



Request for Proposals
for
LEGAL COUNSEL SERVICES

March 30, 2021

State of Connecticut
Office of the Treasurer

Deadline: May 7, 2021, 5 p.m., E.D.T.

**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

**REQUEST FOR PROPOSALS
FOR
LEGAL COUNSEL SERVICES**

This Request for Proposals (RFP) includes the following: Page

Section I	Introduction and Purpose of the RFP	1
Section II	Scope of Services	2
Section III	Contract Term	2
Section IV	Minimum Respondent Qualifications	2
Section V	Submission Deadline	2
Section VI	Form and Content of Responses	2
Section VII	Evaluation Criteria	7
Section VIII	RFP Conditions	8

Directions for the Completion of Legal and Policy Attachments

Legal and Policy Attachments (attached and located here: <https://portal.ct.gov/OTT/Doing-Business/Compliance-Reporting>)

Attachment A	CHRO – Contract Compliance Regulations Notification to Respondents and Bidder Contract Compliance Monitoring Report Employer Information Report - 3 years required (Report located here) https://portal.ct.gov/OTT/Doing-Business/Employment-Information
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 (SEEC Form 10)
Attachment J	Anti-Terrorism
Attachment K	Conflicts of Interest
Attachment L	Iran Certification Form
Attachment M	ESG Considerations

Exhibits

Exhibit 1	Standard Professional Services Agreement
-----------	--

Section I - Introduction and Purpose of the RFP

The Office of the Treasurer (the “Treasurer” or the “Office”) is created by the Constitution of the State of Connecticut (the “State”). The Treasurer, elected quadrennially, serves as the principal fiduciary of the \$40+ billion Connecticut Retirement Plans and Trust Funds (the “CRPTF”) and is charged with the receipt of all moneys belonging to the State and the disbursement thereof according to applicable law. The State, acting through the Treasurer pursuant to Connecticut General Statutes Section Sec. 3-11a, hereby requests statements of qualifications and proposals from qualified firms, legal or compliance consultants, or individual attorneys (each, a “Respondent”) interested in providing one or more of the legal services set forth below in connection with the Treasurer’s investment and financial management activities. Specifically, the Treasurer invites proposals for the following legal services (each, “Legal Counsel Services”):

- A. Asset Recovery Counsel, including:
 - General Litigation Counsel
 - Class Action Litigation Counsel
 - Non-U.S. Litigation Counsel
 - Litigation Funding
 - Class and Group Action Monitoring Services
- B. Corporate Governance Counsel
- C. Fiduciary and Ethics Counsel
- D. Tax Counsel
- E. Bankruptcy Counsel
- F. Compliance Counsel
- G. Insurance Counsel
- H. Cyber-Security Counsel

As more fully described herein, Respondents interested in providing these Legal Counsel Services may submit statements of qualifications relating to one or any combination of the specific services in order to be considered through this RFP process. The State expects to contract with Respondents as Legal Counsel for up to a five-year period. The selected Respondents shall execute a professional services agreement with the Treasurer and Office of the Attorney General in accordance with the State’s contracting practices, substantially in the form of Exhibit 1 hereto.

All responses must be submitted by **May 7, 2021**, via email to the attention of John Flores, General Counsel at legal.rfp@ct.gov.

Section II: Scope of Services

A. Asset Recovery Counsel

1. General Litigation

General Litigation Counsel shall assist the Treasurer in connection with matters of dispute involving the Office of the Treasurer, as required, including negotiating, arbitrating, mediating or litigating matters in state and federal courts.

General Litigation Counsel shall monitor applicable law and provide summaries of cases for consideration by the Treasurer and the Attorney General. Counsel shall research and provide legal analysis of the merits of claims the State may wish to pursue. Should an action be pursued, Counsel shall furnish the Treasurer with regular updates with respect to any litigation and work closely with the Office of the Treasurer and the Office of the Attorney General to coordinate litigation strategy. Counsel shall furnish regular updates with respect to any litigation, and work closely with the Office of the Treasurer and the Office of the Attorney General to coordinate litigation strategy.

2. Class Action Litigation

Class Action Litigation Counsel shall monitor potential and pending class action securities litigation (including those actions involving securities purchased on foreign stock exchanges) in connection with Connecticut's transactions and holdings during the relevant time periods and identify potential cases by presenting summaries of cases for consideration to the Treasurer and the Attorney General and shall research, provide legal analysis of the merits of claims the Treasurer may wish to pursue, and suggest appropriate legal action for Connecticut (*e.g.*, opt-out, seek lead plaintiff status, or intervene for a limited purpose). Counsel shall also provide an estimate of Connecticut's damages based on an appropriate methodology, such as LIFO and FIFO. Should an action be pursued by Connecticut, Counsel shall furnish regular updates with respect to any litigation and work closely with the Office of the Treasurer and the Office of the Attorney General to coordinate litigation strategy. Class Action Litigation Counsel shall assist the Treasurer by negotiating, arbitrating, mediating or litigating matters in dispute.

Class Action Litigation Counsel also shall monitor and identify settled securities litigation for which Connecticut might be an eligible class member to ensure full recovery.

3. Non-U. S. Litigation

Non-US Litigation Counsel shall monitor potential and pending litigation involving securities purchased on foreign stock exchanges in connection with Connecticut's transactions and holdings during the relevant time periods and identify potential cases by presenting summaries of cases for consideration to the Treasurer and the Attorney General. This Counsel shall research, provide legal analysis of the merits of claims the Treasurer may wish to pursue, and suggest appropriate legal action for Connecticut (*e.g.*, opt-out, seek lead plaintiff status or intervene for a limited purpose). Non-US Litigation Counsel shall also provide an estimate of

Connecticut's damages based on an appropriate methodology, including such as LIFO and FIFO. Should an action be pursued by Connecticut, Counsel shall furnish the Treasurer regular updates with respect to any litigation and work closely with the Treasurer and the Office of the Attorney General to coordinate litigation strategy. This Counsel shall assist the Treasurer by negotiating, arbitrating, mediating or litigating matters in dispute.

4. Litigation Funding

Litigation Funding service provider shall provide funding to actions pursued by Connecticut where contingency fee legal representation is not available, such as, in non-U.S. group actions. Should Connecticut require litigation funding for any given case, Connecticut would seek proposals from this service provider. For any given case, this service provider shall be prepared to disclose the source(s) of the funding, including the source of the capital and all entities or sources of funding that will provide the capital.

5. Class and Group Action Monitoring Service

This service provider shall monitor all class action and non-U.S. group litigation for opportunities to ensure that Connecticut can participate in asset recovery wherever possible. The service must be sufficiently automated to provide necessary reporting of recovery.

B. Corporate Governance Counsel

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

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

C. Fiduciary and Ethics Counsel

Fiduciary and Ethics Counsel shall provide advice and counsel to the Treasurer with respect to matters of his fiduciary and ethical duties in connection with a wide range of matters, including advising the Office on fiduciary responsibility, ethical duties, governance, compliance issues and related organizational mandates, and assisting with developing and implementing ethics and fiduciary training programs. As needed, this Counsel will furnish the Treasurer with research and analysis and legal opinions with respect to the fiduciary and ethical duties and matters having an impact upon such duties. Further, Fiduciary and Ethics Counsel shall provide the Treasurer with timely notice of significant changes in fiduciary and ethics law, including changes in best practices with respect to policies and procedures.

This Counsel shall review and offer advice in this area concerning new and proposed initiatives of the Office of the Treasurer.

D. Tax Counsel

Tax Counsel shall assist the Office by conducting an analysis and review of the CRPTF's investment activities and provide advice and counsel to the Treasurer with respect to avoidance of foreign and domestic taxation of income/gain, especially related to CRPTF's private investments and Unrelated Business Taxable Income ("UBTI"). Tax Counsel shall also provide the Treasurer with timely notice and analysis of significant changes in the law and provide tax opinions on various issues, as needed.

Additionally, Tax Counsel shall advise and assist the Treasurer with respect to all legal aspects related to repatriation of foreign tax withholdings, including engaging third party tax agents to repatriate taxes paid in foreign jurisdictions, negotiating and sub-contracting for this service, as requested. Tax Counsel may be requested to respond to requests for information from the IRS and other federal agencies or tax authorities.

E. Bankruptcy Counsel

Bankruptcy Counsel shall provide advice and counsel to assist the Treasurer with respect to financially troubled investments and the State's interests in bankruptcy matters, including: (1) assisting with workouts and in the recovery of assets from bankruptcies; (2) assisting with research, tools, database(s), instruction and analysis concerning a mechanism for analyzing bankruptcy communications received by the Treasurer; and (3) providing the Treasurer with timely notice and analysis of significant changes in the laws relating to bankruptcy matters.

F. Compliance Counsel

Compliance Counsel shall assist the Treasurer, and the Office's General Counsel and Compliance Officer with respect to the review and assessment of compliance requirements and the design and implementation of internal systems to ensure full compliance with applicable state, federal, local and contractual obligations. This Counsel will provide the Treasurer with timely notice and analysis of significant changes in the law.

G. Insurance Counsel

Insurance Counsel shall assist the Treasurer in reviewing and evaluating the adequacy of insurance policy language and coverage to be obtained and maintained by entities in which the State's Combined Investment Fund or the Short-Term Investment Fund may invest or has been invested, or with which the Office is contracting. This Counsel shall make written recommendations with respect to improvements in such language and coverage based on applicable law and the best interests of the CRPTF and may be required to assist the Treasurer in negotiating such improvements in language and coverage. Additionally, Insurance Counsel shall assist the Treasurer as necessary in evaluating how best to minimize loss in the case of an event adversely impacting the value of an investment or asset. Where appropriate, Counsel shall assist the Treasurer in negotiating, mediating or litigating matters in seeking to recover applicable insurance proceeds. This Counsel shall provide the Treasurer with timely notice and analysis of significant changes in the law during its appointment.

H. Cyber-Security Counsel

Cyber-Security Counsel shall periodically review the Office's contract language and recommend best practices related to cybersecurity, data security or privacy, and cybersecurity insurance coverage, as advisable. Counsel shall assist the Treasurer in connection with incidence response and working with vendors, managers and partners concerning such responses. Cyber-Security Counsel shall provide the Treasurer with timely notice and analysis of significant changes in the law and best practices.

Section III: Contract Term

The State intends to enter into a contract for up to a five-year term.

Section IV: Minimum Respondent Qualifications

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

- A. At least three-year firm existence.
- B. Significant experience advising public pension systems in the subject matter for which the Respondent is making its proposal.
- C. Completion of all Legal and Policy Attachments as set forth in this RFP.
- D. Proof of malpractice coverage at levels acceptable to the Treasurer and Office of the Attorney General.

Section V: Submission Deadline

Proposals must be received by **May 7, 2021** via email by 5:00 PM, EDT to legal.rfp@ct.gov.

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

Section VI: 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 John Rubén Flores, General Counsel, whose contact information is as follows:

John Rubén Flores
General Counsel
Office of the Treasurer
165 Capitol Avenue
Hartford, CT 06106
Email address: legal.rfp@ct.gov
Phone: 860.702.3000

2. Respondent's Representatives

Respondents must designate an authorized representative and one alternate, and shall provide the name, title, address, telephone, and e-mail address for each representative.

3. Communications Notice

All communications with the Office of the Treasurer or any person representing the Office concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by such Respondent and its representatives or agents may result in disqualification or other sanctions, or both.

4. RFP Timeline (Schedule of Events)

The following timeline, including the Deadline for Submitting Proposals, shall be at the discretion of the Office of the Treasurer. Dates after the Deadline for Submitting Proposals are target dates only.

<i>March 30, 2021</i>	RFP Released
<i>April 15, 2021</i>	Deadline for Questions
<i>April 23, 2021</i>	Deadline for Responses to Questions
<i>May 7, 2021 – 5 PM EDT</i>	Deadline for Submitting Proposals
<i>During the month of July, 2021</i>	Estimated Dates for Interviews/Selection

5. Inquiry Procedures

Respondents may submit questions about the RFP to the Official Agency Contact on or before 5 P.M., EDT on April 15, 2021. Questions must be asked *via* e-mail to: legal.rfp@ct.gov. **Questions will not be accepted over the telephone.**

Anonymous questions will not be answered. The agency reserves the right to provide a combined answer to similar questions and to decline to answer any question. The agency will distribute official answers to the questions, in the form of a written amendment posted on the agency's website at <https://portal.ct.gov/OTT>, not later than April 23, 2021.

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 Office 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, such 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 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 vendor will be required to provide an updated disclosure at the time the contract is executed. See the **Directions** accompanying the **Legal and Policy Attachments** for instructions.

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 sole discretion, the Office of the Treasurer may convene meetings or interviews with Respondents to gain a fuller understanding of the proposals. These meetings may be held in person, using electronic means or via conference call, and may involve interviews, presentations, or site visits. If the Treasurer decides such meetings are warranted for any of the Respondents, the Office will contact such Respondents to schedule an appointment. Any such meetings are tentatively scheduled to be held during the month of July, 2021.

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 such 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 IV** of this RFP. If the Respondent does not meet any of the minimum qualifications, the Respondent must identify which qualification(s) not met and make a detailed case as to why the Treasurer should consider the Respondent's firm and product.
- e. A statement that the Respondent has thoroughly reviewed the RFP and acknowledges and accepts all terms and conditions included in the RFP.
- f. A statement that the Respondent has read and accepts the agency's Professional Services Agreement and conditions in their entirety and without amendment or has submitted proposed revisions for review by the State.
- 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 the Respondent's proposed hourly fees for the legal services outlined in **Section II** based on level of professional employed. In doing so, please list the normal hourly rates and the rates you propose to charge the State for the next five years.
- b. Identify rates for any other potential costs that might be incurred during the term of the contract (*e.g.*, research fees, copying fees).
- c. Provide a statement that the Respondent agrees that the billing rates identified in the applicable responses to questions 2.a and 2.b above will be fixed for the five-year term, or the term of the contract.
- d. Provide a statement indicating whether the Respondent is willing to provide flat rates for specific projects. If the Respondent offers a flat fee rate for any of the services listed in **Section II**, please provide an average range of those rates.
- e. Please identify any fee structures, other than hourly rates, that would be acceptable to the Respondent.

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. The Legal and Policy Attachments may be located here: <https://portal.ct.gov/OTT/Doing-Business/Compliance-Reporting>.
- b. **Malpractice Insurance.** If you are selected as an approved law firm, you will be required to show proof of malpractice coverage at levels acceptable to the Treasurer and the Office of the Attorney General.

4. Firm Questionnaire

- a. **General Information.** The following items must be included with each Respondent's proposal to this RFP. Responses to the items below shall be numbered in the same order as this Questionnaire, listing the question first (including the letter and number) followed by Respondent's answer. Responses to this Section must not exceed 15 pages.
 1. Provide the Respondent's complete name and primary address.
 2. Provide the name, title, address, telephone number and email address of a primary and an alternate contact person who is authorized to act for the Respondent for this RFP. Please provide the experience and background for these individuals.
 3. Please provide the resumes or a summary of the work experience with public sector clients, for each attorney or other individual that will be assigned to work on the State's account, and the scope of services each attorney or individual will provide to the State.
 4. Provide information on the number and location of your offices.

5. Provide a brief history of your firm, including its main areas of practice.
6. Describe any significant changes in the organization of your firm within the last three years.
7. Please provide a detailed description of the relevant areas of Respondent's practice and the importance of those areas within the firm, and any special resources you provide your clients in these areas.
8. Please provide the liability coverage for Respondent's professional liability insurance and the limits of coverage with respect to cyber security insurance.
9. Describe the Respondent's commitment to expanding diversity, equity and inclusion in the workplace, including specific recruiting initiatives, retention and promotion efforts, and ongoing assessment of the Respondent's progress.
10. Describe anti-fraud and security measures that Respondent currently has in place to ensure the integrity of the firm's database, transfer and storage of electronic information, and the protection from unauthorized access.
11. Disclose any pending or completed investigations or complaints within the last five years by the SEC, the Internal Revenue Services or any other regulatory body or court regarding the conduct of your firm, the firm's management, or any of the individuals assigned to work with the State in providing the Legal Counsel Services.
12. Please provide evidence of the Respondent's financial stability. This information may be sent under confidential cover.
13. Provide three client references (preferably public pension plans or government entities) that we may contact. Please include, company/state name and address, contact name, title, phone number and email address and a brief statement of services rendered.
14. Disclose any past or present assignments, relationships or other employment that the Respondent or any employee of the firm has or has had that may create a conflict of interest or the appearance of a conflict of interest in serving as counsel for the State in this matter.
15. If you find any term or provision of the proposed draft contract in **Appendix 1** unacceptable, identify the term, explain why it is unacceptable, and state whether failure to modify this term would result in your firm's failure to execute a contract in this matter.

b. Counsel Services Specific Information.

Firms have the option of providing the information requested under any of the Parts of this Subsection b. Responses to each Part must not exceed 5 pages.

Part 1: Asset Recovery Counsel

- (a) Describe your understanding of Connecticut constitutional and statutory law relating to its investment program.

- (b) Describe your firm's expertise with asset recovery, including negotiation, mediation, or litigation. Provide such information as it pertains to general litigation and as to class action litigation.
- (c) Provide a representative case listing of matters in which your firm was involved in the past five years. Describe no more than five recent cases on which your firm served as asset recovery counsel. For each case, include the name of the client, amount in dispute or lost, amount recovered and time frame of process.
- (d) Describe your firm's technological capabilities for purposes of interaction with CRPTF's custodian to monitor or evaluate transactional and holdings data.
- (e) Describe your firm's credentials as a litigation funder. As a litigation funder, discuss your strategy for offering clients the best pricing for litigation funding and your role as a fiduciary in any given case.

Part 2: Corporate Governance Counsel

- (a) Describe your firm's experience advising institutional investors with respect to corporate governance matters.
- (b) Describe your firm's experience responding to requests for SEC no-action letters filed by companies in opposition to shareholder resolutions.
- (c) Describe your firm's experience preparing shareholder resolutions.
- (d) Describe your firm's experience and success in obtaining corporate governance improvements.
- (e) Describe your firm's experience and success in litigation related to corporate governance matters.

Part 3: Fiduciary and Ethics Counsel

- (a) Describe your firm's experience advising public pension fund trustees and fiduciaries with respect to fiduciary duties and ethics.
- (b) Describe your understanding of Connecticut constitutional, statutory, and common law regarding fiduciary responsibility with respect to the Connecticut Retirement Plans and Trust Funds.
- (c) Describe your experience assisting public pension funds and investment fiduciaries in drafting codes of ethics, developing fiduciary and ethics training, and training fiduciaries, government officers and employees on best practices for ensuring ethical conduct.
- (d) Describe Respondent's experience providing ethics opinions, investigating and evaluating ethics complaints for public pension funds and governmental agencies.

Part 4: Tax Counsel

- (a) Describe your firm's experience advising investors with respect to US tax avoidance.
- (b) Describe your firm's experience advising investors with respect to global tax avoidance.
- (c) Describe your firm's experience advising tax-exempt clients.
- (d) Describe your firm's understanding of the applicability of UBTI to governmental investors.
- (e) State whether your firm is able to contract with a third-party tax agent for purposes of repatriation of taxes paid in foreign jurisdictions.

Part 5: Bankruptcy Counsel

- (a) Describe your firm's process for managing and monitoring client interests in multiple bankruptcy matters.
- (b) Describe your firm's experience with respect to winding down troubled investments.
- (c) Describe your firm's experience recovering investor assets in bankruptcies.

Part 6: Compliance Counsel

- (a) Describe your firm's experience in advising clients with respect to design, development, and implementation of comprehensive compliance programs.
- (b) Describe your firm's experience advising clients with respect to administrative law compliance.
- (c) Describe your firm's experience with drafting legislation.

Part 7: Insurance Counsel

- (a) Describe your firm's experience consulting on the adequacy of insurance policy language and coverage maintained by entities in which a client invests.
- (b) Describe your firm's experience assisting governmental investors in negotiating improvements to insurance policy language and coverage.
- (c) Describe your firm's experience in recovering insurance proceeds on behalf of governmental investors.

Part 8: Cyber Security Counsel

- (a) Describe your firm's experience advising institutional investors or public pension plans in the area of cybersecurity as it relates to such client's investments and operations.

- (b) Describe your firm's experience assisting clients with incidence response and working with vendors, managers and partners concerning such responses.

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 IV**, (2) written responses to **Section VI** questions, (3) any additional written information requested by the Treasurer's Office, and (4) conformance with RFP instructions and specifications:

A. Respondent:

1. The Respondent's experience in serving as counsel to public pension plans or other institutional investors.
2. The Respondent's quality and depth of expertise in matters, especially with public pension plans, as demonstrated by representative transactions and lawsuits.
3. Qualifications of the Respondent's personnel (including, partners, associates, and other professionals) available to provide services to the State.
4. Team organization and approach including the ability of the Respondent to adequately staff and complete time-sensitive transactions and to interact effectively with the State.
5. The Respondent's client relations and excellent customer service record as evidenced by references from current and former clients.
6. Technology sufficient to provide seamless and responsive interaction with the State.
7. A Connecticut presence is considered, but not required.
8. A commitment to expanding diversity, equity and inclusion in the workplace, including specific recruiting initiatives, retention and promotion efforts, and ongoing assessment of the Respondent's progress.
9. Overall compliance with State and federal laws and policies as evidenced by the completion of the Legal and Policy Compliance attachments.
10. Absence of significant conflicts of interest.

B. Cost:

1. Anticipated total costs associated with the services, including hourly rates, discounts, and the ability to provide the services requested in this RFP under alternative pricing structures (*e.g.*, fixed pricing per project).
2. Fees and compensation will be an important factor in the evaluation process. The Treasurer, however, is not required to select the lowest-cost respondent.
3. The State reserves the right to negotiate the final contract terms, including pricing, with any Respondent.

Section VIII - RFP Conditions

1. All proposals submitted in response to this RFP will become the sole property of the Office of the Treasurer.
2. The Treasurer is required, as a part of the procurement process, to certify that each Respondent awarded a contract through this RFP 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 the Respondent(s) will be required to execute certain Legal and Policy Attachments at the time of contract execution. The failure to provide such additional affidavits shall be grounds for disqualification.
4. Any product developed under a contract awarded as a result of the RFP, whether acceptable or unacceptable, will become the sole property of the Office of the Treasurer.
5. Timing and sequence of events resulting from this RFP will ultimately be determined by the Office of the Treasurer.
6. 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.
7. By submitting its proposal, the Respondent warrants that all information provided in response to this RFP is accurate and complete as of the date of submission. The Respondent has an ongoing obligation during the pendency of this RFP to inform the Office of the Treasurer if any information previously provided is no longer true or complete, and to provide updated information. Failure to do so is grounds for disqualification.
8. The Office of the Treasurer may amend or cancel this RFP at any 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 the Respondent's proposal not being considered.
9. Any costs and expenses incurred by the Respondents in preparing or submitting proposals, including travel expenses incurred to attend the 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 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 Treasurer participated directly in the Respondent's proposal preparation.

12. All responses to the RFP must conform to instruction. Failure to comply with any requirements of this RFP may be considered appropriate cause for rejection of the response.
13. The Respondent must accept the Office of the Treasurer's standard contract language and conditions or provide acceptable revisions. *See* Standard Professional Services Agreement, attached hereto as **Exhibit 1**.
14. The Treasurer reserves the right to award in part or to reject any and all proposals in whole or in part for misrepresentation, or if a 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 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 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 Treasurer shall not constitute a breach of contract on the part of the agency since the contract with the initial respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the Office of the Treasurer and the Respondent.
16. Prior to its engagement by the Office of the Treasurer, the successful Respondent(s) shall furnish the Office of the Treasurer with a current and valid Letter of Good Standing issued by the State of Connecticut Department of Revenue Services, pursuant to Connecticut General Statutes 12-2. The failure of the successful respondent to timely provide a Letter of Good Standing prior to engagement may result in the removal and replacement of the successful respondent.



State of Connecticut
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 19.

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.

Links to Statutes

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

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

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

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

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

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

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

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

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

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

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

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

Conn. Agency Regs. §§46a-68j-21 et seq. http://www.ct.gov/chro/lib/chro/Contract_Compliance_Regs.pdf

Link to Attachments

http://www.ott.ct.gov/business_compliancereporting.html

(The attachments are PDF writeable documents)



*STATE OF CONNECTICUT
OFFICE OF THE TREASURER*

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

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

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.”

“Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons:

- (1) who are active in daily affairs of the enterprise;
- (2) who have the power to direct the management and policies of the enterprise;
- (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
- (7) 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;
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND ADDITIONAL INFORMATION

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

1. Definition of Small Contractor

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

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

DEFINITIONS

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

First/Mid Level Officials and Managers Individuals who serve as managers, other than those who serve as Executive/Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations. These managers receive directions from the Executive/Senior Level management and typically lead major business units. They implement policies, programs and directives of executive/senior management through subordinate

managers and within the parameters set by Executive/Senior Level management. Examples of these kinds of managers are: vice presidents and directors, group, regional or divisional controllers; treasurers; human resources, information systems, marketing, and operations managers. The First/Mid Level Officials and Managers subcategory also includes those who report directly to middle managers. These individuals serve at functional, line of business segment or branch levels and are responsible for directing and executing the day-to-day operational objectives of enterprises/organizations, conveying the directions of higher level officials and managers to subordinate personnel and, in some instances, directly supervising the activities of exempt and non-exempt personnel. Examples of these kinds of managers are: portfolio managers; first-line managers; team managers; unit managers; operations and production managers; branch managers; administrative services managers; purchasing and transportation managers; storage and distribution managers; call center or customer service managers; technical support managers; and brand or product managers.

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

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

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

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

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct?	
7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat?	Yes__ No__
8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability?	Yes__ No__
9. Does your company have a mandatory retirement age for all employees?	Yes__ No__
10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors?	Yes__ No__
11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor?	Yes__ No__ NA__
12. Does your company have a written affirmative action Plan?	Yes__ No__ If no, please explain.
13. Is there a person in your company who is responsible for equal employment opportunity?	Yes__ No__ If yes, provide name and phone number.

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__
 - a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)
 - b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

PART IV - Bidder Employment Information

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

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

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources do you use? (Check yes or no, and report percent used)	2. Mark with an (X) any of the below listed requirements that you use as a hiring qualification	3. Describe below any other practices or actions that you take which shows 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 (please proof your statements 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 non-compliant with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)



**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

NONDISCRIMINATION AFFIDAVIT

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

AFFIDAVIT:

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

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

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

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

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut

General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Printed Name

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

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date



*STATE OF CONNECTICUT
OFFICE OF THE TREASURER*

EMPLOYMENT PRACTICES INFORMATION

COMPANY Name_____ (**“Respondent”**)

Please provide the following information:

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

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

Certifying Official:

Signature_____

(type name and title)

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

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

Commission Expiration Date



**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

FORM A3: FOR COMPLETION BY ALL VENDORS BEFORE CONTRACTING

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

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

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

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

(Attach additional copies of this page as necessary.)

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

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

Signed: _____

Print Name: _____

Title: _____

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

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

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

ADDENDUM TO AFFIDAVIT OF THIRD PARTY FEES

- A. For each fee arrangement disclosed in the attached Affidavit, provide the following information about the third party payee:
- (1) Name
 - (2) Address
 - (3) Is the person or entity registered with the Securities and Exchange Commission, a state regulatory authority or FINRA? If so, provide details
 - (4) Name of the President/Chief Executive Officer
 - (5) Name, telephone number and email address of the individual principally responsible for work performed in connection with the contract, investment or proposed investment with the Office of the Treasurer
- B. Please explain whether and how each such payment falls within one or more of the following categories of compensation providing an exception to the prohibition on finder's fees:
- (1) Compensation earned for the rendering of legal services when provided by an attorney while engaged in the ongoing practice of law;
 - (2) Compensation earned for the rendering of investment services, other than legal services, when provided by an investment professional while engaged in the ongoing business of providing investment services;
 - (3) Compensation for placement agent, due diligence or comparable tangible marketing services when paid to a person who is an investment professional (i) engaged in the ongoing business of representing providers of investment services, or (ii) in connection with the issuance of bonds, notes or other evidence of indebtedness by a public agency;
 - (4) Compensation earned by a licensed real estate broker or real estate salesperson while engaging in the real estate business on an ongoing basis; or
 - (5) Payments for client solicitation activities meeting the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940.
- C. Attach a copy of the agreement evidencing the terms of the fee arrangement and the services, **and** provide a narrative description of any services actually rendered by the third party payee in connection with the contract, investment or proposed investment with the Office of the Treasurer.
- D. For each fee arrangement disclosed in the affidavit, please respond to the following:
- (1) Is the fee paid to a former state employee or public official? If so, please identify such person's former agency, position and the date such employment was terminated.
- "Consulting agreement" shall have the meaning set forth in Section 4a-81(b)(1).
- "Third party fees" includes those activities enumerated in Section 3-13j of the Connecticut General Statutes, and includes direct and indirect payments, such as payments by a placement agent to a subagent.
- E. Respondents disclosing payments to, or agreements to pay, placement agents have a duty to inquire and shall report any payments to, or agreements to pay, subagents, and provide all information and documentation requested under A through D, above, with respect to any sub-agent.



**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

TREASURY GIFT AFFIDAVIT

Company

Name: _____ (“Respondent”)

I, _____ (name and title) _____, am authorized to execute a contract on behalf of the Respondent. I hereby certify that neither I, the Respondent, nor any of its principals or key personnel who participate directly, extensively and substantively in the preparation of bids or proposals or in negotiating state contracts, nor any agent of the foregoing, gave a gift, as defined in Conn. Gen. Stat. § 1-79(5), including a life event gift as defined in Conn. Gen. Stat. § 1-79(5)(L), to (1) any public official or state employee of the Office of the State Treasurer who participates directly, extensively, and substantively in the preparation of bid solicitations or requests for proposals for state contracts or in the negotiation or award of state contracts; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the Office of the State Treasurer.

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

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

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

Signature

Date

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

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

Commission Expiration Date



ATTACHMENT F

STATE OF CONNECTICUT OFFICE OF THE TREASURER

CORPORATE CITIZENSHIP

COMPANY Name _____ (**“Respondent”**)

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

1. Describe the Respondent’s commitment to corporate citizenship, identifying priorities of the Respondent and providing evidence of the impact of its activities. If the Respondent has a written Corporate Citizenship policy, please provide a copy of the policy.
 - (a) For the priorities identified, indicate the types of organizations the Respondent supports, and the nature of the commitment (i.e. event sponsorship; ongoing financial support; in-kind support)
 - (b) Does the Respondent have policies that encourage employees’ charitable activities or contribution? Please describe such policies.
 - (c) Has Connecticut benefitted from any of the Respondent’s corporate citizenship activities? Is it a component of the Respondent’s corporate citizenship policy to evaluate opportunities to make an impact in communities where it expands its business?
2. Describe the Respondent’s commitment to diversity, and education and training of the next generation of workers in your profession. Please include:
 - (a) A brief description of any internship programs Respondent offers and the applicable percentage of minority and women recipients.
 - (b) A brief description of any scholarships Respondent provides to students and the applicable percentage of minority and women recipients.
3. Does Respondent have a written procurement policy or program to foster business relationships with women-owned, minority-owned and/or emerging businesses? Please provide details of the program and the percentage of business conducted with women-owned, minority-owned and/or emerging businesses
4. Provide any additional information not covered above that would help give the Treasurer a better understanding of Respondent’s views on corporate citizenship.



**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

NOTICE OF LEGAL PROCEEDINGS

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

NAME OF COMPANY/FIRM (“Respondent”):

NAME OF PARENT COMPANY (If Any):

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

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

Legal and Policy Attachment G

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

Click here to enter text.

Signature

Click here to enter text.

Date

Print name: Click here to enter text.

Title: Click here to enter text.

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

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

SUPPLEMENTAL INFORMATION
TO ATTACHMENT G

Respondent's Name Click here to enter text.

2a. Click here to enter text.

2b. Click here to enter text.

2c. Click here to enter text.

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

4. Click here to enter text.



**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

CAMPAIGN CONTRIBUTION DISCLOSURE

COMPANY ("Respondent")_____

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

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

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

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

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

Signed: _____

Print name: _____ Date: _____

Title: _____

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

**Commissioner of the Superior Court
Notary Public**

Commission Expiration Date



ATTACHMENT I

STATE OF CONNECTICUT OFFICE OF THE TREASURER

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

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

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

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

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

DEFINITIONS

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

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

agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

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

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

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Page 3 of 3



ACKNOWLEDGEMENT OF RECEIPT			
SIGNATURE _____		DATE (mm/dd/yyyy) _____	
NAME OF SIGNER			
First Name	MI	Last Name	Suffix
TITLE			
COMPANY NAME			



ATTACHMENT J

STATE OF CONNECTICUT OFFICE OF THE TREASURER

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

COMPANY (“Respondent”) _____

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

1. I have the requisite knowledge and authority, and have made any inquiry necessary, to fully, completely and accurately provide the information requested in this affidavit, for the three year period up to and including the date of this affidavit;

2. Respondent is not and has not been included on the Specially Designated Nationals and Blocked Persons List of the United States Treasury Department’s Office of Foreign Assets Control.

3. By agreeing to provide, and in providing, the services pursuant to this RFP, the Respondent will not be in violation of the United State Executive Order 13224 of September 24, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, (the Anti-Terrorism Order) or the provisions of The USA Patriot Act, title III, or the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001 (as it may be amended from time to time) and any regulations promulgated thereunder.

4. The Respondent is not a party with which the Treasurer is prohibited from dealing under the laws of the United States.

5. The Respondent has not made any direct or indirect payments to any foreign government official, government employee, political party or official in violation of the United States Foreign Corrupt Practices Act.

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

Signature

Date

Print name

Title

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

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

Commission Expiration Date



ATTACHMENT K

STATE OF CONNECTICUT OFFICE OF THE TREASURER

CONFLICTS OF INTEREST

COMPANY ("Respondent") _____

In accordance with the State of Connecticut laws and regulations, for the years 2009 to the present, the Respondent must provide the Office of the Treasurer with information regarding any agreements, relationships, retainers or other arrangements that your firm or any employee of your firm has with any other investment banking firm, financial advisory firm, law firm, or other person or entity that may create a conflict of interest or the appearance of a conflict of interest.

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

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

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

Signature

Date

Print name

Title

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

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

Commission Expiration Date

OPM Iran Certification Form 7 (Rev. 3-28-14)

Page 1 of 1



STATE OF CONNECTICUT

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

Respondent Name: _____

INSTRUCTIONS:

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

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

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

Check applicable box:

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

B. Additional definitions.

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

C. Certification requirements.

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

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

CERTIFICATION:

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

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

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

Printed Respondent Name _____

Printed Name of Authorized Official _____

Signature of Authorized Official _____

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

Commissioner of the Superior Court (or Notary Public)_____
My Commission Expires

**ATTACHMENT M**

**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

EVALUATION AND IMPLEMENTATION OF SUSTAINABLE PRINCIPLES

COMPANY Name: _____ (“Respondent”)

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

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

Official:

Signed: _____

Name: _____

Title: _____

EXHIBIT 1

EXHIBIT 1

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE STATE OF CONNECTICUT, ACTING THROUGH ITS TREASURER, THE
STATE OF CONNECTICUT,
ACTING BY ITS ATTORNEY GENERAL,
AND
[FIRM

This Agreement is made by and between the STATE OF CONNECTICUT, acting through its TREASURER, and the STATE OF CONNECTICUT, acting by its ATTORNEY GENERAL, William Tong, duly authorized pursuant to Section 3-125 of the Connecticut General Statutes, with offices at 165 Capitol Avenue, Hartford, CT 06106 and _____, acting by _____, with its principal place of business at _____ (hereinafter referred to as the "CONTRACTOR").

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

SECTION 1: SCOPE OF SERVICES

The services to be performed by the CONTRACTOR shall consist of the following, collectively referred to as "Services:"

- (a) *See RFP for Scope of Services – to be inserted.*
- (b) Prepare, write, and provide to the ATTORNEY GENERAL or his designee all documents and instruments, in electronic, magnetic, paper and any other form, which are necessary or appropriate to carry out said Services.
- (c) Negotiate and/or engage in mediation, with the approval of the ATTORNEY GENERAL, with any and/or all parties necessary to carry out said Services.
- (d) Make all court and agency appearances and filings and represent the State in all related actions, pending or threatened, suits, claims, investigations, legal, administrative, mediation or arbitration proceedings, whether at law or in equity, in any forum (collectively, "Actions") as determined to be necessary

and/or appropriate for said Services in consultation with the ATTORNEY GENERAL and/or his designee.

(e) Hire and consult with expert witnesses, consultants, mediators and investigators as may be reasonably and necessarily required for said Services and as approved by the ATTORNEY GENERAL subject to the following requirements and limitations:

1. Terms of subcontracts over five thousand dollars (\$5000.00) must be approved in writing and in advance by the ATTORNEY GENERAL. In requesting approval, the CONTRACTOR must include the following information:

(A) Why it is necessary to hire a subcontractor;

(B) How the proposed subcontractor was selected;

(C) Proposed rates and reimbursements for the subcontractor; and

(D) Comparison of these rates to those of other qualified subcontractors.

2. Subcontracts or agreements must include terms which are substantially similar to the billing terms in the Compensation and Reimbursement Section of this Agreement.

3. The CONTRACTOR'S bills for subcontracted work must include full detailed itemizations of all fees and expenses for the subcontracted work, with appropriate supporting documentation.

(f) Provide all necessary paralegal and clerical support to carry out said Services.

(g) Perform all tasks for said Services under this Agreement in coordination with the ATTORNEY GENERAL.

SECTION 2: AGREEMENT ADMINISTRATION

2.1 The person in charge of administering this Agreement on behalf of the ATTORNEY GENERAL is _____, _____ Attorney General, and his/her successors in office, whose contact information is as follows:

Office of the Attorney General

165 Capitol Avenue

Hartford, CT 06106

2.2 The person in charge of administering this Agreement on behalf of *the Office of the Treasurer* is _____, _____ whose contact information is as follows:

Telephone: _____

Email: _____

2.3 The person in charge of administering this Agreement on behalf of the CONTRACTOR is: _____, whose contact information is as follows:

Telephone: _____

Email: _____

2.4 The professional staff members of the CONTRACTOR primarily responsible for the performance of this Agreement are _____. The CONTRACTOR may not change these individuals without the prior written consent of the ATTORNEY GENERAL.

2.5 Within seven (7) days after receiving a request by the ATTORNEY GENERAL, the CONTRACTOR shall remove from assignment to this Agreement any specified professional or other staff member and, at the ATTORNEY GENERAL'S request, shall augment the remaining staff with such other staff member(s) as is acceptable to the ATTORNEY GENERAL.

SECTION 3: COMPENSATION AND REIMBURSEMENT

3.1 The ATTORNEY GENERAL agrees to compensate the CONTRACTOR for Services in accordance with the rate schedule provided in Section 3.1.a. below or as otherwise agreed in accordance with Section 3.1.b. Compensation shall not exceed \$*[to be added upon completion of negotiations]* for the initial term of this Agreement.

(a) Rate Schedules:

(i) Hourly Rates

Position**Hourly Rate**

Partner\$

Associate\$

Paralegal\$

The above hourly rates shall be charged only for actual time spent rendering the Services; the CONTRACTOR shall not “round off” time. The time spent rendering Services shall be billed to the tenth part of an hour.

(ii)The ATTORNEY GENERAL shall not be charged for any other time expended by the CONTRACTOR during travel, overnight stays, or the like associated with the performance of the Services, except as provided in Section 3.4 below.

(b) *Alternative Fee Arrangements: [optional]*

Upon a determination by the _____ that an alternative fee arrangement (“AFA”) for specified Services will be more advantageous to the _____ and the CONTRACTOR may agree to such AFA for a specified Service, provided that no such AFA may be agreed to between the _____ and the CONTRACTOR unless the agreement is in writing, for each specific assignment, and approved in advance by the ATTORNEY GENERAL. AFAS may include, but are not limited to, a fixed fee, a not to exceed fee, a blended hourly rate, a volume discount or other arrangement.

3.2 Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the ATTORNEY GENERAL, the Assistant Attorney General and the *[agency]*. Billings are to be on a monthly basis. The billings must contain, at a minimum, a detailed description of the work performed, the date of performance, the actual time spent performing the work, the name and position of the person(s) rendering the Service and the rate charged for that Service. The monthly bill must also be accompanied by a summary of time and charges billed for each attorney and paralegal itemized on the invoice. Upon the request of the ATTORNEY GENERAL, the CONTRACTOR shall submit a summary memorandum describing how the Service rendered furthered resolution of the matter and the current status of the matter. The ATTORNEY GENERAL or his designee may, prior to authorizing payment under this Section, require the CONTRACTOR to submit such additional accounting and information as he deems to be necessary or appropriate. The CONTRACTOR shall not be compensated for any time spent preparing any billing documentation including,, but not limited to such documentation and accompanying memoranda required by this Section and the Status Reports and Records Section of this Agreement. **All bills must be sent to Office of the Attorney General, Business Office, 165 Capitol Avenue, Hartford, CT 0610.**

3.3 Within twenty (20) days of receiving a request for the provision of Services hereunder, the CONTRACTOR shall submit to the ATTORNEY GENERAL and the *[Office of the Treasurer]* for approval a detailed projected plan and budget containing, but not limited to, a brief statement of the case or matter, a description of the nature and scope of the various phases of the Services expected to be performed, an estimate of the cost of the work broken down into the various phases of the Services, with a total cost not to exceed the maximum amount of this Agreement, and an estimate of the time required to successfully complete the Services. Prior to effecting, undertaking or initiating a material change in the Services, or upon having reason to believe that the Services or any portion of the Services cannot be completed within the amount budgeted for the Services or that portion of the Services, the CONTRACTOR shall submit to the ATTORNEY GENERAL and the *Office of the Treasurer* for approval a revised projected plan and budget that reflects the changes to the existing projected plan and budget. If the revised projected plan and budget contains a projected cost exceeding the maximum compensation set out in this Section, the CONTRACTOR shall consult with the ATTORNEY GENERAL or his designee, for the purpose of: (i) revising the Services; (ii) revising the maximum compensation amount; (iii) revising the billing rates; (iv) agreeing on some combination thereof; or (v) agreeing on other action permitted under this Agreement or any agreed-upon amendment. The ATTORNEY GENERAL and the *Office of the Treasurer*, in their sole discretion, may require revisions, supplements and modifications of the projected plan and budget from time to time. The CONTRACTOR will not be compensated for the preparation, amendment, or modification of the projected plan and budget.

- 3.4 The ATTORNEY GENERAL agrees to reimburse the CONTRACTOR for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, computerized research (at cost), commercial messenger and delivery services (at cost), expert witnesses, consultants, mediators, investigative services, long distance telephone calls, and transcript or deposition costs. The ATTORNEY GENERAL shall not reimburse the CONTRACTOR for any overhead-related expenses, including, but not limited to, duplicating, secretarial, facsimile (other than long-distance telephone line charges), clerical staff, library staff, proofreading staff, meals and in-state transportation costs or expenses unless they are otherwise approved by the ATTORNEY GENERAL and the *Office of the Treasurer*. The CONTRACTOR shall be reimbursed for reasonable expenses for transportation, parking and reasonable lodging and meals associated with interstate travel, specifically excluding first class airfare, as approved in advance by the ATTORNEY GENERAL or his designee. Reimbursable interstate travel shall not include travel to meet with staff of the *[agency]* or the ATTORNEY GENERAL, and all such meetings shall be conducted in Hartford, Connecticut, unless otherwise specified by the *Office of the Treasurer* or the ATTORNEY GENERAL.
- 3.5 The CONTRACTOR shall not be compensated for time spent on background or elementary legal research, particularly in areas where the Contractor has represented that it has experience and expertise, nor for any legal training, without the prior written consent of the ATTORNEY GENERAL. Charges for legal research must be accompanied by a detailed description setting forth the purpose of the research and summarizing its nature. Any written material produced as a result of such research shall be available to the ATTORNEY GENERAL or his designee at on or before the third business day following the date of his written request. The ATTORNEY GENERAL shall have the final decision in all disputes between the parties to this Agreement under this subsection.
- 3.6 The CONTRACTOR shall not be compensated for time spent in consultation with any attorney or other employee of the ATTORNEY GENERAL or the *[agency]* concerning the administration of this Agreement and/or issues relating to billing. Unless otherwise authorized by the ATTORNEY GENERAL, compensation for communication between or among attorneys and/or staff within the CONTRACTOR'S firm is limited to the time and billing rate of the most senior attorney or staff member participating in the communication. Invoices for these charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details. The ATTORNEY GENERAL and the *Office of the Treasurer* shall make the final determination, in their sole discretion, as to the adequacy of such description.
- 3.7 Absent the consent of the ATTORNEY GENERAL or his designee, the CONTRACTOR shall not be compensated for the attendance or participation of more than one attorney representing the State of Connecticut at or during any meeting, conference or proceeding, in person or otherwise, in any forum, in connection with performing the Services. Where more than one attorney has attended or participated in any such meeting, conference or proceeding without the consent of the ATTORNEY GENERAL

or his designee, the CONTRACTOR shall be compensated only for the time of the most senior attorney in attendance or participating.

- 3.8 The CONTRACTOR shall not be compensated for the performance of paralegal or clerical type duties performed by an attorney. Paralegal duties or clerical duties include, by way of example and not limitation, routine proofreading of pleadings and other correspondence, preparation of trial or closing binders or notebooks, photocopying and coordinating the schedules of others.
- 3.9 The ATTORNEY GENERAL shall approve for payment all undisputed fees and costs as soon as the documentation can properly be processed in accordance with usual State practice.
- 3.10 Maximum payments under this Agreement shall not exceed _____ dollars (\$).
- 3.11 The ATTORNEY GENERAL shall have the right, without the need of prior notice to the CONTRACTOR, to assign the performance of some aspect of the Services to an Associate or Assistant Attorney General where the ATTORNEY GENERAL, in his sole discretion, finds that such an assignment would best serve the interests of the State of Connecticut. This assignment shall not be deemed to be a breach of contract by the ATTORNEY GENERAL.
- 3.12 Compensation and reimbursement provided under this Section constitutes full and complete payment for all costs and expenses incurred or assumed by the CONTRACTOR in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by the ATTORNEY GENERAL without the prior written approval of the ATTORNEY GENERAL or his designee.

SECTION 4: TERMINATION

- 4.1 Notwithstanding any provisions in this Agreement, the ATTORNEY GENERAL, through a duly authorized employee, may terminate the Agreement whenever the ATTORNEY GENERAL makes a written determination that such termination is in the best interests of the State. The ATTORNEY GENERAL 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 performance of the Services prior to such date.
- 4.2 In the case of any termination, the ATTORNEY GENERAL shall, within forty-five (45) days of final billing after the effective date of termination, pay the CONTRACTOR for its performance rendered and accepted by the ATTORNEY GENERAL, in addition to all actual and reasonable costs incurred after notice of termination in completing those portions of the Services which the CONTRACTOR was required to complete by the

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

4.3 Upon termination of the Agreement, for any reason, including the expiration of this contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.

4.4 Termination of the Agreement pursuant to this Section shall not be deemed to be a breach of contract by the ATTORNEY GENERAL.

4.5 Upon receipt of written notification from the ATTORNEY GENERAL of termination or expiration of this contract, the CONTRACTOR shall immediately cease to perform the Services unless otherwise directed by the ATTORNEY GENERAL or to the extent necessary to prevent the State from failing to make timely filings or otherwise failing to comply with court orders or the law. The Records, as that term is defined in the Indemnification section of this Agreement, are deemed to be the property of the State. The CONTRACTOR shall assemble and deliver to the ATTORNEY GENERAL all Records in electronic, magnetic, paper or any other form, that may be in his possession or custody, and shall transmit the same to the ATTORNEY GENERAL or his designee as soon as possible in a non-proprietary format no later than the fifteenth day following the receipt of the above-written notice, together with a detailed hourly description of the Services performed and expenses reasonably incurred.

4.6 The CONTRACTOR, on sixty (60) days' prior written notice to the ATTORNEY GENERAL, may terminate this Agreement.

4.7 If the CONTRACTOR terminates this Agreement, the CONTRACTOR shall not be entitled to any compensation for Services that are rendered or payment for expenses that are incurred subsequent to the effective date of termination.

SECTION 5: TIME OF PERFORMANCE

5.1 The CONTRACTOR shall perform the Services at such times and in such sequence as may be reasonably directed by the ATTORNEY GENERAL and the *Office of the Treasurer*.

5.2 This Agreement will run from its effective date until the tasks defined and confirmed as set forth in Section 1.1 of this Agreement are performed or completed to the

satisfaction of the ATTORNEY GENERAL, or unless sooner terminated in accordance with the Termination section of this Agreement, but in no event beyond ____ (#) years with an option to extend, by mutual consent, for one additional one (1) year period for a total of __ (#) years, unless otherwise amended.

SECTION 6: SETOFF

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

SECTION 7: CROSS DEFAULT

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

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 The CONTRACTOR represents and warrants to the ATTORNEY GENERAL for itself and for the Contractor Agents, as defined in the Indemnification Section of this Agreement, as applicable, that:

- a. The CONTRACTOR is duly and validly existing under the laws of its state of organization and is authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, it has taken all necessary action to authorize the execution, delivery and performance of the proposal and the Agreement and has the power and authority to execute, deliver and perform its obligations under the Agreement;
- b. It will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations under and pursuant to the Agreement, including, but not limited to Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics;
- c. The execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or the State; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e. The CONTRACTOR and Contractor Agents have not, within the three (3) years preceding the Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- f. The CONTRACTOR and Contractor Agents are not presently indicted or, to the best of their knowledge, under investigation for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g. The CONTRACTOR and Contractor Agents have not within the three (3) years preceding the Agreement had one or more contracts with any governmental entity terminated for cause;

- h. To the best of its knowledge, there are no Claims, as defined in the Indemnification Section of this Agreement, involving the CONTRACTOR that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement;
- i. It shall disclose, to the best of its knowledge, to the ATTORNEY GENERAL in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims;
- j. Its participation in the request for proposal process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- k. The proposal was not made in connection or concert with any other person, entity or proposer submitting a proposal and is in all respects fair and without collusion or fraud;
- l. It has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- m. It owes no past due unemployment compensation contributions;
- n. It is not delinquent in the payment of any taxes owed to the State of Connecticut.
- o. It shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties and responsibilities pursuant to this Agreement other than in connection with the performance of those duties and responsibilities. The CONTRACTOR shall keep all confidential or privileged the Records in secured areas and shall take reasonable precautions to protect the Records from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.
- p. During the course of this Agreement, the CONTRACTOR shall not represent any other client if such representation will materially affect its duties or obligations to the State of Connecticut or the ATTORNEY GENERAL or create an appearance of impropriety.
- q. The CONTRACTOR will not knowingly enter into or retain any business relationships or enterprise in which an employee of the ATTORNEY GENERAL holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the ATTORNEY GENERAL.

SECTION 9: STATUS REPORTS AND RECORDS

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

SECTION 10: INSURANCE

- 10.1 Before commencing performance of the Services, the CONTRACTOR shall obtain and maintain at its own cost and expense for the duration of the Agreement, the following insurance:
- (a) Commercial General Liability: One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work covered by this Agreement or the general aggregate limit shall be twice the occurrence limit.
 - (b) Automobile Liability: One million dollars (\$1,000,000) combined single limit per accident for bodily injury. Coverage extends to owned, hired and nonowned automobiles. If the COUNSEL does not own an automobile, but one is used in the performance of the Services, then only hired and non-owned coverage is required. If a vehicle is not used in the performance of the Services, then automobile coverage is not required.
 - (c) Workers' Compensation and Employers Liability: Coverage in compliance with applicable workers compensation laws. Coverage shall include Employer's Liability with minimum limits of one hundred thousand dollars (\$100,000) each accident, five hundred thousand dollars (\$500,000) Disease – Policy limit, one hundred thousand dollars (\$100,000) each employee.
 - (d) Professional Liability: The CONTRACTOR shall secure and maintain, at no cost or expense to the State, a professional liability insurance policy in a form acceptable to the ATTORNEY GENERAL in the minimum amount of _____ dollars (\$_____) with a deductible not to exceed _____

(\$_____). This policy shall insure the CONTRACTOR against damages and costs resulting from negligent acts, errors, and omissions in the work performed by the CONTRACTOR on and after the effective date of, and under the terms of, this Agreement. The CONTRACTOR may, at its election, obtain a policy containing a maximum _____ dollars (\$_____) deductible clause, but if so, the CONTRACTOR shall be liable, as stated above herein, to the extent of the deductible amount.

- 10.2 No later than thirty (30) days after the effective date of this Agreement, the CONTRACTOR shall furnish to the ATTORNEY GENERAL, on a form or forms acceptable to the ATTORNEY GENERAL, a Certificate of Insurance, including amendment(s), fully executed by an insurance company or companies satisfactory to the ATTORNEY GENERAL for the insurance policy or policies required in the Status Reports and Records Section of this Agreement, which policy or policies shall be in accordance with the terms of the Certificate of Insurance.

SECTION 11: INDEMNIFICATION

- 11.1 The CONTRACTOR shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims, as defined below, arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the CONTRACTOR or Contractor Agents, as defined below; and (2) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The CONTRACTOR shall use attorneys and contractors reasonably acceptable to the State in carrying out its obligations under this Section. The CONTRACTOR'S obligations under this Section to indemnify, defend and hold harmless the State against Claims includes Claims concerning the confidentiality of any part or all of the proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions or articles furnished or used in the performance of the Agreement.
- 11.2 The CONTRACTOR shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the CONTRACTOR or any Contractor Agents. The State shall give the CONTRACTOR reasonable notice of any such Claims.
- 11.3 The CONTRACTOR'S duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the CONTRACTOR is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- 11.4 The rights provided in this Section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- 11.5 This section shall survive the Termination, Cancellation or Expiration of the Agreement, and shall not be limited by reason of any insurance coverage.

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

SECTION 12: CHANGES TO THIS AGREEMENT

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

SECTION 13: REQUIRED PERSONNEL/OFFICE

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

SECTION 14: NONDISCRIMINATION

14.1 (a) For purposes of this Section, the following terms are defined as follows:

- i. “Commission” means the Commission on Human Rights and Opportunities;
- ii. “Contract” and “contract” include any extension or modification of the Contract or contract;

- iii. “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;
- iv. “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose.
- v. “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. “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;
- vii. “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. “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;
- ix. “minority business enterprise” means any small contractor or supplier of materials fifty-one percent 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 Conn. Gen. Stat. § 32-9n; and
- x. “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or a quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision,

agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b)(1) The Contractor agrees and warrants that in the performance of the Contract 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; and 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 the 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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasipublic agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The 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 Conn. Gen. Stat. § 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.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)(1) The Contractor agrees and warrants that in the performance of the Contract 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The 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 Conn. Gen. Stat. § 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.

SECTION 15: CAMPAIGN CONTRIBUTIONS

For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of fifty thousand dollars (\$50,000) or more or a combination or series of such agreements or contracts having a value of one hundred thousand dollars (\$100,000) or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached hereto as Exhibit 1 to the Professional Services Agreement.

SECTION 16: APPLICABLE EXECUTIVE ORDERS OF THE GOVERNOR

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 the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the CONTRACTOR'S request, the _____ or the OAG shall provide a copy of these orders to the CONTRACTOR.

SECTION 17: CONFIDENTIALITY

17.1 All of the reports, information, data, and other papers and materials, in whatever form, prepared or assembled by the CONTRACTOR under this Agreement are confidential, and the CONTRACTOR shall not make them available to any individual or organization, other than in connection with the performance of those duties and responsibilities, without the prior written approval of the ATTORNEY GENERAL or his designee.

17.2 The ATTORNEY GENERAL will afford due regard to any request of the CONTRACTOR for the protection of proprietary or confidential information which the ATTORNEY GENERAL receives from the CONTRACTOR. However, all materials associated with

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

SECTION 18: MISCELLANEOUS

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

- 18.4 This Agreement incorporates all the understandings of the parties and supersedes any and all agreements relating to the Services and reached by the parties prior to the effective date of this Agreement, whether oral or written.
- 18.5 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, but only if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.
- 18.6 The ATTORNEY GENERAL and the CONTRACTOR shall not be excused from their obligation to perform in accordance with the Agreement except in the case of force majeure events and as otherwise provided for in the Agreement. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. "Force majeure events" means events that materially affect the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the CONTRACTOR, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the CONTRACTOR, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- 18.7 The CONTRACTOR shall not refer to services provided to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the ATTORNEY GENERAL'S prior written approval.
- 18.8 The CONTRACTOR shall notify the ATTORNEY GENERAL in writing no later than ten (10) days from the effective date of any change in (i) its certificate of incorporation or other organizational document, or (ii) a controlling interest in the ownership of the CONTRACTOR. No such change shall relieve the CONTRACTOR of any responsibility for the accuracy and completeness of the performance. The CONTRACTOR shall deliver such documents to the ATTORNEY GENERAL in accordance with the terms of the ATTORNEY GENERAL'S written request. The ATTORNEY GENERAL may also require, and the CONTRACTOR shall deliver, a financial statement showing that solvency of the CONTRACTOR is maintained.
- 18.9 The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Agreement, in order to give full effect to the Agreement and to carry out the intent of the Agreement.
- 18.10 The CONTRACTOR shall maintain accurate Records and shall make all of the Records available at all reasonable hours for audit and inspection by the State. This includes, but is not limited to accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting. Such records and accounts shall be kept in the manner specified in the Representations and Warranties Section, and made available for at least six years after the termination of this Agreement and shall be made available and furnished upon request to the ATTORNEY GENERAL or his designee on or before the tenth business day following the date of the written request. The CONTRACTOR will cooperate fully with any and all audit or review of billing by the ATTORNEY GENERAL

or any other agency, person, or entity acting on behalf of the ATTORNEY GENERAL or the STATE, and shall, upon request, provide billing in a format which will facilitate audit or review.

- 18.11 The CONTRACTOR shall continue to perform its obligations under the Agreement while any dispute concerning the Agreement is being resolved.
- 18.12 The CONTRACTOR shall be responsible for the entire performance under the Agreement. The CONTRACTOR shall be the sole point of contact concerning the management of the Agreement, including performance and payment issues. The CONTRACTOR is solely and completely responsible for adherence by the Contractor Agents to all applicable provisions of the Agreement.
- 18.13 The waiver of a term or condition by the ATTORNEY GENERAL or his designee shall not (i) entitle the CONTRACTOR to any future waivers of the same or different terms or conditions; (ii) impose any duties, obligations or responsibilities on the ATTORNEY GENERAL or any State department or agency not already in the Agreement, as amended, modified or superseded; or (iii) subject the ATTORNEY GENERAL or the State of Connecticut or any department or agency thereof to any Claims.
- 18.14 If a disagreement arises between the parties to this Agreement as to whether or not the CONTRACTOR has or may in the foreseeable future have a conflict of interest or there exists or may exist in the foreseeable future an appearance of impropriety, the ATTORNEY GENERAL'S determination shall be final and dispositive of the issue. Where the ATTORNEY GENERAL determines that the CONTRACTOR'S representation of any client constitutes a conflict of interest, or creates an appearance of impropriety, the CONTRACTOR shall, within five (5) days of the posting of notice by the ATTORNEY GENERAL or his designee to the CONTRACTOR, withdraw from the representation of the client, unless such a withdrawal is barred by law or order of a court of competent jurisdiction or the ATTORNEY GENERAL waives such conflict. Nothing in this subsection shall be construed as restricting or otherwise limiting the CONTRACTOR'S rights under the Termination Section of this Agreement.
- 18.15 Unless the ATTORNEY GENERAL designates otherwise in writing, all Records generated or collected by the CONTRACTOR, the Contractor's Agent or any subcontractor, in the scope of their work under this Agreement are the exclusive property of the State of Connecticut and no one else shall have any right, including but not limited to, intellectual property, copyright and trademark rights, in those Records.
- 18.16 The CONTRACTOR acknowledges that the ATTORNEY GENERAL has relied upon all of the CONTRACTOR'S representations in its proposal, submitted in response to the ATTORNEY GENERAL'S Request for Proposals concerning this matter and all subsequent information supplied to the ATTORNEY GENERAL in writing thereafter, as the basis for entering into this Agreement with the CONTRACTOR. Any material misrepresentation, omission, mistake or error in those submittals shall be deemed to be a breach of this Agreement, which the ATTORNEY GENERAL may, in his sole discretion, waive or afford the CONTRACTOR the opportunity to cure in accordance with the written notice of such breach sent to the CONTRACTOR.
- 18.17 References in the masculine gender shall also be construed to apply to the feminine and neuter genders, as the content requires.

18.18 The parties acknowledge and agree that nothing in the ATTORNEY GENERAL'S request for proposals or the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this Section conflicts with any other section, this Section shall govern.

18.19 Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by any express delivery service, in either case addressed to the persons identified in the Agreement Administration Section of this Agreement, or in each case to such other person and/or address as either party may from time to time designate by giving notice in writing to the other party. Telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Agreement (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested, or, placed with a recognized, express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the ATTORNEY GENERAL:

Attention: _____

If to the CONTRACTOR:

Attention: _____

18.20 The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.

18.21 Time is of the essence in this Agreement.

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

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement.

FIRM

_____ By: _____

OFFICE OF THE TREASURER

_____ By: _____

Date

STATE OF CONNECTICUT

_____ By: _____

Date William Tong

Attorney General

Exhibit 1 Page 1 of SEEC Form #11 here (Notice)

