations issued by the State.
5. No consent, approval, authorization or order of any federal or Connecticut court or government agency or body or officer thereof is required for the execution or delivery by the State of the credit agreement which has not been obtained.
6. The adoption and performance of, and compliance with, all of the terms and conditions of the credit agreement by the State, and the execution and delivery of the credit agreement by the State will not result in a violation of or be in conflict with any term or provision of any existing law of the State of Connecticut.

The opinion will be limited to matters of federal and Connecticut law as in effect on the closing date.



**EXHIBIT B**

**Office of the Connecticut State Treasurer**

**Legal and Policy Attachments**

**Office of the Connecticut State Treasurer**

**Legal and Policy Attachments**

Directions for completion of Legal and Policy Attachments

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

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

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

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

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

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

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

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

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

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

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

In addition, you must report on this affidavit any "consulting agreement" entered into in connection with this contract, pursuant to the requirements of Conn. Gen. Stat. § 4a-81 (Conn. Public Act 05-287, sec. 51). "Consulting agreement" means "any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter

10 of the general statutes as of the date such affidavit is submitted.” If the consultant identified is a former Connecticut public official or state employee, you must also report the former agency of such consultant and his/her employment termination date. Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

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

D. Attachment D TREASURY GIFT AFFIDAVIT:

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

E. Attachment E CORPORATE CITIZENSHIP:

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

F. Attachment F NOTICE OF CERTAIN LEGAL PROCEEDINGS:

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

G. Attachment G CAMPAIGN CONTRIBUTION AFFIDAVIT:

State law prohibits the State Treasurer from entering into a contract for investment services with any firm when a political committee established by the firm, or any “principal of the investment services firm,” as defined in the law, has contributed to or solicited contributions on behalf of an exploratory or campaign committee established by the State Treasurer for her nomination or election to the Office of State Treasurer. See Conn. Gen. Stat. §§1-84(n), 9-612(f), as amended by Public Act 07-1. In addition, on and after December 31, 2006 state law prohibits certain individuals from making or soliciting contributions on behalf of candidates for statewide office or the General Assembly. Please complete the requested attestation that no contributions have been made, and notarize where indicated. If your firm does not maintain in the ordinary course of business the information needed to complete the required attestation, you are required to perform the necessary inquiry to enable you to complete this affidavit.

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

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

I. Attachment I CONFLICTS OF INTEREST:

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

**Links to Statutes**

Conn. Gen. Stat. § 1-79 <http://www.cga.ct.gov/2005/pub/Chap010.htm#Sec1-79.htm>

Conn. Gen. Stat. § 1-84 <http://www.cga.ct.gov/2005/pub/Chap010.htm#Sec1-84.htm>

Conn. Gen. Stat. § 3-13d <http://www.cga.ct.gov/2005/pub/Chap032.htm#Sec3-13d.htm>

Conn. Gen. Stat. § 3-13j <http://www.cga.ct.gov/2005/pub/Chap032.htm#Sec3-13j.htm>

Conn. Gen. Stat. § 3-13l <http://www.cga.ct.gov/2005/pub/Chap032.htm#Sec3-13l.htm>

Conn. Gen. Stat. § 4-250 et seq. <http://www.cga.ct.gov/2005/pub/Chap055c.htm>

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

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

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

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

## COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

## CONTRACT COMPLIANCE REGULATIONS

## NOTIFICATION TO BIDDERS

(Revised 09/17/07)

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

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

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

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

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

### 1) Definition of Small Contractor

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

<p><b>MANAGEMENT:</b> Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</p> <p><b>BUSINESS AND FINANCIAL OPERATIONS:</b> These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</p> <p><b>MARKETING AND SALES:</b> Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.</p> <p><b>LEGAL OCCUPATIONS:</b> In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.</p> <p><b>COMPUTER SPECIALISTS:</b> Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists</p> <p><b>ARCHITECTURE AND ENGINEERING:</b> Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p><b>OFFICE AND ADMINISTRATIVE SUPPORT:</b> All clerical-type work is included in this category.</p>	<p><b>BUILDING AND GROUNDS CLEANING AND MAINTENANCE:</b> This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</p> <p><b>CONSTRUCTION AND EXTRACTION:</b> This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.</p> <p><b>INSTALLATION, MAINTENANCE AND REPAIR:</b> Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p><b>MATERIAL MOVING WORKERS:</b> The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p> <p><b>PRODUCTION WORKERS:</b> The job titles included in this category are chemical production machine setters, operators and tenders;</p>
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<p>These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).</p>	<p>crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I - Bidder Information

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

## PART II - Bidder Nondiscrimination Policies and Procedures

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

4)

1. Will the work of this contract include subcontractors or suppliers? Yes\_\_ No\_\_

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes\_\_  
No\_\_

## PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANI C		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

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

**PLEASE PROVIDE EMPLOYMENT DATA FOR THE CURRENT YEAR AND EACH OF THE PREVIOUS 2 YEARS.**

1. Which of the following recruitment sources are used by you?  (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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**CERTIFICATION**

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**Print Name:**

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





**FORM A3: FOR COMPLETION BY ALL VENDORS BEFORE CONTRACTING**

**STATE OF CONNECTICUT**

**OFFICE OF THE STATE TREASURER**

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

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

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

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

*(Attach additional copies of this page as necessary.)*

<sup>1</sup> Please attach documents evidencing the terms of the fee arrangement and services.

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

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

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_

Notary Public/Commissioner of the Superior Court

**STATE OF CONNECTICUT**

**OFFICE OF THE STATE TREASURER**

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**ADDENDUM TO AFFIDAVIT OF THIRD PARTY FEES**

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

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

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

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

"Consulting agreement" shall have the meaning set forth in Conn. Gen. Stat. § 4a-81(b)(1) (Conn. Public Act 05-287, sec. 51 (b)(1)).

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

Attach additional pages as necessary.

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

**Gift Affidavit**

**COMPANY NAME:** \_\_\_\_\_ (“Respondent”)

I, \_\_\_\_\_, am authorized

(name and title)

to submit a proposal on behalf of the Respondent. I hereby certify that between 01/05/09 [planning date] and the date of the attached proposal that neither I, the Respondent, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the Office of the State Treasurer who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the Office of the State Treasurer.

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

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

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

Signature

Date

Sworn and subscribed before me on this

day of

, 200\_\_.

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Commissioner of the Superior Court/

Notary Public

## ATTACHMENT E

### *STATE OF CONNECTICUT*

### *OFFICE OF THE STATE TREASURER*

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#### CORPORATE CITIZENSHIP

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**COMPANY Name** \_\_\_\_\_ (**“Respondent”**)

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

1. A summary of respondent’s charitable giving activities including matching charitable contributions of employees and an outline of respondent’s strategy for charitable giving activities.
2. A representative list of organizations that respondent supports or events that respondent has sponsored; indicate any Connecticut-based groups.
3. A list of names and addresses of women-owned, minority-owned, and emerging businesses with which respondent does business.
4. A brief description of any internship programs respondent offers and the applicable percentage of minority and women recipients.
5. A brief description of any scholarships respondent provides to students and the applicable percentage of minority and women recipients.
6. A description of any written policies maintained by respondent that foster good corporate citizenship, and those that encourage respondent’s employees to volunteer time or make charitable contributions. Particular focus should be given to efforts to promote good corporate citizenship in Connecticut.
7. A description of any written procurement policies or programs used by respondent to foster business relationships with women-owned, minority-owned and/or emerging businesses.

8. Any other information not covered above that would help give the Treasurer a better understanding of respondent's views on corporate citizenship.



*STATE OF CONNECTICUT*

*OFFICE OF THE STATE TREASURER*

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NOTICE OF LEGAL PROCEEDINGS

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**COMPANY (“Respondent”)** \_\_\_\_\_

I \_\_\_\_\_ (name and title) hereby represent that:

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**SUPPLEMENTAL INFORMATION**

**to Attachment F**

**Respondent's Name** \_\_\_\_\_

**2a.**

**2b.**

**2c.**

**4.**



*STATE OF CONNECTICUT*

*OFFICE OF THE STATE TREASURER*

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CAMPAIGN CONTRIBUTION AFFIDAVIT

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COMPANY ("Respondent") \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature

Print name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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Commissioner of the Superior Court/Notary Public

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

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

## Contract Consequences

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

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

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

Receipt acknowledged: \_\_\_\_\_  
(signature) (date)

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

### Definitions:

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract



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

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

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

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

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

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

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

by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (IV) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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**CONFLICTS OF INTEREST**

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**COMPANY (“Respondent”)** \_\_\_\_\_

In accordance with the State of Connecticut laws and regulations, for the years 2004 to the present, the Respondent must provide the Office of the Treasurer with information regarding any agreements, relationships, retainers or other arrangements that your firm or any employee of your firm has with any other investment banking firm, financial advisory firm, law firm, or other person or entity that may create a conflict of interest or the appearance of a conflict of interest.

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

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

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

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_

Commissioner of the Superior Court/Notary Public