

***REQUEST FOR PROPOSALS FOR BANKING SERVICES:
DISBURSEMENT SERVICES***

Released: October 4, 2016

Deadline: November 10, 2016

Note to Respondents: No editing should be made to original content when inserting information.

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
I.	Introduction and Purpose of the RFP	3
II.	Scope of Services.....	4
III.	Contract Term	14
IV.	Contractor Qualifications	14
V.	Submission Deadline	15
VI.	Evaluation Criteria	15
VII.	Form and Content of Responses	16
VIII.	Compliance	23
IX.	RFP Conditions	24
	Sample Contract Language: Personal Services Agreement	26

Section I - Introduction and Purpose of the RFP

The Office of the Treasurer (“OTT”) is issuing this Request for Proposals (“RFP”) in conjunction with the Office of the State Comptroller to solicit proposals from qualified financial institutions for banking and related services for:

1. Payroll and retirement disbursements, including checks and direct deposit payments; and
2. Vendor disbursements, including checks and ACH payments.

Interested financial institutions may propose to provide one or both of the requested services. Please note, however, that firms bidding on the payroll and retirement disbursements must include check and direct deposit processing in their proposals. Similarly, firms bidding on vendor disbursements must include check and ACH processing.

The State expects to select one or more financial institutions to provide the requested services for a four year period. The selected Respondent(s) will be expected to execute a personal services agreement with the OTT. The agreement may be structured as a master contract that could be used for services for other state agencies. In this RFP, “Respondent,” “you” and “your” refer to the financial institution responding to this RFP.

Any subcontractor relationships must be fully disclosed in your proposal. The Respondent must take full responsibility for the work product of any subcontractor.

Account Volumes

Approximate monthly volumes of account activity are as follows:

	# of Checks	# ACH	Total
Payroll	14,390	142,810	157,200
Retirement	10,140	46,290	56,430
Vendor	25,950	12,250	38,200

Section II – Scope of Services

This section of the RFP specifies services to be provided to the State. Financial institutions are encouraged to suggest additional or alternative services that the financial institution believes would make the operation of the State more efficient. Pricing for all services requested in this RFP or suggested by the financial institution must be included in the pricing section of the proposal.

Each Respondent should address every item in each Part on which it is responding. Any suggested additional services should be described at the end of each Part.

Part A – Payroll and Retirement Disbursement Services

The successful Respondent is expected to provide the following services:

1.0 General Services

- 1.1 Maintain staff and facilities sufficient to perform required services.
- 1.2 Employ an account officer to manage the Respondent's responsibilities and maintain a positive customer/Respondent relationship.
- 1.3 Provide the state with online capabilities to initiate transactions or access account activity and payment information.
 - a) Describe your institution's general online capabilities to process transactions and generate reports.
 - b) Discuss client-driven administrative capabilities and requirements for Respondent's online system for managing State bank accounts.
 - c) Provide sample reports, screens or other documentation of the online system.
 - d) The system shall include the following capabilities:
 - Positive pay review and inquiry with linked image access.
 - Approval or return of positive pay exceptions; related reports.
 - Transmit supplemental positive pay issue and void information; related reports.
 - Paid item inquiry with linked image access.
 - Stop payment services. Functions should include: stop, cancel, status of check inquiry, print confirmations, and copy of paid items. Please describe your online confirmation process, the amount of time required for a stop payment to become effective, and the state's ability to rely on the confirmations for reissuing checks. Please describe any other features offered for stop payment services. On-line stop payments should remain active for two years. Stopped checks should remain part of the outstanding list for the same period of time. At the end of two years, the item should be removed from the outstanding list. Ideally, stop payments would be identified with one of two transaction codes: (a) a code that indicates that a stop payment has been placed on the item, and (b) a code that indicates that a check has been reissued and the amount of the stopped check has been deleted from the master file (this should occur simultaneously).

- Previous and current day detail and summary reports of bank account activity and ledger and available balances. The previous day's deposit and credit information should be available by 7:00 a.m. the next business day.
 - Bank account statements and various reports.
 - Images of disbursement activity.
 - Transaction searches for bank account activity.
 - Initiation of repetitive and non-repetitive wire transfers and ACH credits and debits. Please indicate process and security relating to establishment of repetitive transaction codes.
 - Daily reports of all incoming and outgoing ACH/wire activity. Included in these reports should be the ACH/wire originator, account number, date, reference number, dollar amount, and identifying codes (e.g., CFDA number, agency number, or FEIN).
 - Indicate operating environment.
- 1.4 Provide secure email service for communications containing sensitive data. Please describe.
- 1.5 Provide services necessary for any transitions from current banks (if necessary) and to possible successor banks.
- 1.6 Keep the state informed of planned bank mergers (including acquisitions and sales) and how such mergers would affect operations, ABA numbers, and account numbers.
- 1.7 Accommodate daylight overdraft positions. Please discuss your daylight overdraft policies and limits. Generally, Respondents should be able to accommodate daylight overdraft positions of at least \$200 million. Occasionally, particularly at month-end or quarter-end, daylight overdrafts may approach \$500 million.
- 1.8 Annually provide SAS 70 audit reports or similar reports attesting to system security.
- 1.9 Provide concentration services.
- 1.10 Provide manual and automated balance transfer services. Indicate available options.
- 1.11 Provide for testing of new checks. Please describe the process and requirements of verifying test checks, whether due to new check stock, signatures, bank changes (for example, name, ABA, account number). Describe the process of testing positive pay files.
- 1.12 Provide suggestions for properly handling payments to foreign addresses and foreign bank accounts for retirement payments to individuals living in foreign countries.
- 1.13 Discuss your business continuity capabilities and practices.
- 1.14 Accommodate state data file formats.

2.0 Check Processing

- 2.1 Honor checks duly presented for payment with two acceptable forms of identification, even if the payee does not have an account at the financial institution. Non-account holders cashing payroll checks drawn on the State's account will need to show two valid forms of ID. Acceptable forms of identification would include, but are not limited to, a State-issued driver license, federally-issued identification, a bank's credit card or U.S. college/university identifications issued for the current semester or term. No extra service fees shall be assessed for state-issued checks cashed or deposited at any financial institution.
- 2.2 Refuse to honor any check if it appears, in the exercise of prudent business judgment, that such check has been altered, raised or forged, or is otherwise unfit for payment.
- 2.3 Refuse to honor any check that is over six months old.
- 2.4 Provide, upon request from the state, a file containing a listing of all outstanding checks. Also, provide the ability to delete any outstanding checks from positive pay database and provide a file containing a listing of all deleted items. All file layouts must be approved by the state.
- 2.5 Provide "teller line" positive pay services.
- 2.6 Provide "payee" positive pay services (verification of check number, dollar amount and payee name) for checks presented against state accounts. Accept check issue and cancellation data via File Transfer Protocol ("FTP"). Discuss your verification procedure to ensure transmission receipt and accuracy. Provide for manual acceptance of check issue and cancellation data as needed via online system or fax. Integrate check issue and cancellation data into your 'payee positive pay' database by next business day or sooner. Discuss cutoff times for file receipt if applicable. Describe process provided for the state to view positive pay exceptions, make pay/return decisions and receive confirmations. Describe how financial institution will correct encoding errors before presenting positive pay exceptions.
- 2.7 Provide full account reconciliation of paid checks to issued checks. Discuss staff dedicated to state accounts. Discuss the time lapse from end of reconciliation period until account is reconciled and reports and statements are available. Provide sample reports of account summary, daily items paid, miscellaneous debits and credits, and reconciliation statement.
- 2.8 Provide digitized images of paid items on compact disks and through online access to Respondent's storage system. Discuss the processes provided to search for, view, save and print paid check images. If images are available online, discuss (a) the length of time that images are retained, and (b) the length of time required to display images 90 days old or less, 91 days old to one year, and greater than one year. For CDs, discuss the type of indexing used and software provided to the state to manage index database, search, view and print. Please indicate the time required to provide a hard copy of a paid check if requested by the state.
- 2.9 Provide the following reports electronically in a format acceptable to the state:
 - a) Monthly listing of paid items
 - b) Condensed outstanding/paid check listing
 - c) Deletion report
 - d) A summary report of the transmissions received for the reconciliation period
 - e) Detailed outstanding check report
 - f) Daily listing of paid items
 - g) Daily listing of stopped items
 - h) Daily and monthly reconciliation file.

The outstanding check report should have a field or fields capable of reporting at least thirty (preferably 40) characters of data, including an alpha/numeric agency number, a numeric employee number, and full employee name. This information is provided on the original issue file transmission. Please provide examples of your reports.

- 2.10 Provide check truncation for 90 days or until it is determined, by the state, that the digitized image is legible. Respondent shall retain check copies for seven years. Respondent shall provide for the eventual destruction of cancelled checks.
- 2.11 Provide end-of-month paid check data via FTP, and bank statements, digitized images of paid checks, and related documents via online access. Daily paid checks should be summarized as a list post item on bank statement. Discuss how paid check records provided will coincide with end-of-month bank statements. Describe how and when the statements, check images and related documents will be available in Respondent's online system.
- 2.12 Provide, on a monthly basis, an electronic transmission of all paid, canceled, and outstanding items. Both paid item data and paid check blip reference numbers should be in a format that can be downloaded and resorted by the OTT using check numbers to retrieve relevant information, including paid status.
- 2.13 Provide zero-balance disbursement accounts. Any fee charged for transfers from the concentration account to the zero-balance accounts shall be charged only as inter-bank transfers, and shall not also be charged as items deposited and/or checks paid.
- 2.14 Provide controlled disbursement service.

The final notification for the day shall include all charges to the account. Any over-the-counter items, internal bank charges, and rejected/damaged items should be charged to the account the following day. This will create some float. Please indicate how your bank would like to be compensated for covering any such float. The state's preferred approach is for any costs to be included in the per item check charge.

Please describe controlled disbursement at your bank and answer the following questions:

- a) What ABA # and bank name do you utilize for controlled disbursement accounts?
 - b) Please describe your notification and funding options for controlled disbursement customers. Please include the times that you normally notify customers of daily clearings - first and last presentments.
 - c) How many times in the last three (3) months have you missed your notification deadline?
- 2.15 Provide disbursement float analysis reports in electronic format. Detailed backup to the reports is required. Please provide a sample of your reports.
 - 2.16 Provide reimbursement to the State for items drawn upon the State account for which the State has submitted affidavits of forged endorsement. Settlement will be made between the bank and the bank of first deposit.
 - 2.17 Provide the ability to track the clearing totals for each of the following types of checks on a daily basis:
 - a) regular payroll payments (alpha characters in first three positions)
 - b) retirement payments (three numeric characters in first three positions). Please indicate how your bank will provide this information.

3.0 Direct Deposit Processing

- 3.1 Provide direct deposit services:
 - a) Process preauthorized ACH credit payroll payments (direct deposits). Please include in your description the daily cut-off times (or required schedule) for submission of these files. If there are authentication processes for each file, please describe the processes and any requirements. State the settlement period (hours/days) subsequent to receiving data from the state for preauthorized ACH credit entries (direct deposits). If different, state settlement periods involving weekends and holidays.
 - b) Process reversals/deletions of preauthorized ACH credit entries for direct deposit.
 - c) Notify the state of any actual transactions rejected by any bank within 24 hours of notification from the appropriate clearing house. Deliver such notification in an electronic format acceptable to the state.
 - d) Provide a reconciliation process. Describe your reporting timeline and timeline for the state's access to reports for amounts disbursed via direct deposit. Include audit trail(s) for each transaction throughout the process.
 - e) Debit the State accounts for the net amount of funds due on the banking day on which those funds are posted to the accounts of employees and retirees.
 - f) Not permit a waiver, levy or encumbrance of levies to be placed upon the personal account if the employee or retiree has opted for Direct Deposit, except as authorized under federal law.
 - g) Indicate the time period that the state has to retract an ACH payment made to an incorrect bank account.
- 3.2 Provide the state with a daily payment report of all preauthorized ACH credit entries or direct deposits settled to employee and retiree accounts.
- 3.3 Provide the state with electronic daily reports of payment-related data for rejected files, returned files and reversals/deletions. There should be separate sections for rejected files, returned files, and reversals/deletions, and each section should have sufficient detail and, for returns or rejections, the reason for each. If the state elects to send data needed to identify consumers with payment-related data, this identifying data should be "passed back" in the report.
 - a) Describe regular summary and detail reports which will be provided and provide samples.
 - b) Describe how the reports will be made available electronically.
 - c) State the time when each report will be available.
- 3.4 Provide support in promoting direct deposit to state employees and retirees.
- 3.5 Provide an automated capability for administering large-scale changes in bank ABA numbers or bank account numbers.
- 3.6 Provide staff to work with the state in resolving transmission errors (e.g., in which an incorrect pre-note was not returned in a timely manner) that result in the return of funds.
- 3.7 Please indicate the ACH formats that your bank supports.
- 3.8 Assist the state in streamlining the administrative, pre-note and penny test processes.
- 3.9 Please indicate how your bank can accommodate late transmissions from the state in the event of a business disruption.

- 3.10 Following a morning transmission, allow the state to delete items from the direct deposit file until 3:00 p.m. two days prior to the pay date (i.e., ability to delete transactions until 3:00 p.m. on Wednesday for a Friday check date).
- 3.11 Please describe the process and the requirements of testing ACH file changes, whether due to the state's software change, the bank's changes (ABA, account, name, etc.) or the desire to change to a new ACH format.

Part B – Vendor Disbursements

The Respondent shall:

4.0 General Services

- 4.1 Maintain staff and facilities sufficient to perform required services.
- 4.2 Employ an account officer to manage the Respondent's responsibilities and maintain a positive customer/Respondent relationship.
- 4.3 Provide the state with online capabilities to initiate transactions or access account activity and payment information.
 - a) Describe your institution's general online capabilities to process transactions and generate reports.
 - b) Discuss client-driven administrative capabilities and requirements for Respondent's online system for managing State bank accounts.
 - c) Provide sample reports, screens or other documentation of the online system.
 - d) The system shall include the following capabilities:
 - Positive pay review and inquiry with linked image access.
 - Approval or return of positive pay exceptions; related reports.
 - Transmit supplemental positive pay issue and void information; related reports.
 - Paid item inquiry with linked image access.
 - Stop payment services. Functions should include: stop, cancel, status of check inquiry, print confirmations, and copy of paid items. Please describe your online confirmation process, the amount of time required for a stop payment to become effective, and the state's ability to rely on the confirmations for reissuing checks. Please describe any other features offered for stop payment services. On-line stop payments should remain active for two years. Stopped checks should remain part of the outstanding list for the same period of time. At the end of two years, the item should be removed from the outstanding list. Ideally, stop payments would be identified with one of two transaction codes: (a) a code that indicates that a stop payment has been placed on the item, and (b) a code that indicates that a check has been reissued and the amount of the stopped check has been deleted from the master file (this should occur simultaneously).
 - Previous and current day detail and summary reports of bank account activity and ledger and available balances. The previous day's deposit and credit information should be available by 7:00 a.m. the next business day.
 - Bank account statements and various reports.

- Images of disbursement activity.
 - Transaction searches for bank account activity.
 - Initiation of repetitive and non-repetitive wire transfers and ACH credits and debits. Please indicate process and security relating to establishment of repetitive transaction codes.
 - Daily reports of all incoming and outgoing ACH/wire activity. Included in these reports should be the ACH/wire originator, account number, date, reference number, dollar amount, and identifying codes (e.g., CFDA number, agency number, or FEIN). Please provide samples of your reports.
 - Indicate operating environment.
- 4.4 Provide secure email service for communications containing sensitive data. Please describe.
- 4.5 Provide services necessary for any transitions from current banks (if necessary) and to possible successor banks.
- 4.6 Keep the state informed of planned bank mergers (including acquisitions and sales) and how such mergers would affect operations, ABA numbers, and account numbers.
- 4.7 Accommodate daylight overdraft positions. Please discuss your daylight overdraft policies and limits. Generally, Respondents should be able to accommodate daylight overdraft positions of at least \$300 million. Occasionally, particularly at month-end or quarter-end, daylight overdrafts may approach \$1 billion.
- 4.8 Annually provide SAS 70 audit reports or similar reports attesting to system security.
- 4.9 Provide concentration services.
- 4.10 Provide manual and automated balance transfer services. Indicate available options.
- 4.11 Provide for testing of new checks. Please describe the process and requirements of verifying test checks, whether due to new check stock, signatures, bank changes (for example. name, ABA, account number). Describe the process of testing positive pay files.
- 4.12 Discuss your business continuity capabilities and practices.
- 4.13 Accommodate state data file formats.

5.0 Check Processing

- 5.1 Cash all checks duly presented for payment with two acceptable forms of identification, even if the payee does not have an account at the financial institution. Non-account holders cashing checks drawn on the State's account will need to show two valid forms of ID. Acceptable forms of identification would include, but are not limited to, a State-issued driver license, federally-issued identification, a bank's credit card or U.S. college/university identifications issued for the current semester or term. No extra service fees shall be assessed for state-issued checks cashed or deposited at any financial institution.
- 5.2 Refuse to honor any check if it appears, in the exercise of prudent business judgment, that such check has been altered, raised or forged, or is otherwise unfit for payment.

- 5.3 Refuse to honor any check that is over six months old.
- 5.4 Provide, upon request from the state, a file containing a listing of all outstanding checks. Also, provide the ability to delete any outstanding checks from positive pay database and provide a file containing a listing of all deleted items. All file layouts must be approved by the state.
- 5.5 Provide “teller line” positive pay services.
- 5.6 Provide “payee” positive pay service (verification of check number, dollar amount and payee name) for checks presented against state accounts. Accept check issue and cancellation data via File Transfer Protocol (FTP). Discuss your verification procedure to ensure transmission receipt and accuracy. Provide for manual acceptance of check issue and cancellation data as needed via online system or fax. Integrate check issue and cancellation data into your ‘payee positive pay’ database by next business day or sooner. Discuss cutoff times for file receipt if applicable. Describe process provided for the state to view positive pay exceptions, make pay/return decisions and receive confirmations. Describe how financial institution will correct encoding errors before presenting positive pay exceptions.
- 5.7 Provide full account reconciliation of paid checks to issued checks. Discuss staff dedicated to state accounts. Discuss the time lapse from end of reconciliation period until account is reconciled and reports and statements are available. Provide sample reports of account summary, daily items paid, miscellaneous debits and credits, and reconciliation statement.
- 5.8 Provide digitized images of paid items on compact disks and through online access to Respondent’s storage system. Discuss the processes provided to search for, view, save and print paid check images. If images are available online, discuss the length of time that images are retained. If images are available online, discuss the length of time required to display images 90 days old or less, 91 days old to one year, and greater than one year. For CDs, discuss the type of indexing used and software provided to the state to manage index database, search, view and print. Please indicate the time required to provide a hard copy of a paid check if requested by the state.
- 5.9 Provide the following reports electronically in a format acceptable to the state:
 - a) Monthly listing of paid items
 - b) Condensed outstanding/paid check listing
 - c) Deletion report
 - d) A summary report of the transmissions received for the reconciliation period
 - e) Detailed outstanding check report
 - f) Daily listing of paid items
 - g) Daily listing stopped items
 - h) Daily and monthly reconciliation file.

The outstanding check report should have a field or fields capable of reporting at least thirty (preferably 40) characters of data, including an alpha/numeric agency number and vendor name. This information is provided on the original issue file transmission. Please provide examples of your reports.

- 5.10 Provide check truncation for 90 days or until it is determined, by the state, that the digitized image is legible. Respondent shall retain check copies for seven years. Respondent shall provide for the eventual destruction of cancelled checks.
- 5.11 Provide end-of-month paid check data via FTP, and bank statements, digitized images of paid checks, and related documents via online access. Daily paid checks should be summarized as a list post item on bank statement. Discuss how paid check records provided will coincide with end-of-month bank statements. Describe how and when the statements, check images and related documents will be available in Respondent's online system.
- 5.12 Provide, on a monthly basis, an electronic transmission of all paid, canceled, and outstanding items. Both paid item data and paid check blip reference numbers should be in a format that can be downloaded and resorted by the OTT using check numbers to retrieve relevant information, including paid status.
- 5.13 Provide zero-balance disbursement accounts. Any fee charged for transfers from the concentration account to the zero-balance accounts shall be charged only as inter-bank transfers, and shall not also be charged as items deposited and/or checks paid.
- 5.14 Provide controlled disbursement service. The final notification for the day shall include all charges to the account. Any over-the-counter items, internal bank charges, and rejected/damaged items should be charged to the account the following day. This will create some float. Please indicate how your bank would like to be compensated for covering any such float. The state's preferred approach is for any costs to be included in the per item check charge.

Please describe controlled disbursement at your bank and answer the following questions:

- a) What ABA # and bank name do you utilize for controlled disbursement accounts?
 - b) Please describe your notification and funding options for controlled disbursement customers. Please include in this description the times that you normally notify customers of daily clearings - first and last presentments.
 - c) How many times in the last three (3) months have you missed your notification deadline?
- 5.15 Provide disbursement float analysis reports in electronic format. Detailed backup to the reports is required. Please provide a sample of your reports.
 - 5.16 Provide reimbursement to the State for items drawn upon the vendor account for which the State has submitted affidavits of forged endorsement. Settlement will be made between the bank and the bank of first deposit.
 - 5.17 Provide the ability to track outstanding checks by business unit, which is a five character field included on the positive pay file.

6.0 ACH Processing

- 6.1 Provide ACH services:
 - a) Process preauthorized ACH credit payments. Please include in your description the daily cut-off times (or required schedule) for submission of these files. If there are authentication processes for each file, please describe the processes and any requirements. State the settlement period (hours/days) subsequent to receiving data from the state for preauthorized

ACH credit entries. If different, state settlement periods involving weekends, end of month and holidays.

- b) Process reversals/deletions of preauthorized ACH credit entries.
 - c) Notify the state of any actual transactions rejected by any bank within 24 hours of notification from the appropriate clearing house. Deliver such notification in an electronic format acceptable to the state.
 - d) Provide a reconciliation process. Describe your reporting timeline and timeline for the state's access to reports for amounts disbursed via direct deposit. Include audit trail(s) for each transaction throughout the process.
 - e) Debit the State accounts for the net amount of funds due on the banking day on which those funds are posted to the accounts of payees.
 - f) Not permit a waiver, levy or encumbrance of levies to be placed upon the personal account if the payee has opted for ACH payment, except as authorized under federal law.
 - g) Indicate the time period that the state has to retract an ACH payment made to an incorrect bank account.
- 6.2 Provide the state with a daily payment report of all settled preauthorized ACH credit entries.
- 6.3 Provide the state with electronic daily reports of payment-related data for rejected files, returned files and reversals/deletions. There should be separate sections for rejected files, returned files, and reversals/deletions, and each section should have sufficient detail and for returns or rejections, the reason for each. If the state elects to send data needed to identify consumers with payment-related data, this identifying data should be "passed back" in the report.
- a) Describe regular summary and detail reports which will be provided and provide samples.
 - b) Describe how the reports will be made available electronically.
 - c) State the time when each report will be available.
- 6.4 Provide support in promoting ACH payments to vendors.
- 6.5 Provide an automated capability for administering large-scale changes in bank ABA numbers or bank account numbers.
- 6.6 Provide staff to work with the state in resolving transmission errors (e.g., in which an incorrect pre-note was not returned in a timely manner) that result in the return of funds.
- 6.7 Please indicate the ACH formats that your bank supports.
- 6.8 Assist the state in streamlining the administrative, pre-note and penny test processes.
- 6.9 Please indicate how your bank can accommodate late transmissions from the state in the event of a business disruption.
- 6.10 Following a morning transmission, allow the state to delete items from the issue file until 3:00 p.m. two days prior to the pay date (i.e., ability to delete transactions until 3:00 p.m. on Wednesday for a Friday check date).
- 6.11 Please describe the process and the requirements of testing ACH file changes, whether due to the state's software change, the bank's changes (ABA, account, name, etc.) or the desire to change to a new ACH format.

Part C – Value-Added Services

- 7.0 Provide a list of any other services beyond those previously specified that could afford additional benefits to the state. Be sure to include the costs of those services in the cost section of your proposal.

Section III – Contract Term

The Office of the Treasurer intends to enter into a contract or contracts for four year terms.

Section IV – Contractor Qualifications

Respondents submitting a proposal in response to this RFP must demonstrate the following qualifications:

- A. The Respondent must be a financial institution organized under the laws of the United States with a physical presence in Connecticut.
- B. The Respondent must have demonstrated comparable experience of similar or greater volume with each of the services it is proposing to provide.
- C. The Respondent must be able to act as an Originating Depository Financial Institution for ACH payments.
- D. The Respondent will be responsible for managing all efforts required to satisfy OTT's stated needs in the service areas and will manage all subcontractors. OTT requires that the Awarded Respondent ensure that all subcontractors adhere to OTT's contractual requirements for the Awarded Respondent.
- E. The Awarded Respondent must provide a minimum \$25 million fidelity bond.
- F. Warranty of Financial Good Standing: The Respondent warrants that to the best of its knowledge there are no actions, suits, or proceedings pending or threatened against or affecting it or any of its property in any court or before any arbitrator or before or by any governmental entity, domestic or foreign, except actions, suits, or proceedings of the character normally incident to the kind of business conducted by it and as to which, any adverse determination in excess of any accruals to reflect potential liabilities would not materially adversely impact its business, assets, operations, or condition, financial or otherwise, taken as a whole, or materially adversely impact its ability to perform its obligations under the RFP and any resulting contract, and it is not in material default with respect to any other contract or material order of any court, arbitrator or governmental entity.

Respondent also warrants that all information provided to in accordance with this RFP fairly present its consolidated financial position as of the date of its submission and that there has not been any material adverse change in its business, assets, liabilities, or condition, financial or otherwise.

- G. Proposals must include the disclosure of any ongoing litigation and any adverse actions against Respondent in Connecticut or in any other state or by the federal government within the past three

(3) years. The disclosure must include the date of initiation and, if resolved, the resolution, the nature of the litigation or adverse action, and the parties involved in the action.

- H. The selected Respondent must be ready to comply with all terms of the RFP and any resulting contract no later than ninety (90) days from the contract award, unless otherwise agreed by both parties.

Section V – Submission Deadline

Proposals must be received by 4:00 p.m. on November 10 , 2016, at the Office of the Treasurer, 55 Elm Street, 6th Floor, Hartford, CT 06106, and Attention: Lawrence Wilson, Assistant Treasurer – Cash Management.

Section VI – Evaluation Criteria

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

- A. Experience of the Respondent in providing the proposed services.
- B. Quality of proposed services.
- C. Qualifications of personnel including the qualifications and experience of the day-to-day personnel servicing the State’s business as well as the breadth and depth of other professionals who may provide services to the State as needed; availability of day-to day personnel and other professionals as needed; demonstrated commitment to understanding and serving client needs and responsiveness to client requests for assistance; team organization and approach, including the ability to adequately staff and complete time-sensitive transactions and to interact effectively with the State personnel.
- D. Quality of proposal.
- E. Financial impact, including fees, compensation and the availability of funds.
- F. Connecticut presence as evidenced by the number of offices the Respondent maintains in Connecticut, the number of Connecticut residents employed in those offices, and the provision of proposed services within the State.
- G. Extent to which work (development, ongoing support and customer service) by Respondent and subcontractors will be performed within Connecticut and the United States.
- H. Financial capability to provide the requested services and overall financial stability of the Respondent.
- I. Equal employment opportunity record as evidenced by the composition of Respondent’s personnel and the Respondent’s affirmative action and equal employment opportunity policies and practices.
- J. Corporate citizenship policies, as reflected in the bank’s response to the Corporate Citizenship disclosure, Attachment F.

- K. Overall compliance with State and federal laws and policies as evidenced in the completion of the required Legal and Policy Attachments and the required submissions.

Financial impact, including fees, compensation and the availability of funds will be an important factor in the evaluation process. The Office of the Treasurer, however, is not required to select the lowest cost response.

A committee of Office of the Treasurer and Office of the Comptroller personnel will evaluate each proposal. The State Treasurer will make the final selection.

After final selection, the State will enter into contract negotiations with the selected Respondent(s) to finalize terms, fees and conditions. This RFP and the selected Respondent's proposal or Respondents' proposals, or any parts thereof, may be included in and made a part of the final contract(s).

If an acceptable agreement with the Respondent is not reached within 30 calendar days of the Respondent's selection, the State reserves the right to disqualify the Respondent and to negotiate with the next preferred Respondent.

Section VII – 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 RFP Contact. The Official RFP Contact is:

Lawrence Wilson, Assistant Treasurer – Cash Management
Office of the Treasurer
55 Elm Street, 6th Floor
Hartford, CT 06106
860.702.3126
860.702.3041 (fax)
lawrence.wilson@ct.gov

- 2. **Respondent's Representatives.** Respondents must designate an authorized representative and one alternate. Provide the name, title, address, telephone and FAX numbers, and e-mail address for each representative.
- 3. **Communications Notice.** All communications with the OTT or any person representing the agencies concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by Respondents or their representatives may result in disqualification or other sanctions, or both.

- 4. **RFP Timeline (Schedule of Events).**

October 4, 2016	RFP Released
October 18, 2016	Letters of Intent Due
October 20, 2016	Bidders' Conference
November 10, 2016	Deadline for Submitting Proposals

- 5. **Letter of Intent.** Any Respondent intending to respond to this RFP must submit a scanned and emailed Letter of Intent to the Official Agency Contact by e-mail not later than October 18, 2016.

The letter of intent is non-binding, in that the Respondent is not required to submit a proposal. The purpose of the letter of intent is to enable the agency to send interested Respondents new information concerning this RFP in a timely manner.

6. **Bidders' Conference.** A bidders' conference for Respondents will be held on October 20, 2016 at 1:00 p.m. at the Office of the Treasurer, 7th floor conference room, 55 Elm Street, Hartford.

The rules for the bidders' conference are as follows:

- a. No questions will be answered prior to the conference.
- b. Questions may be submitted in writing, either prior to or at the conference. Questions may also be asked at the conference.
- c. All questions received before or at the conference will be answered orally at the conference. If any follow-up responses or clarifications are necessary after the conference, they will be distributed to only those in attendance at the conference.
- d. Attendance at the bidders' conference is mandatory. Proposals from Respondents which do not attend the conference will not be considered.

7. **Inquiry Procedures.** Respondents may submit questions about the RFP after the bidders' conference to the Official RFP Contact on or before October 25, 2016. Questions must be in writing and submitted by e-mail. Substantive questions will not be accepted over the telephone. Anonymous questions will not be answered. The Office of the Treasurer reserves the right to provide a combined answer to similar questions. The Office of the Treasurer will distribute official answers via email to the questions not later than November 2, 2016 to all Respondents who submitted a letter of intent. Any Respondent who has not received the answers within two business days following the distribution date may contact the Official RFP Contact by telephone to request a copy. Any RFP amendments will be sent via email to all Respondents attending the bidders' conference and will be posted on the Office of the Treasurer's website at www.state.ct.us/ott/.

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

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

If a Respondent in good faith believes that any portion of its submission is exempt from public disclosure under FOIA, then, in order to maintain confidentiality, the Respondent (i) should include an explanation containing the precise statutory basis for such exemption from disclosure under FOIA and (ii) 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 (i) represents that it has a good faith reasonable belief that such information is exempt from disclosure under FOIA pursuant to the precise statutory basis for such exemption, and (ii) agrees to reimburse the Treasurer for, and to indemnify, defend and hold harmless the Treasurer, its officers, fiduciaries, employees and agents from and against, any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys’ fees, expenses and court costs of any nature whatsoever arising from or relating to the Treasurer’s non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

9. **Minimum Submission Requirements.** At a minimum, proposals must (1) be submitted before the deadline, (2) follow the required format, (3) satisfy the packaging and labeling requirements, (4) be complete, and (5) include the required Attachments. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.
10. **Legal and Policy Attachments.** Complete all Legal, Policy, Security and Confidentiality Attachments in accordance with the directions provided. Failure to complete the Attachments may result in the Proposal not being reviewed.
11. **Contract Compliance Requirements.** The State of Connecticut is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

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

12. **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 Respondent will be required to provide an updated disclosure at the time the contract is executed. See the **Directions** accompanying the **Legal and Policy Attachments** for instructions.
13. **Packaging and Labeling Requirements.** All proposals must be submitted in sealed envelopes or packages clearly labeled “RFP – OTT Banking Service.” An original (clearly identified as such) proposal, eight conforming copies, and one copy in PDF format on a CD-R disk must be submitted. The original proposal must be signed by the Respondent. Unsigned proposals will be rejected. Proposals transmitted by facsimile or email will not be accepted or reviewed.
14. **Meetings with Respondents.** At its discretion, the agency may convene meetings with Respondents in order to gain a fuller understanding of the proposals. The meetings may involve

interviews, presentations, or site visits. If the agency decides meetings are warranted, the Official Agency Contact will telephone Respondents to make an appointment.

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) Contact Information
 - i. Name of Respondent
 - ii. Business Location
 - iii. Mailing Address

- b) Respondent's Representatives
The Respondent must designate an authorized representative and one alternate who may speak and act on behalf of the Respondent in all dealings with the agency, if necessary. Provide the following information for each individual.
 - i. Names and titles
 - ii. Telephone Numbers
 - iii. Email Addresses

- c) A statement indicating that the Respondent has the capability to provide the proposed services.

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

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

- f) Include a statement that the Respondent has read and accepts the agency's standard contract and conditions (Attached) in their entirety and without amendment, or it has submitted proposed revisions.

- g) A statement that the Respondent has read and accepts the State's contract compliance requirements.

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

2. Respondent Information

- a) For each service you are proposing to provide: Describe your experience, facilities, processes and personnel that demonstrate your capability to meet or exceed the RFP requirements. Specifically include:
 - i. Description of appropriate customer service departments, hours of operation, number and experience of staff.
 - ii. Planned system changes or conversions.
 - iii. Experience with providing the required and optional services.

- b) Describe the Respondent's business organizational structure. If the Respondent is a corporation, provide: the state in which incorporated; the types of business ventures in which the Respondent is involved; and a chart of the organizational structure. Proposal must include:
 - i. Company name and description of services.
 - ii. If a subsidiary, the name of the parent company.
 - iii. Ownership.
 - iv. Other company locations, including any location from which services requested in this RFP will be delivered.
 - v. Within the past three years, have there been any significant developments in your organization, such as changes in ownership, restructuring, or personnel reorganizations?
 - Describe the line(s) of business of your firm, any parent organization and any affiliated companies. List any potential conflicts between the lines of businesses within the organization.
 - Within the last five (5) years, has your organization, or an officer or principal, or any key personnel that would be assigned to this engagement, been involved in any business litigation or other legal or regulatory proceedings? If so, provide an explanation and indicate the current status or disposition.

- c) Indicate clients to whom you provide similar services that have equivalent or greater processing volumes. Please specify the volumes for each service for each client. Provide the number of clients to whom you provided similar services who have terminated your services in the last three years. In each case, detail the reason for termination.

- d) Indicate the total monthly processing volume for each service you are proposing to provide.

- e) If a change of ownership of the Respondent is anticipated during the twelve (12) months following the submission, the Respondent must describe the circumstances of such change, when the change is likely to occur, and potential impacts on customer services.

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

vi. Three (3) references

The State retains the right to approve any and all subcontractors during the term of any contract that may result from this RFP. Respondent shall remain responsible for performance of all services, and payment of all subcontractors, and shall indemnify the State from any claims, suits, damages, or losses caused by any subcontractor in the performance of any services or brought by subcontractor against the State in connection with services performed under this agreement.

g) If a merger with another financial institution is planned or underway, please discuss potential impacts on your customer services.

h) Financial Condition

Include the two most recent audited annual financial statements.

Please provide the most recent credit ratings by Fitch, S&P, and Moody's for your institution. Indicate the dates of those ratings.

Please provide your latest data on the following three ratios:

Total Risk-Based Capital Ratio

Tier One Leverage Ratio

Tier One Risk-Based Capital Ratio

Please include the date of the information.

i) References

For each service, identify three recent clients for which you are providing similar services that we may contact as references. Provide the following information for each reference: name, title, company address, and phone number. If you provide different services to the same client, you may cite that client multiple times. At least one of the clients must be a governmental entity.

j) Corporate Practices

In addition to the information requested in the Legal and Policy Attachments, Respondents should include:

- Community Reinvestment Act rating and the date of that rating.
- The number of offices the Respondent maintains in Connecticut and the number of Connecticut residents employed in those offices. Also indicate where each of the proposed services would be performed.

3. **Outline of Work**

This section of the proposal should describe the Respondent's approach and plans for accomplishing the work outlined in Section II – Scope of Services. The description should be provided in sufficient detail to permit the state to evaluate proposals fairly without the possibility of misinterpretation. Further, the Respondent should propose a plan for working with state personnel in an effective, mutually agreeable contractor-client relationship.

Respondents are encouraged to suggest alternative or innovative approaches to meeting the state's service requirements. Such alternatives should be described and clearly priced separately.

This section should contain (1) a general overview of not more than two pages and (2) detailed responses to each required and optional service item and requested response in Section II – Scope of Services. The detailed portion should clearly and precisely follow the format of Section II – Scope of Services.

Respondents must address each of the required and optional items for each of the proposed services.

4. Schedule

Include a proposed work schedule, by activity, indicating when each activity will be accomplished. Identify any significant milestones or deadlines. Include due dates for all deliverables.

5. Personnel Resources

- a) Staffing Plan--Identify the personnel resources that will be assigned to each activity delineated in the work plan (above). State the proportion of time that personnel will allocate to each task of the project.
- b) Key Personnel--Identify the key personnel that will be assigned to this project. Attach resumes reflecting their qualifications, including related work experience. Note: The Office of the Treasurer must be notified in writing and in advance regarding the departure of any key personnel from the project.

6. Proposed Cost

Respondents shall provide pricing information for services listed below, as well as any other costs that may be associated with the provision of services.

If Respondent has additional fees or services that would need to be included to meet the service requirements, please include them. Please make sure that all fixed and variable costs have been included. The State will not pay fees for items not included in your proposal.

<u>Services Performed</u>	<u>Unit Price</u>
Account Maintenance	
Monthly Statement	
ZBA Subsidiary Account	
Controlled Disbursement	
Check processing	
Checks paid	
Full Reconciliation per item	
Partial Reconciliation per item	
Positive pay – teller line	
Positive pay – payee	
Digital Image - checks paid	
Check Copies per request	
Check Copies - Compact Disc (CD)	
Image Archive On line 180 days, 1 & 7 years	
Stop Payment Orders – Manual/On line	
Internal Transfer	
ACH Transfers - Outgoing	

ACH Transfers - Incoming
ACH Block/Filter
Courier Service - Per Trip
Reports - Hardcopy
Reports – CD
Reports – Electronic Transmission
Online System
BAI Daily Cleared Check Transmission
BAI Monthly Cleared, Outstanding, Stopped & Canceled Check Transmission
Paid transmission
Paid transmission per item
Intraday Detail Report
Prior Day Detail Report
Incoming Fedwire Transfer
Outgoing Fedwire Transfer - Manual
Outgoing Fedwire Transfer – Automated
Outgoing International Wire Transfer
Wire out-Drawdown Response
Float Disbursement Report

ACH Payments

ACH Returns
ACH Control
ACH Originated Items –Debit (by format)
ACH Originated Items –Credit (by format)
File Processes
Notification of Change
ACH Reversal/Delete Batch File
Notice of ACH returns – daily
Notice of ACH returns – monthly
ACH Monthly Maintenance
ACH Input Transmission

The Treasurer requires that all prices quoted be fixed for a minimum of three years and that any subsequent price increases may not exceed the Consumer Price Index for the previous year.

Pricing information must be provided both on a direct fee for service basis and a compensating balance basis. The State reserves the right to evaluate costs and request services based upon either a fee-for-service or a compensating balance basis. To better evaluate the true cost of compensation through balances, please provide the formula used for calculating the earnings credit rate. Should the State decide to provide compensation fully or in part on a balance basis, credit and debit balances at the end of each month shall be carried over to successive months regardless of the calendar year, or whatever time frame that the financial institution uses.

An analysis of service charges incurred shall be provided to the Office of the Treasurer on a monthly basis, via electronic media, if possible.

The financial institution will be required to pay a penalty for each line item that is billed incorrectly on the account analysis or invoice. The penalty shall equal \$50.00 per line item or 15 percent of the line item total, whichever is greater.

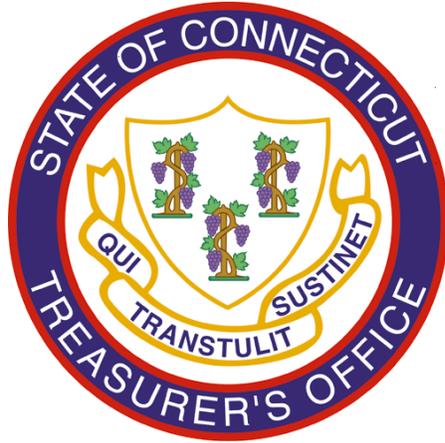
Section VIII – Compliance

- A. Legal and Policy Attachments—Complete the Legal and Policy Attachments (A – L) and the Employment Information Report in accordance with the directions. The documents may be found at the OTT website at http://www.ott.ct.gov/business_compliance_reporting.html.
- B. PLEASE NOTE: If you are the selected Respondent, you will be required to re-execute Attachment D and a modified Attachment E at the time you execute your contract with the Office of the Treasurer.

Section IX - RFP Conditions

- A. All proposals submitted in response to this RFP will become the sole property of the Office of the Treasurer.
- B. The State Treasurer shall be required, as a part of the procurement process, to certify that the Respondent awarded this contract was not selected as a result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person. 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.
- C. The successful Respondent 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.
- D. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP will become the sole property of the State of Connecticut.
- E. Timing and sequence of events resulting from this RFP will ultimately be determined by the Office of the Treasurer.
- F. 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.
- G. 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. 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.
- H. The Office of the Treasurer may amend or cancel this RFP, prior to the due date and time, if the agency deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered.

- I. Any costs and expenses incurred by Respondents in preparing or submitting proposals, including travel expenses incurred to attend Respondents' meetings or interviews are the sole responsibility of the Respondent.
- J. No additions or changes to the original proposal will be allowed after submission, except where corrections of errors or omissions may serve the best interests of the State. Clarifications of proposals may be required by the Office of the Treasurer at the Respondent's sole cost and expense.
- K. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- L. The Respondent must accept Office of the Treasurer's standard contract language and conditions included in the Attachments section. Any proposed revisions must be specified in the proposal. Any additional agreements required by the Respondent must be contained in your proposal. In cases where the RFP terms and your standard agreements conflict, the RFP terms will take precedent.
- M. The Office of the Treasurer reserves the right to award in part or to reject any and all proposals in whole or in part for misrepresentation or if the Respondent is in default of any prior State contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP, or if such action is determined by the Office of the Treasurer to be in the best interests of the state. 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.
- N. The Office of 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 Office of the Treasurer and the Respondent.
- O. Prior to its engagement by the Office of the Treasurer, the successful Respondent shall furnish the Office of the Treasurer with a current and valid Letter of Good Standing issued by the State of Connecticut Department of Revenue Services, pursuant to Connecticut General Statutes 12-2. The failure of the successful Respondent to timely provide a Letter of Good Standing prior to engagement may result in the removal and replacement of the successful Respondent. In addition, the Awarded Respondent must be in good standing with the State of Connecticut and OTT throughout the contract period.
- P. Financial institutions will be subject to the Connecticut General Statutes, with particular reference to Chapter 656 (Protection of Public Deposits) and Sections 3-24, 4-33, 7-401, as well as Section 36a-30 *et seq.* (Community Reinvestment Act Compliance).



PERSONAL SERVICES AGREEMENT
BETWEEN
STATE OF CONNECTICUT
OFFICE OF THE TREASURER
AND

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE #</u>
1	Term _____	1
2	Definitions _____	1
3	Scope of Services _____	2
4	Compensation _____	2
5	Representations and Warranties of the Contractor _____	2
6	Changes in Services _____	4
7	Labor and Personnel _____	4
8	Insurance Requirements _____	4
9	Quality Surveillance _____	6
10	Nondisclosure _____	6
11	Promotion _____	6
12	Confidentiality _____	7
13	Non-Discrimination _____	7
14	Fiduciary Duties _____	10
15	Indemnification _____	10
16	Liability _____	11
17	Corporate Citizenship _____	11
18	Third Party Fee Disclosure _____	11
19	Campaign Contributions _____	12
20	Code of Ethics _____	13

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE #</u>
21	Notice of Certain Legal Proceedings, Internal Investigations _____	13
22	Compliance; Duty to Update; Whistleblower _____	14
23	Equal Opportunity and Diversity _____	14
24	Gift Affidavit _____	15
25	Pay-to-Play _____	15
26	Entire Agreement; Integration; Amendments _____	15
27	Notices _____	15
28	Governing Law; Jurisdiction; Venue _____	16
29	Discovery of Conflicts, Errors, Omissions and Discrepancies _____	16
30	Non-Waiver _____	17
31	Survival _____	17
32	Sovereign Immunity _____	17
33	Termination _____	17
34	Assignment _____	17
35	Severability _____	17
36	Applicable Executive Orders of the Governor _____	18
37	Successor and Assigns _____	18
38	Miscellaneous Provisions _____	18
39	Headings _____	20
40	Further Assurances _____	20
41	Counterpart Originals _____	20

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE #</u>
EXHIBIT A	Executive Order Three.....	22 – 25
EXHIBIT B	Executive Order Seventeen.....	26 – 27
EXHIBIT C	Executive Order Sixteen.....	28 – 29
ATTACHMENT 1	Conflicts of Interest Disclosure Form.....	30
ATTACHMENT 2	Affidavit of Third Party Fees.....	31 - 33
ATTACHMENT 3	CHRO – Contract compliance and Regulations.....	34 - 39
ATTACHMENT 4	Gift Affidavit.....	40
ATTACHMENT 5	Insurance Certification.....	41
ATTACHMENT 6	SEEC Form 10.....	42 – 44
ATTACHMENT 7	Attorney General Non-Discrimination Certification.....	45

FORM

PERSONAL SERVICES AGREEMENT (Non-Investment)

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

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

WHEREAS, the Treasurer has selected the Contractor based on the Contractor's representations in a competitive selection process and wishes to appoint the Contractor as _____, and the Contractor wishes to accept this appointment, on the terms and conditions set forth below; and

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

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

1. Term

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

2. Definitions

- A. "Agreement" shall mean this Personal Services Agreement.
- B. "C.G.S." shall mean the Connecticut General Statutes.
- C. "Commencement Date" shall have the meaning set forth in the introductory paragraph hereto.
- D. "Commission" shall mean the Connecticut Commission on Human Rights and Opportunities.
- E. "Contractor" shall mean _____.
- F. "Election Laws" shall mean C.G.S. Section 9-612 et seq, as amended from time to time.

- G. “Gift Affidavit” shall have the meaning set forth in Section 24 (Gift Affidavit) hereof.
- H. “Internal Investigation” shall have the meaning set forth in Section 21 (Legal proceedings) hereof.
- I. “Proceeding” shall have the meaning set forth in Section 21 (Legal Proceedings) hereof.
- J. “State” shall mean the State of Connecticut.
- K. Intentionally left blank
- L. “State Ethics Code” shall mean Chapter 10 of the Connecticut General Statutes.
- M. “Treasurer” shall mean the then-current Treasurer of the State of Connecticut in her capacity as trustee. Whenever the term Treasurer is used in this Agreement, it shall include the Treasurer or her authorized agent, employee or designee.

3. Scope of Services

- A. [See RFP]
- B. From time to time during the term of this Agreement, as part of the services provided hereunder, the Contractor may provide or cause others to provide to the TREASURER, and the TREASURER may, in her sole discretion, fully participate in and/or accept, certain educational opportunities and/or materials prepared by or obtained by the Contractor for use by or distribution to its clients, such as, but not limited to, seminars, conferences, symposiums, lectures, classes, informal or formal meetings, computer software, computer hardware (such as “thumb” or “usb” drives), publications, periodicals and the like (“Educational Opportunities”), provided that Educational Opportunities relate to those areas of the Contractor’s expertise and its performance of the services hereunder. For the purposes of this section, Educational Opportunities may include, but not be limited to, reasonable travel, lodging and meal expenses associated with the TREASURER’s participation in Educational Opportunities. The Contractor hereby expressly acknowledges that the value of any Educational Opportunities is part of the valuable consideration exchanged herein and, accordingly, the Contractor has accounted for such value in the fees delineated in the Section 4 (Compensation) of this Agreement.

4. Compensation

5. Representations and Warranties of the Contractor

- A. The Contractor represents and warrants that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized and financed to perform such services.

- B. The Contractor represents and warrants that neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will violate any agreement or contractual commitment to which the Contractor is a party or by which it is bound, any law, regulation, order, or any provision of the Contractor's charter documents. The Contractor further represents and warrants that it is not a party to any existing agreement that would prevent the Contractor from entering into and performing this Agreement. For the term of this Agreement, the Contractor agrees not to enter into any other agreement that is in conflict with the Contractor's obligations under this Agreement.
- C. The Contractor represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the state of its organization and has full corporate power and authority to carry on its business as it has been and is currently being conducted.
- D. The Contractor represents and warrants that it has full power and authority to enter into and perform fully the terms of this Agreement and that the execution of this Agreement on behalf of the Contractor is duly authorized and, upon execution and delivery, this Agreement shall be binding upon the Contractor in accordance with its terms.
- E. The Contractor represents and warrants that it has completed, obtained and performed all applicable registrations, filings, approvals, licenses, authorizations, consents and/or examinations required by any government or governmental authority for entry into this Agreement and performance of the services contemplated herein, and the Contractor further represents and warrants that it shall maintain all such proper and required registrations, filings, approvals, licenses, authorizations, consents and/or examinations for the term of this Agreement.
- F. The Contractor represents and warrants that it shall act as an independent contractor in performing this Agreement and shall maintain complete control over its employees and any subcontractors hired by it to perform services hereunder.
- G. The Contractor represents and warrants that it shall perform all services hereunder in accordance with the terms of this Agreement and in compliance with all applicable federal, state and local laws, regulations, guidelines, permits and requirements.
- H. The Contractor represents that services to be rendered hereunder do not in any way conflict with other contractual commitments with or by the Contractor.
- I. The Contractor represents and warrants that neither any representation and warranty contained herein nor any written statements, certificates or documents delivered or to be delivered to the Treasurer or the Treasurer's designated representative(s) by or on behalf of the Contractor contains or will contain any misstatements of material fact, or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.
- J. The Contractor represents and warrants that the Contractor (including its key professionals) has no undisclosed material or potential conflict of interest with the

Treasurer. Any previously undisclosed material or potential conflicts of interest are disclosed on **Attachment 1** hereto. Advisor represents and warrants that it shall, no less than annually and for the term of this Agreement, report to the Treasurer any changes to the disclosure provided on **Attachment 1**.

- K. The Contractor shall promptly notify the Treasurer in writing in the event any of the foregoing acknowledgements, representations, warranties or agreements herein shall no longer be true.

6. Changes in Services

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

7. Labor and Personnel

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

8. Insurance Requirements

- A. Minimum Coverage Requirements. At minimum, the Contractor shall at its sole cost and expense, during the term of this Agreement, procure and maintain in full force and effect the types and minimum limits of insurance coverage specified in this Section 8 (Insurance) against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. In no event shall the Contractor perform work under this Agreement until the required evidence of insurance has been furnished to the Treasurer. All insurance shall be procured from reputable insurers (rated A-, class X or better by A.M. Best & Company) that are approved/admitted to do business in the State of Connecticut or otherwise acceptable to the Treasurer. Coverage for occurrences happening during the performance of the services provided hereunder shall be maintained in full force and effect under the policy.
- B. Comprehensive General Liability Insurance: The Contractor shall obtain and maintain occurrence-based commercial general liability insurance or similar coverage with a limit of not less than \$1,000,000 for each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

- C. Professional Liability Insurance or Miscellaneous Professional Liability Insurance. The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit of not less than . The Contractor's insurance policy must have a provision for a supplemental Extended Reporting Period ("ERP" a/k/a "tail coverage"). This tail coverage allows for claims to be reported after the policy is terminated for covered incidents that occurred while the Contractor was insured. Should the Contractor cease operations which would result in the termination of this claims-made policy prior to the expiration date of this agreement, the Contractor is required to activate the supplemental "ERP" or "tail" coverage by purchasing the extended coverage prior to the policy's termination. The Extended Reporting Period must be for one full year after termination.
- D. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the Treasurer. At the Treasurer's reasonable option, the Contractor shall reduce such deductibles or self-insured retentions, or shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- E. Certification. The Contractor shall certify to the Treasurer in writing upon execution of this Agreement (**Attachment 5**) and, thereafter at least annually, the nature, amount of and carrier of insurance insuring the Contractor against the risks specified, and the indemnification obligations and liabilities of the Contractor contained in this Agreement. Prior to the execution of this Agreement and as requested by the Treasurer, the Contractor shall furnish the Treasurer in writing with proof of its insurance coverage. In doing so, the Contractor shall furnish the Treasurer with a true and correct copy of (a) the original insurance policies or (b) a Certificate of Insurance that shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the Treasurer. Notices of cancellation, termination and alteration of such insurance or bond shall be delivered to the Treasurer immediately upon receipt by the Contractor.
- F. Cancellations, Modifications, Failures to Maintain, Etc. The Contractor shall not cancel or reduce such coverage as set forth in this Section 8 (Insurance Requirements), except upon thirty (30) days prior written notice to the Treasurer. Notices of cancellation, termination and alteration of such insurance or bond shall be delivered to the Treasurer *via* certified mail immediately upon receipt by the Contractor. If at any time during the term of this Agreement the Contractor fails to obtain or maintain the required insurance, the Treasurer shall have the right to treat such failure as a breach of contract and to exercise all appropriate rights and remedies. Each of the insurance coverage's shall provide for at least thirty (30) days prior written notice to be given to the Treasurer in the event coverage is materially changed, canceled or non-renewed.
- G. Claims. The Contractor shall notify the Treasurer in writing of any claims made to, and any payment received on a claim from any of its insurance carriers pertaining to the State or the Treasurer. The Treasurer reserves the right to receive the benefit of any insurance coverage obtained by the Contractor in amounts higher than the minimums set forth herein.

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

9. Quality Surveillance

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

10. Nondisclosure

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

11. Promotion

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

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

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

12. Confidentiality

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

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

13. Non-Discrimination

- A. The following subsections are set forth here as required by Section 4a-60, as amended; references in this Section 13 references to "contractor" shall mean the Contractor; and references to "commission" shall mean the Connecticut Commission on Human Rights and Opportunities:
- i. The contractor agrees and warrants that in the performance of the Agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, 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 performance of the work involved;
 - ii. The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal

opportunity employer" in accordance with regulations adopted by the commission;

- iii. the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - iv. the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; and
 - v. the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and C.G.S. Section 46a-56.
- B. If this Agreement is a public works contract, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- C. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent (51 %) or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- D. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- E. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- F. The contractor shall include the provisions of subsection A above in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take

such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- G. The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
- i. the contractor agrees and warrants that in the performance of this Agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - ii. the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractors commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - iii. the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and
 - iv. the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- H. The contractor shall include the provisions of subsection (G) above in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided that, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- I. For the purposes of this entire Non-Discrimination section, "Agreement" includes any extension or modification of the Agreement, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by

the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Agreement" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- J. In accordance with the foregoing acknowledgements and agreements, and as required by Public Act 09-158, attached hereto as **Attachment 7** is Contractor's nondiscrimination certificate. Contractor shall update such certificate not later than 30 days after the effective date of any change in the information provided in such certification, and shall certify annually that the most recent certification on file is current and accurate.

14. Fiduciary Duties

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

15. Indemnification

The Contractor hereby indemnifies and shall defend and forever hold harmless the Treasurer, the Treasurer's officers, representatives and employees, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, liabilities, suits, judgments, fines, penalties, charges, interest, attorney's fees, costs and expenses of whatsoever kind or nature including those arising out of injury to or death of the Contractor's employees, whether arising before, during or after completion of the services hereunder, and in any manner directly or indirectly caused or occasioned by, or attributable or contributed to in whole or in part, any act of bad faith, negligence, willful misconduct, improper or unethical practice, infringement of intellectual property rights, breach of fiduciary duty, breach of trust, breach of confidentiality, or any other breach of contract or violation of any law or requirement in connection with this Agreement, by the Contractor, its principals, directors, officers, employees, agents or subcontractors. At the Treasurer's option, and in her sole discretion, the Contractor shall defend at its expense any actions brought against the Treasurer or the State arising out of or in connection with any services performed hereunder or the failure to perform such services, or other breach of this Agreement, by the Contractor, its principals, directors,

officers, employees, agents or subcontractors, and the costs of such defense shall be borne by the Contractor and shall not constitute any expense of nor shall be paid by the State or the Treasurer. This indemnification shall survive any termination of this Agreement.

16. Liability

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

17. Corporate Citizenship

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

18. Third Party Fee Disclosure

The Contractor acknowledges and agrees that:

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

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

The Contractor represents that the information it has disclosed on the Third Party Fee Disclosure Affidavit is accurate and complete as of the date of this Agreement. The Contractor covenants to

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

19. Campaign Contributions

A. The parties hereto acknowledge and agree that C.G.S. Sections 9-612 and 613 (as may be amended from time to time, the “Elections Laws”) among other things, prohibits contributions to and limits solicitations on behalf of a candidate for the Treasurer of the State of Connecticut. The Contractor covenants not to make any campaign contributions or solicitations in violation of such Election Laws for the term of this Agreement. The Contractor further represents and agrees that (i) the Contractor, (ii) any and all directors or persons with 5% or greater ownership in the Contractor, (iii) any and all individuals employed as president, treasurer or executive vice president by the Contractor, (iv) any and all officers and employees of the Contractor with managerial or discretionary responsibilities with respect to the State, (v) the spouse or dependent child who is eighteen years of age or older of any of the foregoing, or (vi) a political committee established or controlled by the Contractor or any such individuals, did not during the last election cycle contribute to or solicit contributions on behalf of, and will not (for the term of this Agreement) contribute to, or solicit contributions on behalf of, any exploratory committee or candidate committee established by a candidate for nomination or election to the Office of the Treasurer of the State of Connecticut.

B. If this Agreement has a value equal to or more than \$50,000 in a calendar year, then the Treasurer hereby notifies the Contractor that, pursuant to the Elections Laws, no principal of the Contractor, as defined in the Elections Laws (“Principal”), shall make a political contribution to or on or after January 1, 2011, knowingly solicit a political contribution from Contractor’s employees or from a subcontractor or principal’s of a subcontractor of Contractor on behalf of: (i) an exploratory committee or candidate committee established by a candidate for election to any of the following offices of the State: Governor, Lieutenant Governor, Secretary of State, Treasurer, Comptroller, or Attorney General; (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates; or (iii) a party committee (each and together, a “Prohibited Contribution”). If the Contractor or a Principal makes or solicits a Prohibited Contribution, then the Treasurer at her sole discretion may void this Agreement immediately and without notice. If the Contractor or a Principal makes or solicits a Prohibited Contribution and the Treasurer decides not void this Agreement, then this Agreement shall not be amended for that period of time proscribed by the Elections Laws.

C. For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the Contractor’s authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising State contractors of State campaign contribution and solicitation prohibitions, and will inform its Principals of the contents of such notice. See **Attachment 6**.

20. Code of Ethics

None of the Contractor, its principals, directors, members, officers, partners, employees or agents shall engage directly or indirectly in any financial or other transaction with any trustee, staff member, or employee of the Office of the Treasurer which would violate the standards set forth in the State of Connecticut Code of Ethics for Public Officials, as codified in Chapter 10, Part 1, Sections 1-79 through 1-90 of the Connecticut General Statutes.

21. Notice of Certain Legal Proceedings, Internal Investigations

- A. As of the date hereof, the Contractor shall have provided the Treasurer with a complete and accurate report in writing of any known or threatened (i) lawsuit, legal or administrative proceeding or governmental investigation, examination, complaint, disciplinary action, non-routine Securities and Exchange Commission inquiry or investigation, or other proceeding relating to the Contractor or any of its affiliates (including any proceedings to which the Contractor, its affiliates, or any of their respective officers, directors, principals, members, partners, managers or employees is a named party or of which any of such has been the focus), or of any other lawsuit, legal proceeding or governmental investigation (whether or not the Contractor or its affiliates, or any of their respective directors, officers, managers, or principal is a party thereto, but only to the extent the Contractor has knowledge thereof) relating to or affecting the Contractor's ability to perform its obligations under this Agreement or involving any investment professional employed by the Contractor who has performed or does perform any services for the Treasurer (each, a "Proceeding") and (ii) formal internal investigations of the Contractor, or any of its directors, officers, principals, members, partners, managers, investment professionals or employees involved with providing services to the Treasurer under this Agreement relating to or affecting the Contractor's ability to perform its obligations under this Agreement or involving any investment professional employed by the Contractor who has performed or does perform any services for the Treasurer (each, an "Internal Investigation").
- B. During the term of this Agreement and to the extent permitted by law, the Contractor agrees to promptly notify the Treasurer in writing of the commencement or existence of any known or threatened Proceeding or Internal Investigation.
- C. During the term of this Agreement and to the extent permitted by law, the Contractor agrees to promptly provide the Treasurer with any and all information reasonably requested by the Treasurer in response to disclosure made pursuant to this Section 21.
- D. During the term of this Agreement and to the extent permitted by law, the Contractor shall promptly inform the Treasurer in writing of any material changes in the status of any pending Proceeding or Internal Investigation previously disclosed hereunder, and shall promptly update any information previously disclosed to the Treasurer related to any such Proceeding or Internal Investigation.

22. Compliance; Duty to Update; Whistleblower

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

23. Equal Opportunity and Diversity

- A. The Contractor agrees and warrants that, in the performance of its duties hereunder, it shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, gender, mental retardation, sexual orientation or physical disability, including but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the services under this Agreement.
- B. The Contractor further agrees to use its best efforts to consider applicants with job-related qualifications for employment and that, once employed, employees are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, gender, mental retardation, sexual orientation, or physical disability. The Contractor agrees, represents and warrants that all solicitations or advertisements for employees placed by it or on its behalf shall state that the Contractor is an "affirmative action – equal opportunity employer." The Contractor agrees, represents and warrants that it shall use its good faith efforts to consider and recruit diverse applicants from the widest possible pool of candidates. In meeting its good faith obligation to recruit diverse applicants, the Contractor agrees, represents and warrants that it shall contact national networks, and shall maintain adequate records of its efforts regarding workforce diversity.

C. The Contractor must complete and submit **Attachment 3**. The Contractor further represents and warrants that the information disclosed on **Attachment 3** is accurate and complete as of the date of this Agreement. During the term of this Agreement, the Contractor agrees to furnish the Treasurer with updated and accurate disclosure no later than December 31 of each year.

24. Gift Affidavit

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

25. Pay-to-Play

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

26. Entire Agreement; Integration; Amendments

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

27. Notices

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

TREASURER: Office of the Treasurer
 State of Connecticut

55 Elm Street
Hartford, CT 06106
Telephone: (860) 702-
Fax: (860) 702-

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

CONTRACTOR:

Telephone:
Fax:

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

28. Governing Law; Jurisdiction; Venue

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

29. Discovery of Conflicts, Errors, Omissions and Discrepancies

- A. In the event of any conflict between the provisions of this Agreement and the provisions of Form CO-802A executed contemporaneously herewith, the provisions of this Agreement shall control.
- B. In case of conflicts, discrepancies, errors or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by the Contractor to the Treasurer for clarification. The Treasurer shall issue such clarification within a reasonable period of time. This remedy shall not be deemed exclusive and the Contractor does not waive any of its legal or equitable remedies. Any services affected by such conflicts, discrepancies, errors or omissions which are performed by the Contractor prior to clarification by the State shall be at the Contractor's risk.

30. Non-Waiver

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

31. Survival

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

32. Sovereign Immunity

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

33. Termination

The parties mutually agree, that either may terminate this Agreement upon thirty (30) days' written notice delivered to the other by certified or registered mail to the addresses provided in Section 27 (Notices). Following the delivery of any notice of termination hereunder, the Contractor shall perform all of its obligations hereunder in good faith as directed by the State and will cooperate fully with the State in taking all necessary or appropriate steps in order to effectuate the orderly transfer of management functions to third parties designated by the State.

34. Assignment

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

35. Severability

If any part or parts of this Agreement shall be held to be void, invalid or unenforceable, or contrary to any express provision of law, or contrary to the policy of express law though not expressly prohibited, or against public policy, then such part or parts shall be treated as severable

from the rest of the Agreement, leaving valid and enforceable the remainder of this Agreement and in no way shall affect the validity or enforceability of the rights of the parties hereto.

36. Applicable Executive Orders of the Governor

- A. This Agreement is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, set forth in the attached **Exhibit A.**
- B. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Three or any state of federal law concerning nondiscrimination.
- C. This Agreement is subject to the provisions of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, set forth in the attached **Exhibit B.**
- D. This Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement.
- E. This Agreement is subject to the provisions of Executive Order Number Sixteen of Governor John G. Rowland promulgated August 4, 1999, set forth in the attached **Exhibit C.**
- F. This Agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order Number Sixteen.
- G. The parties agree to abide said Executive Orders, and agree that, with respect to Executive Orders Three and Seventeen, the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until performance is completed, or until this Agreement is terminated prior to completion.

37. Successor and Assigns

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

38. Miscellaneous Provisions

- A. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not: (i) permit the filing of liens against the State; (ii) obligate the State to indemnify or hold Contractor harmless in any way; (iii) obligate the State to be subject to binding arbitration (iv) provide that this Agreement is expired or terminated. Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a contract that: (i) permits the filing of liens against the State; (ii) obligates the State to indemnify or hold Contractor harmless in any way; (iii)

obligates the State to be subject to binding arbitration, or (iv) provides that this Agreement is expired or terminated is null, void, unenforceable and hereby stricken from this Agreement.

- B. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Personal Service Agreement entered into by the Treasurer for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b). Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a contract for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b) is null, void, unenforceable and hereby stricken from this Agreement.
- C. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not concern or in any way relate to tangible personal property as contemplated by C.G.S. Section 12-411b. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to tangible personal property as contemplated by C.G.S. Section 12-411b is null, void, unenforceable and hereby stricken from this Agreement.
- D. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not funded by and does not concern or in any way relate to a state grant as contemplated by C.G.S. Section 7-396a. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to a state grant as contemplated by C.G.S. Section 7-396 a is null, void, unenforceable and hereby stricken from this Agreement.
- E. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Large Construction or Procurement Contract as contemplated by and defined in Conn. Gen. Stat. §1-101mm. Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a Large Construction or Procurement Contract as contemplated by and defined in Conn. Gen. Stat. §1-101mm is null, void, unenforceable and hereby stricken from this Agreement.
- F. It is the Treasurer's express policy to never intentionally assign or allocate, in whole or in part, to any person or contractor, any Governmental Function of the Office of the Treasurer—as defined by Chapter 14 of the C.G.S. and contemplated by C.G.S. Section 1-218. **If, however, (a) this Agreement has a value greater than or equal to Two Million Five Hundred Thousand Dollars (\$2,500,000) and (b) the State Freedom of Information Commission makes a final determination that this Agreement is a contract for the performance of a Governmental Function, then this Agreement shall be subject to the provisions of C.G.S. Section 1-218, as may be modified from time to time. Accordingly the Treasurer shall be entitled to receive a copy of the Contractor's records and files related to its performance of such Governmental Function, and such records and files shall be subject to the State of Connecticut Freedom of Information Act, C.G.S. Sections 1-200 et seq. No request to inspect or copy such records or files pursuant to the Freedom of Information Act shall be valid unless the request is made to the Office of**

the Treasurer in accordance with the **provisions set forth in the** State of Connecticut Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of **C.G.S. Sections 1-205 and 1-206**

- G. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge and agree that this Agreement does not concern or in any way relate to the Health Insurance Portability and Accountability Act of 1996. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to the Health Insurance Portability and Accountability Act of 1996 is null, void, unenforceable and hereby stricken from this Agreement.
- H. Both parties hereto hereby agree that all references made in this Agreement to any statute, public act, regulation, code or executive order shall refer to such statute, public act, regulation, code or executive order respectively as it has been amended, replaced or superseded.
- I. Despite and notwithstanding any contrary theory at law, in equity or otherwise, including but not limited to “the specific overruling the general,” the parties hereto expressly agree that in the event of any conflict between the provisions of this Section of this Agreement (“Miscellaneous Provisions”) and the provisions of any other Section of this Agreement, the provisions of this Miscellaneous Provisions Section of this Agreement shall override, control and apply.

39. Headings

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

40. Further Assurances

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

41. Counterpart Originals

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

[Signature Page Follows]

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

CONTRACTOR

**TREASURER
STATE OF CONNECTICUT**

By: _____
Title:

By: _____
Title: Treasurer

Dated: _____

Dated: _____

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

By: _____
Title:

Dated: _____

State Of Connecticut
By His Excellency
Thomas J. Meskill
Governor

Executive Order No. Three

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-61e(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

- I. The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.
- II. Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.
- III. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a

compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

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

committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.

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

contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

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

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

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

Thomas J. Meskill
Governor

Filed this 16th day of
June, 1971.

Harry Hammer
Secretary Of The State

EXHIBIT B

State Of Connecticut
By His Excellency
Thomas J. Meskill
Governor

Executive Order No. Seventeen

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

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

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

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

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

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

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

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

- I. The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

EXHIBIT B

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

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

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

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

EXHIBIT B

Thomas J. Meskill
Governor

Filed this 15th day of February 1973.

Harry Hammer
Secretary Of The State (Deputy)

EXHIBIT B

State of Connecticut

By His Excellency

John G. Rowland

Governor

Executive Order No. Sixteen

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy**:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment

- No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

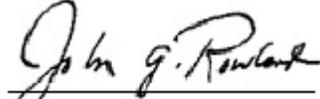
Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

EXHIBIT C

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

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

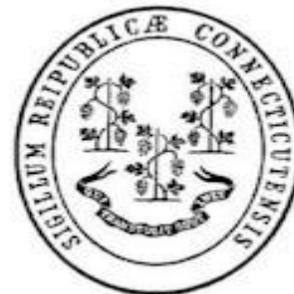
Dated in Hartford, Connecticut, this fourth day of August, 1999.



JOHN G. ROWLAND, Governor

Filed this 4th day of August, 1999.

SUSAN BYSIEWICZ, Secretary of the State





ATTACHMENT 1

Disclosure of Known and/or Potential Conflicts of Interest

Please disclose all known and/or potential conflicts of interest. If no such conflicts exist, either leave the following space blank or write or type "None."

ATTACHMENT 2

FORM A3: FOR COMPLETION BY ALL VENDORS BEFORE CONTRACTING

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

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath.
2. _____ (firm name) intends to enter into a contract to furnish services to the Office of the State Treasurer (the "Contract").
3. All third party fees, agreements to pay third party fees, and consulting agreements attributable to the Contract are as follows (If no such agreements exist, either leave the following table blank or write or type in "None."):

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

(Attach additional copies of this page as necessary.)

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

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

Signed: _____

Print Name: _____

Title: _____

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

Notary Public/Commissioner of the Superior Court

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

ATTACHMENT 2

*STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER*

FORM A3A

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 and payments attributable to a contract made by a **general partner, principal, or employee** of the firm.

ATTACHMENT 2

E. Respondents disclosing payments to, or agreements to pay, placement agents have a duty to inquire and shall report any payments to, or agreements to pay, subagents, and provide all information and documentation requested under A through D, above, with respect to any sub-agent.



ATTACHMENT 3
EMPLOYMENT INFORMATION FORM
OFFICE OF THE STATE TREASURER

WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT

PLEASE GO TO www.ott.ct.gov/business_compliancereporting.html AND CLICK ON THE "COMPLIANCE" LINK TO DOWNLOAD A FILLABLE EMPLOYER INFORMATION FORM. COMPLETE THE FORM, PRINT IT AND ATTACH IT TO THIS ATTACHMENT 3.

ATTACHMENT 4

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

Gift Affidavit

COMPANY NAME: _____ (“Respondent”)

I, _____, am authorized
(name and title)

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

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

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

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

Signature Date

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

Commissioner of the Superior Court/
Notary Public

ATTACHMENT 5



INSURANCE CERTIFICATION

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

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

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

Print Name:

Date

Title:

Sworn and subscribed before me on this _____ day of _____, 200__.

Notary Public

ATTACHMENT 6

SEEC FORM 10

ATTACHMENT 6

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

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

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (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 \$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2000 or twice the amount of the prohibited contributions made by their principals.

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

Contract Consequences

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

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

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

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative

ATTACHMENT 6

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

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

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

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes 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 31 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, a 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 employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Receipt acknowledged: _____ (signature) _____ (date)

Print name: _____ Title: _____

ATTACHMENT 6

Company Name: _____

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations"

Attachment 7

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

