

**STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER**

Request for Proposal

**Third Party Administration for 457, 403(b) and 401(a)
Defined Contribution Plans
Stable Value Manager
Model Portfolios/Investment Advisor**

November 3, 2014



State of Connecticut
Office of the State Comptroller
55 Elm Street
Hartford, CT 06106-1775

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I. STATEMENT OF OBJECTIVES

The State of Connecticut is soliciting proposals for the following services:

- Bundled third party administration (TPA) services (i.e., record-keeping/administration, communication/education, and custodial trustee services) and unbundled investment management services for three governmental defined contribution plans, the Deferred Compensation 457 Plan, the 403(b) Plan, and the Alternate Retirement Program (ARP). The three defined contribution plans share a common investment platform and have combined assets of \$4.5 billion. In addition to providing administrative services, the TPA will be responsible for maintaining compliance with IRS qualification requirements, providing trust –related services and custody, and establishing and maintaining a financial education/communication program. Plan documents for all three plans are available at: www.osc.ct.gov.
- An investment manager for its \$1.7 billion Stable Value Fund, which is available in all three defined contributions plans. Products that are comparable to stable value offerings may also be proposed.
- An investment advisor to create and manage a set of custom target risk portfolios, based on the funds in the Plans' investment platform. This may be bid separately or in conjunction with a proposal to provide TPA services or Stable Value Fund management.

The purpose of this RFP is to solicit proposals from qualified Contractors to obtain the highest-quality services at the most favorable cost (i.e., the maximum value for the benefits proposed) during the period from July 1, 2015 to June 30, 2019. The contract will include a clause that permits the State in its sole discretion to renew the contract for up to an additional one-year period at the conclusion of the four-year contract term. The State reserves the right to accept, combine, or reject any or all proposals submitted for consideration. All proposals will remain sealed until the deadline for submission has passed.

II. SCOPE OF WORK

The State desires to maintain a centrally-administered, institutionally-priced investment platform that will enable it to offer improved services and investment offerings to participants at a competitive price. Through its current arrangement with Voya Life Insurance and Annuity Company and Voya Financial Advisors, LLC (collectively “Voya”), the State has streamlined administration, reduced fees, improved IRS compliance, increased counseling and communications, and achieved greater fee transparency. The State seeks to build on those gains by increasing plan participation rates, enhancing financial education, and seeking out programs to help participants improve investment outcomes and retirement readiness. These efforts include a search for an investment advisor and fiduciary to manage a set of custom target risk model portfolios based on the investment options in the Plans. (Section III. E. below).

Start Date: July 1, 2015 The TPA will be responsible for working with the State to transition assets from the current TPA to the new record-keeping platform. When requested by the State, the TPA will be responsible for developing an account transfer communication plan to encourage participant involvement in transfers and a mapping strategy for those participants who make no transfer election.

All contributions after July 1, 2015 will be made to the selected TPA’s record-keeping platform. Participants who fail to make an election will be mapped to the same or similar funds on the new platform. If applicable, bidders should discuss in their proposal how they would propose transitioning assets from the Stable Value Fund.

III. DESCRIPTION OF PLANS

The current TPA provides comprehensive record-keeping services, investment options, processes enrollments, contributions, earnings and withdrawals, provides management and record-keeping services, produces quarterly individual participant statements, maintains individual participant records, and provides marketing, enrollment and investment services for all eligible employees. Participants have access to a group of salaried investment advisors that schedule group and individual meetings.

The State of Connecticut has a diverse employee population, geographically dispersed throughout the state. Approximately 70% of State of Connecticut employees are enrolled in a defined benefit plan. The remaining 30%, primarily those employed in higher education, have elected membership in a defined contribution plan, known as the Alternate Retirement Program (“ARP”).

Key demographic information is set forth below.

Active Employees	Average Age	Average Salary	Unique Participants (457/403(b)Plans)
54,753	45	\$55,942	40,105

Investments in all plans are participant directed. The Plans' current investment options are listed on page 9 below. All plans share a common investment platform. Utilization of investment options differs slightly from plan-to-plan and is set forth in Exhibit 1. Administration fees are deducted from participants' accounts on a quarterly basis. All plans accept rollovers from eligible retirement plans and individual retirement accounts. Participants are encouraged to leave assets in the plan upon separation from service. Plan details are summarized below:

Plan Type	Assets	Total Accounts	Active Accounts	Annual Contributions
457	\$2.5B	34,161	22,473	\$113M 99.98% Pre-Tax
ARP	\$1.1B	15,339	9,722	\$93M 100% Pre-Tax
403(b)	\$640M	7,686	5,205	\$43M 96.7% Pre-Tax

Summary of Distribution Activity

The 457 Plan and 403(b) Plan permits loans, hardship or unforeseeable emergency withdrawals. Loans do not need to be paid upon separation from service. All plans offer periodic payment options upon separation of employment in addition providing required minimum distribution payments. The annual distribution activity is as follows;

Plan	Type of Distribution	Amount	Participants
457	Loans	\$16,294,028.00	1,507
	Hardship/UE Withdrawals	\$2,449,909.69	340
	Minimum Distributions	\$3,200,281.37	824
	Periodic Payments	\$7,704,234.53	879
	Withdrawals ¹	\$82,653,240.94	1,944
	Death	\$1,512,784.07	54
ARP	Minimum Distributions	\$293,470.57	137
	Periodic Payments	\$2,123,374.35	71
	Termination Withdrawals	\$24,257,024.33	477
	Death	\$274,574.74	8
403(b)	Loans	\$2,715,749.00	187
	Hardship/UE Withdrawals	\$208,526.18	35
	Minimum Distributions	\$464,869.23	102
	Periodic Payments	\$926,958.14	89
	Withdrawals ¹	\$25,755,033.63	394
	Death	\$90,491.88	9

¹Withdrawals – combination of in-service and separation of employment

A. 457(b) Plan

The Deferred Compensation Plan was adopted in 1974 and is an eligible plan under Section 457(b) of the Internal Revenue code of 1986, as amended. Political subdivisions (a city, county or other local unit) that adopt the terms of the State Deferred Compensation Plan and execute a participation agreement are permitted to join the Plan. To date, fifty three political subdivisions have signed up to participate in this Plan. Investments in the Plan are participant-directed. Virtually all employees except rehired retirees, graduate assistants and student employees are eligible to participate in this plan. The minimum annual contribution is \$20.00 per pay period. Online enrollment and contribution changes will be available during the 4th quarter of 2014.

B. Alternate Retirement Program (“ARP”)

The State of Connecticut adopted the ARP in 1976. The ARP is a money purchase plan restricted to eligible employees in the field of higher education who elect membership in lieu of participation in the State’s defined benefit plans. The ARP is qualified under section 401(a) of the Internal Revenue Code. The employee contribution to the ARP is 5%, and the employer contribution is 8%. All investments are participant-directed. Since 2006, all new contributions to the ARP have been invested using the investment platform with Voya.

Before 2006, another financial services provider provided record-keeping and investment management services for the ARP. Current and retired employees were permitted to maintain pre-2006 balances with this discontinued vendor, which has approximately \$1.2 billion in ARP plan assets under management. It is a goal of the State of Connecticut to improve participants’ ability to manage their retirement assets more effectively by, among other things, transitioning ARP assets from the discontinued vendor to a single investment platform with the selected TPA. The TPA chosen will be expected to design and implement a strategy to facilitate this process.

Potential Transfers from ARP to Defined Benefit Plan. In 2010 and 2011, participants in the ARP were given a one-time option to transfer their retirement plan membership from the ARP to the State’s defined benefit plan. The time for exercising that option has not expired, and the number of ARP members who may exercise this option is not currently known. (See discussion at page 12 below.)

C. 403(b) Plan

The 403(b) Plan is a voluntary, tax-sheltered retirement supplement plan. The 403(b) Plan is available only to State educational and hospital employees. The minimum annual contribution to the 403(b) Plan is \$200. Since 2006 all new 403(b) contributions have been made using the current investment platform with Voya. Before 2006, the State of Connecticut had multiple authorized 403(b) Plan vendors. Active participants were permitted to maintain approximately \$342 million in pre-2006 Plan balances with these discontinued vendors. Discontinued vendors are not permitted to issue loans or to process hardship withdrawal requests. Participants in the 403(b) Plan can take in-service distributions beginning at age 59 and ½ years.

It is a goal of the State of Connecticut to improve participants' ability to manage their retirement assets more effectively by, among other things, transitioning 403(b) Plan assets from discontinued vendors to the new platform. The TPA chosen will be expected to design and implement a strategy to facilitate this process.

Voya's plan data aggregation service, known as "PlanwithEase", service permits participants in the 403(b) Plan and ARP to view legacy assets with discontinued vendors. This service also allows the plan sponsor to update employment status information and permits participants to obtain separation certificates to facilitate processing of withdrawals or transfers from discontinued vendors. Loans and hardship distributions are not permitted from discontinued vendors.

Participants in the 403(b) Plan must currently complete paper forms to enroll or make contribution amount changes. Many educational employees hold jobs at multiple colleges within the State's higher education system. Such employees have a separate employee record code and paycheck for each such position. In order to align with the payroll and job identification processes, an employee must complete a separate election form for each employee record code under which he/she is paid and wishes to make a deferral. Contribution elections to the 403(b) Plan do not automatically transfer from one job record to the next. Going forward, the State is interested in making online enrollment and contribution changes available to participants in the 403(b) Plan.

D. Current Education Program.

Voya maintains a custom State of Connecticut Plan web site, which displays educational materials, plan information, plan documents, retirement calculators and other information pertaining to the plans. Over a 12-month period ending September 30, 2014, Voya conducted 161 group educational workshops at various locations throughout the State. Its educational workshops include asset allocation, investment basics, retirement planning for women and a pre-retirement program called "Negotiating Retirement Roadblocks". The geographic distribution of Plan participants throughout the State is shown in Exhibit 2.

The current TPA also employs 15 salary-only advisors who conduct a traditional, "face to face" advice delivery model that is available to all participants. Participants can also schedule appointments directly with a Voya representative. Certain advisors maintain regular on-site

office hours at educational institutions and agencies. It is the State's desire to preserve this arrangement.

To effectuate transactions, Voya offers participants the option of using an automated Voice Response Unit, Internet or to the Customer Call Center. Utilization of these services over a 12-month period ending September 30, 2014, is as follows:

Plan	Internet	Customer Call Center	Voice Response
457	291,065	33,488	15,947
ARP	157,556	8,330	434
403(b)	117,870	6,883	649
Municipal	3,259	247	20

E. Investment Platform

Pursuant to Connecticut General Statutes §§5-264 and 5-264a (e), permitted investments for the 403(b) and 457 Plans include fixed or variable life insurance or annuity contracts or investment trusts managed by a not-for-profit organization registered as an investment advisor under applicable federal statutes. Without a change in state legislation, “white label” investment options (aggregating multiple mutual funds under a single heading) are not currently feasible for these plans.

The three defined contribution plans share a common investment platform, which features an actively managed mutual fund and an index fund in most major asset classes. The funds in the plans are as follows:

Current Investment Line-up	
Connecticut Stable Value Fund	Stability of Principal
PIMCO Total Return Fund - Institutional Class	Bonds
Vanguard® Total Bond Market Index Fund - Institutional	Bonds
Vanguard® Inflation-Protected Securities Fund - Inst	Bonds
Calvert Bond Portfolio - Class I	Bonds
Vanguard® Institutional Index Fund - Institutional Plus	Large Cap Value
American Funds American Mutual Fund® - Class R-6	Large Cap Value
TIAA-CREF Social Choice Equity Fund - Institutional Class	Large Cap Value
Hartford Capital Appreciation HLS Fund - Class IA	Large Cap Value
TIAA-CREF Equity Index Fund - Institutional Class	Large Cap Value
Fidelity VIP Contrafund Portfolio - Initial Class	Large Cap Growth
Wells Fargo Advantage Premier Large Company Growth Fd - Inst	Large Cap Growth
Fidelity VIP Mid Cap Portfolio - Initial Class	Small/Mid/Specialty

Vanguard® REIT Index Fund - Institutional Shares	Small/Mid/Specialty
Vanguard® Mid-Cap Index Fund - Institutional Shares	Small/Mid/Specialty
JPMorgan Mid Cap Value Fund - Class I Shares	Small/Mid/Specialty
Vanguard® Explorer™ Fund - Admiral™ Shares	Small/Mid/Specialty
TIAA-CREF Small-Cap Blend Index Fund - Institutional Class	Small/Mid/Specialty
DFA Real Estate Securities Portfolio - Institutional Class	Small/Mid/Specialty
TIAA-CREF International Equity Index Fund - Institutional Cl	Global / International
American Funds EuroPacific Growth Fund® - Class R-6	Global / International
Vanguard® Target Retirement 2025 Fund - Investor Shares	Asset Allocation
Vanguard® Target Retirement 2015 Fund - Investor Shares	Asset Allocation
Vanguard® Target Retirement 2035 Fund - Investor Shares	Asset Allocation
Vanguard® Target Retirement 2045 Fund - Investor Shares	Asset Allocation
Vanguard® Target Retirement Income Fund - Investor Shares	Asset Allocation

The State of Connecticut wants to minimize disruption to participants by retaining the investment options in its current lineup. Bidders for the TPA services must indicate whether they are able to record-keep all of the options in the current line-up. Bidders are free to propose alternative investment options where they feel another fund in the same peer group or some other asset class should be offered or to recommend that one or more funds be eliminated. Major objectives are to maintain low-priced investment choices, preserve diversification potential, and improve participant investment outcomes.

Note: Investment options with any front-end or back-end loads, 12-b-1 fees or similar charges, or forfeiture penalties will not be considered. With the exception of the Stable Value Fund, the Contractor selected as TPA will not be permitted to offer any proprietary funds in the Plans.

Model Portfolios: The Plans offer eight risk-based model portfolios which are managed by Morningstar Associates, LLC (Morningstar®) under its “Retirement Manager” program. The participant completes a simple risk tolerance questionnaire to determine an Investor Profile, which suggests a Model Portfolio that matches the indicated investment style and time horizon. (Exhibit 3) Once the participant makes a selection Morningstar manages the model portfolio, handles rebalancing, and makes tactical adjustments to the portfolios on a quarterly basis, as needed. To date, 1,319 participants (including the majority of recent enrollees) have selected the model portfolios, which represent \$47 million in assets. Participation in the model portfolios is without additional cost to the participant.

Going forward, the State wants to continue providing participants with the option of having a managed portfolio program. Bidders for the TPA services should indicate whether they are capable of administering the model portfolios—using either Morningstar’s Retirement Manager or a similar program with an investment advisor that will also act as a fiduciary to the Plans.

Brokerage Window: The State of Connecticut does not currently offer and does not intend to add a self-directed brokerage window for the Plans.

F. The Connecticut Stable Value Fund

The Stable Value Fund is an unallocated group annuity, with payment of principal and a minimum 2.5% return, guaranteed by Voya Life Insurance and Annuity Company until February 28, 2015. As of March 1, 2015, the minimum guarantee will be reduced to 1%. The net crediting rate for the fund is set annually and reviewed quarterly.

The Stable Value Fund seeks to provide a relatively high fixed income yield with little market-related risk. Preservation of principal and earned interest is of primary importance. Secondary to the preservation of capital is the need to generate, over time, a composite yield in excess of short-term yields available in the fixed income marketplace. The fund has three investment managers, and provides for payment at book value of participant withdrawals, transfers and other Plan benefit elections. The Stable Value Fund currently offers a blended rate of return for all three plans.

As of September 30, 2014, investments in the Stable Value Fund totaled \$1.7 billion, which comprises approximately 40% of the combined assets in the three plans. Net participant cash flows for the Stable Value Fund are shown in Exhibit 4. The Fund's assets are divided among four portfolios managed by Voya, PIMCO Investment Advisors and Prudential Fixed Income Management.

Roughly 25 percent of the Fund is invested using Voya's Intermediate Strategy benchmarked to the Barclay's Capital U.S. Intermediate Aggregate Index. This portfolio is used for all new cash flow and distributions. The remaining 75% of the Fund's assets are invested following a Core Plus strategy, benchmarked to the Barclay's Capital U.S. Aggregate Bond Index, managed by Voya Investment Management (50%), Prudential Fixed Income Management (12.5%) and PIMCO Investment Advisors (12.5%). The portfolios are rebalanced when a manager's share of the total exceeds the recommended allocation by more than 5%.

As of September 30, 2014, the Stable Value Fund's market-to-book ratio was 102.56% with a net crediting rate of 2.7%. The market-to-book ratio history is set forth in Exhibit 5. The credit rate history, characteristics and current allocation of the Stable Value Fund's portfolios are set forth in Exhibit 6.

For the Stable Value Fund, the State reserves the right to select the fixed income investment structure and investment management team that is in the best interest of the participants. The selected investment manager(s) must have the capabilities to interact with the selected TPA's record-keeping system requirements, and to provide support regarding the communication and education regarding this fund.

Connecticut's Insurance Guaranty Program provides coverage for up to \$500,000 in present value for any participant covered under an unallocated annuity contract issued to a government retirement plan under sections 401, 403(b) or 457 of the U.S. Internal Revenue Code. See description at <http://www.ct.gov/cid/lib/cid/guarfund.pdf>. As most of the State's employees reside within Connecticut, the State desires to preserve the ability of Plan participants residing in Connecticut to seek recovery from such fund in the event that a wrap provider should become unable to fulfill its guarantee.

Future Events Potentially Affecting Stable Value Fund/Structure.

In 2010-2011 approximately 12,000 participants in the ARP were given a one-time option to transfer from the ARP to a newly-created defined benefit plan known as the Hybrid Plan. The deadline for ARP participants to elect such a transfer is 90 days after the State of Connecticut receives a Private Letter Ruling from the IRS regarding the transfer plan. The IRS has not yet issued the PLR and has not indicated when it plans to do so.

Thus far, approximately 600 employees have transferred to the Hybrid Plan; another 450 have elected to transfer and are awaiting calculation of the actuarial cost to purchase their service time. It is unknown how many of the remaining eligible participants may exercise a right to transfer to the Hybrid Plan. In anticipation of making such a transfer, however, a number of current employees have already placed 100% of their ARP assets in the Stable Value Fund.

Some ARP members who have plan assets with the discontinued vendor have begun transferring funds from the discontinued vendor to the Stable Value Fund at Voya in preparation for completing the transfer. (The discontinued vendor currently has approximately \$525 million attributable to ARP members who may be eligible to exercise the transfer option.)

To the extent the ARP balance is insufficient to pay the actuarial cost of purchasing a member's accrued service employees can also use 403(b) or 457 Plan assets for that purpose. In anticipation of needing those funds, a number of participants have placed their 457 and 403(b) Plan assets in the Stable Value Fund as well. The current estimate of retirement assets (including 457 and 403(b) funds) attributable to ARP members eligible to exercise the transfer option is \$1.6 billion), in addition to the \$525 million in ARP assets with the discontinued vendor.

For planning purposes, bidders should explain what strategies they recommend to manage anticipated cash flows and decrease negative impacts on the Stable Value Fund's crediting rate and market-to-book ratio in the event that substantial numbers of the eligible employees elect to transfer to the Hybrid Plan should the IRS issue a favorable Private Letter Ruling.

G. Retirement Income Options

The Plans currently offer a Systematic Withdrawal Option that provides a regular stream of payments, which can be made monthly, quarterly, semiannually or annually. Payments can be also be made using an Estate Conservation Option (ECO) election that recalculates the payments each year based on the participant's life expectancy. For participants who wish to convert a portion of their account into an annuity, the Plans offer Income Solutions[®], a web-based income annuity quote system managed by Hueler Investment Services, Inc., to obtain annuity institutionally priced quotes from multiple insurance companies. The plans do not currently have a guaranteed retirement income distribution option.

IV. INSTRUCTIONS TO BIDDERS

A. Terms and Conditions

Bidders responding to this RFP must be willing to adhere to the following conditions and must affirmatively state their adherence to these requirements with a transmittal letter appended to their proposal response.

1. **Acceptance or Rejection by the State** - The State reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will remain sealed until the deadline for submission has passed.
2. **Conformance with Statutes** - Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut.
3. **Ownership of Proposals** – All proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of Sections 1-200 to 1-259 Connecticut General Statutes (Freedom of Information).
4. **Ownership of Subsequent Products** – Any product, whether acceptable or unacceptable, developed under the contract awarded as a result of this RFP is to be the sole property of the State, unless otherwise stated in the RFP or contract.
5. **Availability of Work Papers** – All work papers and data used in the process of performing this project must be available for inspection by the State of Connecticut Auditors of Public Accounts for a period of three (3) years or until audited.
6. **Timing and Sequence** – Timing and sequence of events resulting from this RFP will ultimately be determined by the State.
7. **Stability of Proposed Prices** – Any price offerings from Contractors must be valid for a period of one hundred eighty (180) days from the due date of contractor proposals.
8. **“Not to Exceed” Quotations** – All cost estimates will be considered as “not to exceed” quotations.
9. **Exclusion of Taxes from Prices** – The State of Connecticut is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal Government and the State. Such taxes must be excluded from quoted prices.
10. **Prohibition of Commissions** – The State of Connecticut will contract directly with organizations capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process or during the term of the proposed contract.
11. **Oral Agreements** – Any alleged oral agreement or arrangement made by a Contractor with any agency or employee will be superseded by the written agreement.
12. **Amending or Canceling Requests** – The State reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interests of the State.
13. **Rejection for Default or Misrepresentation** – The State reserves the right to reject the proposal of any Contractor which is in default of any prior contract or for misrepresentation.
14. **State’s Clerical Errors in Awards** – The State reserves the right to correct inaccurate awards resulting from its clerical errors.
15. **Rejection of Qualified Proposals** – Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

16. **Contractor Presentation of Supporting Evidence** – A Contractor, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.
17. **Changes to Proposal** – No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the State may be required at the Contractor’s expense.
18. **Changes to Personnel**—Each Bidder must certify that the key personnel identified in its response to this RFP will be the persons actually assigned to the engagement.
19. **Collusion** – By responding, the Contractor implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud.
20. **Standard Contract.** Each Bidder must indicate its acceptance of the Comptroller’s standard contract language and conditions. .
21. **Remittance File Layout/ Submission Requirements** – The selected Contractor must conform to the file layout requirements of the State of Connecticut Core-CT system outlined in Exhibit 7. In addition, all Contractors must confirm that they can access the Core-CT portal address from the Production Supplier Portal URL: <https://corect.ct.gov:10400/psp/PSPRD/?cmd=login> and the Test Supplier Portal URL: <https://corect.ct.gov:15000/psp/PSTPR/?cmd=login>.
22. **Freedom of Information** – After the contract is awarded all materials associated with this RFP and the eventual contract may be subject to disclosure under the Connecticut Freedom of Information Act (“FOIA”) and all corresponding rules, regulations and interpretations.
23. **Confidential Commercial Information/Trade Secrets.** Any Contractor who submits matter that the Contractor in good faith determines to contain trade secrets or confidential commercial or financial information must be specifically identified as such. If the Contractor specifically and clearly marks said documentation as “Confidential” the Comptroller will endeavor to keep such information confidential, to the extent permitted by law. The Comptroller has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the FOIA exemption in any proceeding where it is an issue. In no event shall the Comptroller or the State have any liability for disclosure of any documents in its possession which the Comptroller believes are required to be disclosed pursuant to FOIA or other requirements of law.
24. **Redacted RFP.** Each bidder must submit two copies of a redacted version of its RFP response in electronic format (CD or DVD), from which all material asserted to constitute a trade secret, confidential or proprietary information has been redacted and which may be disclosed without objection in the event that the State receives a FOIA request for its proposal.

The State of Connecticut is not responsible for any costs incurred by any party in responding to this RFP.

B. Proposal Submission Requirements

Applicable to all Bidders

1. **Conformance** - All responses to this RFP must conform to these instructions. Failure to conform may be considered appropriate cause for rejection of the response.
2. **Communication Blackout Period** - Except as called for in this RFP, Contractors may not communicate about the RFP with any of the following: the Healthcare Policy & Benefit Services Division (HPBSD) within the Office of the State Comptroller (OSC); the Retirement Division of the OSC; the Administrative Services Division of the OSC, or members of the State Employees Retirement Commission until the successor bidders are selected.
3. **Notice of Intent to Bid** - The notice of intent to bid (Exhibit 8) will be due at the offices of the OSC by 2:30 P.M. on November 10, 2014. In the notice, the Contractor must provide an email address for communication of information about the RFP, answers to questions submitted by Contractors, and other matters about the Contractor selection process. The form may be submitted by fax to 860-702-3662 or emailed to osc.rfp@ct.gov.

No bids will be accepted from Contractors that fail to submit a Notice of Intent to Bid.

4. **Delivery of Responses** - The Contractor shall submit **an original plus twelve (12) copies** of its proposal in loose-leaf binders. The original must include **two (2) electronic copies on CD/DVD format** of all materials submitted in response to the RFP.

RFP responses must be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the proposal is due. The name and address of the Contractor must appear on the envelope. FAX responses are not acceptable.

Proposals shall be submitted to:

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
Attention: Sarah Ormerod
Administrative Services Division
55 Elm Street, Third Floor
Hartford, CT 06106

5. **Deadline for Submission:** Final proposals must be in writing and received by 2:30 p.m. on December 11, 2014. Proposals must be time-stamped as received by the Administrative Services Division no later than 2:30 p.m. on that date. Late proposals will not be considered.

6. Structure of Proposals. Contractors must structure the responses as outlined below:

a. Title Page

The title page should indicate the date, subject, name(s) and title of Contractor, address(es), e-mail address, telephone and fax number(s), and FEIN of the Contractor and/or individual(s) responsible for responding to this request.

b. Signature of Responsible Persons

The proposal must be signed by an authorized official. The proposal must also provide name, title, address, and telephone number for individuals with authority to negotiate and contractually bind the Contractor, and for those who may be contacted for the purpose of clarifying the information provided.

c. Offices

A description of the Contractor's office that would support the contractual services, including its geographic location, staffing level, the background, experience, and qualifications of personnel, as well as other available resources.

d. Questionnaire

Contractors must complete the Questionnaire Section (Sections VI-VIII) applicable to each the RFP section(s) for which they submit a bid.

e. Affirmative Action

The proposal must include a summary of the Contractor's experience with Affirmative Action including a summary of the Contractor's affirmative action plan and the Contractor's affirmative action policy statement.

Regulations of Connecticut State Agencies Section 46a-68j-30(10) require agencies to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- (1)The Contractor's success in implementing an affirmative action plan;
- (2)The Contractor's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- (3)The Contractor's promise to develop and implement a successful affirmative action plan;
- (4)The Contractor's submission of employment statistics contained in the "Workforce Analysis Affirmative Action Report," indicating that the composition of its work force is

at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and

- (5) The Contractor's promise to set aside a portion of the contract for legitimate small Contractors and minority business enterprises, where applicable (See Connecticut General Statutes Section 32-9e).

The State of Connecticut's Contract Compliance Forms applicable to State contracts are available at <http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900>, please click on the four forms indicated below to download the PDF files from the CHRO web page:

(a) **Notification to Bidders.** This document gives notice that the contract to be awarded is subject to the contract compliance requirements mandated by State statutes and regulations.

(b) **Workforce Analysis Affirmative Action Report-State Contractors**
This employment information form is used to report the racial and sexual composition of a firm's or corporation's workplace. The form must be completed by the Contractor and submitted with the proposal.

(c) **Affidavit for Certification of Subcontractors as Minority Business Enterprises**
Upon award of a contract, this form is used to document the good faith efforts of a Contractor to include minority business enterprises as subcontractors (including suppliers) on the State contract.

(d) **Contract Compliance Notice Poster**
This notice concerns the prohibition of discrimination in employment practices. Upon award of a State contract, the notice must be posted by the Contractor in conspicuous places accessible to all employees and applicants for employment.

More information about the State of Connecticut's Contract Compliance requirements is available on the Commission on Human Rights and Opportunities' website at www.state.ct.us/chro under "Contract Compliance."

f. Gifts and Campaign Contributions

Pursuant to Public Act 04-245 all bidders must provide a signed affidavit attesting to whether or not gifts were provided to certain public officials or state employees during the two-year period preceding the submission of a proposal. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 2, anyone who files an affidavit pursuant to Public Act 04-245 shall disclose in those affidavits all contributions made to campaigns of candidates for state-wide public office or the General Assembly. Further, any contractor who is awarded a large State contract shall update the affidavit on an annual basis. Go to <http://www.opm.state.ct.us/olicies.htm#htm#Iffice> Secretary for the most current information about the affidavits. The Contractor is required by the Office of the State Comptroller to provide affidavits detailing campaign contributions and any gifts, as that term is defined in Section 1-79(e) of the Connecticut General Statutes, given to officers or employees of the OSC for the two year period preceding the issuance of the RFP.

g. Executive Summary

At the Contractor's option, an Executive Summary may be included in the Proposal.

h. Redacted CD/DVD

The Contractor must submit 2 electronic copies of its proposal from which all materials asserted to contain trade secrets or confidential commercial information have been redacted.

V. SELECTION PROCESS AND SCHEDULE

A. Request for Proposals and Response Phase

11/03/2014	Release of RFP
11/10/2014	Notice of Intent to bid with Contractor's email address due at OSC osc.rfp@ct.gov or by FAX 860-702-3662
11/10/2014	Questions due at osc.rfp@ct.gov
11/17/2014	OSC answers questions
12/11/2014	Delivery of proposals to Office of State Comptroller

B. Estimated Dates for Review and Selection Schedule

12/2014-1/2015	Reading and Scoring of Proposals by Screening Committee	
TBD	Finalist Interviews	See note 1
03/02/2015	TPA Selection	See notes 2 & 3
3/02/2015	Stable Value Manager Selection	
3/02/2015	Model Portfolios/Independent Fiduciary Selection	See note 4
3/02/2015	Begin Implementation/Contract negotiation	
7/01/15	Effective Date	

Notes:

1. Finalist Interviews. Contractors selected for a final interview will be expected to make a presentation in Hartford, Connecticut to the Screening Committee, followed by a question and answer period. The number of finalists to be selected for interviews has yet to be determined; however, the expectation is that this number will not exceed three in each category.
2. Selection of the TPA may be conditioned upon a site visit by up to four representatives from the State to be conducted at a mutually agreeable date and time. All expenses

incurred in making the site visit shall be borne exclusively by the TPA candidate and treated as a cost of responding to this RFP.

3. TPA Conversion. It is the State's requirement that, following the successful conclusion of contract negotiations, the TPA will develop and thereafter follow a work plan, which has as its objective the implementation on July 1, 2015.
4. At the option of the State, selection of a provider to offer investment advisor/fiduciary services in connection with management of the custom target risk model portfolios may be deferred until 60 days after selection of the TPA and Stable Value Manager.

C. Evaluation of Proposals

Each proposal will be evaluated by a Screening Committee using the following criteria to determine which Contractor is most capable of implementing the State's requirements, as follows:

1. Contractor's experience with and ability to perform the specific functions as called for by the RFP and covered by its proposal. Financial condition and stability of the organization.
2. Financial condition and stability of the organization.
3. Contractor's understanding of the Plans' purpose and scope, as evidenced by the proposed approach and the level of effort.
4. Competitiveness of proposed cost to participants.
5. Expertise and competency of personnel to be assigned to account.
6. Scope and suitability of proposed financial education and communication program.
7. Availability of local representatives with the appropriate training and compensation to assist participants with investments/planning (TPA candidates only)
8. Conformity with specifications.
9. Demonstration of commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities.
10. At the option of the Screening Committee, an oral presentation.
11. At the option of the Screening Committee, a site visit
12. Location where services are being performed.

D. Rights Reserved to the State

The State reserves the right to award in part, to reject any and all proposals in whole or in part, or to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.

VI. THIRD PARTY ADMINISTRATOR

This section is applicable only to Contractors seeking to submit a response for the third party administration of the State of Connecticut Defined Contribution Plans

A. Required Elements for the TPA Proposal

One goal of the RFP is to select a single third party administrator to be responsible for central record-keeping, IRS and other compliance issues, maintenance of toll-free services lines, web-site administration, participant transactional access, and overall administration accountability. The TPA will be required to provide full custodial and record-keeping services for multiple investment managers, provide a team of local, salaried-only investment advisors to meet with plan participants, and to support the model portfolio program.

1. **Third-party Fiduciary Advice to Plan Sponsor.** A third-party investment advisory service will provide fiduciary services regarding fund selection, fund performance monitoring, and replacement recommendations. The fiduciary service will be charged with finding suitable investment managers and fund choices that will offer variety and consistently low fees.
2. **Improved Counseling and Services.** Some of the services will be offered directly by the TPA. Other services, such as participant counseling, may be offered by independent counselors, salaried representatives and/or independent informational sources.

B. Minimum Qualifications for TPA Candidates

In order to be considered as a TPA candidate, each Contractor responding to this RFP must, at a minimum, possess the following qualifications:

1. Organizational Experience

The Contractor must have been in operation for at least five continuous years as of September 30, 2014.

2. Professional Experience

The chief administrative officer and account representatives of the TPA must each have at least a three-year history of providing administrative services for Section 457, Section 401(a), 401(k), or Section 403(b) plans as of September 30, 2014.

C. Plans under Administration

The Contractor must have a minimum of five (5) Section 457, Section 401(a), 401(k) or 403(b) defined contribution, plans, each with at least 5,000 participants, to which it provides administrative services as of September 30, 2014.

D. Budget

The Contractor will submit a detailed line item budget with narrative for each of the four (4) contracted years. The budget should include all personnel and non-personnel costs associated with the implementation and ongoing operations under this contract.

The selected TPA will submit a budget and compensation plan for its personnel for approval by the State. The compensation plan may not include any broker or commissioned agent fees, either implicit or explicit, in the cost of providing investment education or advisory services to Plan participants. The approved compensation plan will be included in the contract between the State and the TPA.

QUESTIONNAIRE TPA/RECORD-KEEPING CANDIDATES

A. Organization and History

1. Provide a brief overview of your company and history of your organization including a functional organizational chart of your retirement plan operations. Describe any parent/subsidiary/affiliate relationships.
2. Are you currently participating in any alliances or joint marketing efforts? If so, please describe in detail.
3. Indicate how many years your company has been providing services to defined contribution plans and, more specifically, to 403(b), 401(a) and to governmental 457(b) deferred compensation plans.
4. Indicate the total value of assets in all defined contribution plans for which you provide record-keeping services and, more specifically, in 457(b), 401(a) and 403(b) plans.
5. Indicate the total value of assets and the number of defined contribution plans in the State of Connecticut, if any, for which you provide record-keeping services and, more specifically, in 457(b), 401(a) and 403(b) plans. Indicate the number of personnel, if any, you have working on these plans in the State of Connecticut.
6. Indicate your commitment to providing services to defined contribution plans of government and not-for-profit institutions in the State of Connecticut.
7. Indicate the total number of participants in all defined contribution plans for which you provide record-keeping services and more specifically, in 457(b), 401(a) and 403(b) plans.
8. Complete the following plan profile tables, using data as of September 30, 2014, to describe your current clientele, as well as your current clientele in the 457(b), 401(a) and 403(b) marketplace. Complete a separate table for each type of plan.

Number of Employees in Plans	Total Number Defined Contribution Plans
Under 100	
100-499	
500-999	
1,000-4,999	
Over 5,000	
Total	

Plan Assets (M = Millions)	Total Number of Defined Contribution Plans
Under \$10M	

From \$10M to \$50M	
From \$50M to \$100M	
From \$100M to \$250M	
Over \$250M	

9. Provide a breakdown of the number of clients you service by plan type as a percentage of your total business:

Plan Type - Percentage of Total Business			
Plan Type	Full Service	Investment Only	Administration Only
401(a)			
401(k)			
403(b) Governmental			
403(b) Non-Governmental			
457(b) Governmental			
457(b) Non-Governmental			
Other			
Total			

10. Provide your most recent audited financial statement. If the proposing firm is an insurance company, provide your claims paying ability ratings from

- a. A.M. Best
- b. Standard & Poor's
- c. Duff & Phelps
- d. Moody's
- e. Weiss Ratings Inc.

11. Describe any past or pending litigation or regulatory investigations against your organization or its service representatives arising from your current or past involvement with any deferred compensation, defined contribution, or public/private pension plan in the past five years.

12. Has your organization or its service representatives been cited, or reprimanded by any regulatory agency within the past ten years? If so, please describe.

B. Corporate Governance/Corporate Responsibility

1. Describe your approach to corporate governance.

2. Do you monitor the companies in the investment portfolios to ensure that each is managed in accordance with sound governance principles? Describe your approach.
3. Describe your commitment to workplace diversity, including your company's record with respect to appointment of women and minorities to senior management positions.
4. Describe your company's position and experience on outsourcing of jobs to other companies or overseas. Describe whether any service for the plan including call centers, data processing, plan records, etc., would be outsourced or whether all work in these areas will be accomplished with company employees.

C. Client Service/Quality Assurance

1. Describe the team that would deal directly with the State of Connecticut during the conversion and on an ongoing basis.
2. Describe how the team will be compensated.
3. What is the average number of clients of similar size to the Connecticut plan managed by the Relationship Manager to be assigned to our plan?
4. If the account manager is not exclusive to the State of Connecticut, how many accounts does he or she oversee?
5. For those employees to be assigned to the State of Connecticut 's account, briefly describe each member's role and where each member is located.
6. Describe the types of defined contribution, 401(k), 457(b), 401(a) and 403(b) (governmental and nongovernmental) plan training you provide to your new employees before they work on client plans.
7. How many of your employees work on employer-sponsored defined contribution, 403(b) and 457(b) (governmental and non-governmental) plans? Indicate how they are allocated among the following functional areas.

Functional Area	All Plans	403(b) Plans	457 Plans	401(a) Plans	401(k) Plans
Financial Record keeping					
Plan Administration					
Client Service					
Technology					
Plan conversion/ Installation					
Total					

8. Describe your organization's commitment to quality and your philosophy/approach to client services.
9. Describe your procedures for monitoring:
 - a. institutional client satisfaction;
 - b. individual participant satisfaction.

10. What checks and balances do you have in place to ensure plan administration integrity and accuracy including participant account data?
11. Are you willing to provide service performance guarantees? Please describe any dollar amounts you are willing to put at risk for each guarantee for which you will commit.

D. Record-Keeping /Administration

1. Do you provide one main contact for the daily administrative needs of this Plan?
2. Do you provide daily valuations? Describe in detail how your system allocates earnings.
3. What methods of data transmission are available?
4. Describe in detail how your system processes contributions.
5. What protocols do you have to support contribution submission from multiple participating employers, i.e. Voice Response Unit (VRU), Internet File Transfer (IFT) on online payroll submission?
6. What is the deadline for you to receive contributions and complete the investment of those contributions into the appropriate fund on that same day?
7. Describe in detail, including timing, how your system processes withdrawals (i.e., in-service and hardship withdrawals). Describe any differences for 457(b) and 403(b) plans.
8. Describe in detail, including timing, how your system processes the following distributions:
 - a. lump-sum distributions
 - b. systematic payments/installments
 - c. annuities
 - d. rollovers to an eligible retirement plan
 - e. required minimum distributions
9. Describe in detail your loan processing capabilities, including paperless loan capabilities.
10. Is direct deposit to a bank account available for distributions, withdrawals and loans?
11. Are participants able to repay loans from sources other than from the State of Connecticut payroll?
12. Describe the flexibility or limitations in your loan repayment processing (e.g., additional payments, multiple loans, missed payments).
13. Describe in detail how your system processes transfers/exchanges (including frequency/limitations). Are confirmations sent?
14. Describe your daily protocols and cutoff times for investment transfers between funds.
15. Describe your process and methods of reallocation (percent and/or dollar).
16. Can your system record-keep fixed annuity accounts managed by other companies? Does your system have any limitation regarding fixed annuity accounts with multiple interest rate vintages?
17. Can employer and employee contributions be tracked separately?
18. Describe how your system handles Federal and State tax reporting (i.e., Forms 1099-R).
19. Describe in detail how you administer qualified domestic relations orders (QDROs).
20. What checks and balances do you have in place to ensure transactional integrity?
21. In the event of a record-keeping error within your control, will you be financially responsible for making participants and/or the Plan whole?

22. Do you provide an administration manual? If so, please provide a sample. Is an administrative manual available on-line?
23. Do you provide a phone line dedicated specifically to plan sponsors?
24. Do you have a dedicated plan sponsor Internet site? If so, please describe the services available (e.g., the ability to update Plan information on-line or to conduct queries). Please provide us with access information for a demonstration of this site.
25. Describe any other administrative services you provide.
26. Indicate what administrative functions the State of Connecticut must retain (e.g., loans, withdrawals, QDROs, etc.), assuming we maximize the use of your administrative services.
27. Will you accommodate payment of eligible Plan expenses from Plan assets at the authorization of the State of Connecticut?
28. Are your access channels (e.g. voice response system, plan sponsor and participant web sites, service center, and statements) fully integrated with your record-keeping systems? Please explain.
29. Indicate whether your system can allow participants to view Plan assets maintained with prior 403(b) or 401(a) (discontinued) vendors.
30. Indicate whether your system can allow participants in the 457 and 403(b) Plans to enroll or change contributions online.
31. Indicate whether your system can accommodate online enrollment for 403(b) Plan eligible employees with multiple employee record numbers. (See discussion at page 8 above).

E Plan/Data Aggregation Services

1. Indicate whether your system can allow participants to see legacy assets maintained with prior 403(b) or 401(a) Plan vendors.
2. Provide a general description of your data aggregation services.
3. How does your system work as a data aggregator? Detail the process for data coordination, receipt of data from the State of Connecticut, receipt of data from vendors, where the information is housed, and who has access to the data.
4. Describe in detail how the service will assist us to ensure compliance with Internal Revenue Service (IRS) regulations.
5. What are the activities and/or information that would be required of the other vendors in conjunction with this service? Describe in detail.
6. Describe what format you will utilize for all file transmission of electronic data.
7. Explain the measures you will put into place to ensure that all employee information is secure and that the transmission of this information will always utilize secure formats.
8. How will the State of Connecticut interface with the system? What information will be accessible to staff? Will the State of Connecticut be required to send any data feeds separately to the vendors?

9. How will participants interface with the system? Do you have a dedicated call center to assist participants when using this service?
10. Does your system have the ability to collect periodic (monthly, quarterly, etc.) account balance and other information from all vendors for aggregated reporting to the State of Connecticut? Can the account balance information be aggregated by participant and posted on your website for that participant to view?
11. Describe what reporting capabilities your system has to monitor prohibited loans and distributions from legacy vendors.
12. Describe how a participant would initiate a distribution request. Would the request be made to the vendor or to your organization as data aggregator? How is eligibility for a distribution verified? Describe the verification and notification process. What role would the State of Connecticut play in this process?
13. Describe your approach to encouraging frozen legacy vendors to participate in the data aggregation process. Identify which vendors you have information sharing agreements with currently.
14. What challenges has your company experienced with working with other providers, especially legacy providers? What steps has your company taken to mitigate these challenges?
15. Provide samples of the website.
16. Describe any planned enhancements or changes to your data aggregation services in the next two years.
17. Identify the fees associated with offering the service.

F. Reporting

1. Describe the standard reporting package that you provide, as well as the media used (include sample packages). Describe the reports that are available on-line.
2. Describe any customized or ad hoc reporting capabilities including Internet capabilities. Are there any additional costs associated with customized or ad hoc reporting?
3. Describe your standard participant-level statements and documents (provide samples).
4. Can your system include data from the defined benefit system's annual benefit statements on participants' online account information for retirement planning purposes?
5. Are participant statements available on-line or via e-mail? If yes, when?
6. Provide samples of quarterly participant account statements
7. Can reports/statements be produced on other media? Please describe.
8. What is the standard time frame for providing each report after the reporting period ends?
9. Provide samples of quarterly plan sponsor reports.

G. Voice Response System (VRS) Internet Access and Call Center

Voice Response System (VRS)

1. Describe the services available through your VRS.
2. How are transactions processed? How are transactions documented? Are written confirmations sent?
3. Describe how data is secured within the system (i.e., passwords, audit trail, confirmations).
4. Describe the level of customization available within your VRS.
5. What are the standard hours of operation?
6. Are there any transactions that cannot be processed through the VRS?
7. Is the menu easy for participants to use? Does it include "help" information? Please describe the structure in detail.
8. May a participant elect to transfer from the VRS to a service representative? When and what services are available?
9. How often is the data on the VRS updated?
10. How does the VRS interface with your record-keeping system?
11. Will you provide customization for the VRS? If yes, briefly describe the level of customization available on your VRS.
12. Explain how VRS passwords are assigned and changed.

Internet Access

1. Describe the account services and transaction capabilities available through your participant web site.
2. How are web site transactions processed and documented?
3. Are there any transactions that cannot be processed through your web site?
4. Describe how data is secured within the system (i.e., PIN, audit trail, confirmations).
5. Describe the level of customization available for clients using your Internet services.
6. What are the standard hours of account access and transactional availability?
7. If a participant elects to move from the web site to a call center service representative, describe the interface between the web site and the service representative.
8. How often is the data on the web site updated? How does the web site interface with the record-keeping system?
9. Identify your web site account access and transactional availability statistics (average availability per month as a percentage).
10. Have there ever been instances within the last two years where the web site was not functioning? If so, describe frequencies, duration and how problem was resolved.
11. Explain how Internet passwords are assigned and changed.

Call Center

1. Identify your call center service standards. For each of the last three calendar quarters, include statistics related to actual performance.

- a. Number of calls received
 - b. Percentage of calls answered
 - c. Average length of calls
 - d. Average response time
 - e. Percentage of calls requiring follow-up
 - f. Call abort rate
 - g. Percentage of incoming calls totally handled via VRS versus toll-free live service center representative assistance
 - h. Percentage of service requests handled via web site versus call center and VRS
2. What training is provided to call center representatives before they are allowed to handle incoming calls?
 3. What level of securities licensing do your call center representatives carry?
 4. What is the annual employee turnover rate for your call center representatives?
 5. Do you monitor and/or record participants' service center calls?
 6. What are your case-management procedures for calls that have service issues?
 7. What information is available to toll-free service representatives to allow them to answer participant questions effectively?
 8. Where is your call center(s) located?

H. Communication and Education

1. Briefly describe your background and experience in providing communication and education programs.
2. Identify the key elements provided as part of a standard communication and education program package included in your proposal.
3. Identify non-standard elements to a communication and education program you may provide for an additional charge.
4. Describe separately your initial and on-going communication and education program (including printed material, visits, training, etc.). If the program is tailored to a specific plan sponsor need, identify the critical issues to be determined in designing such a program.
5. What special educational services do you offer specifically for employees nearing retirement? Can you customize these services for employees participating in the State Employees Retirement System (defined benefit plan), Alternate Retirement Program (defined contribution plan)?
6. Do you offer forms and communication materials that are specifically customized for your clients?
7. Can material be customized? If so, briefly describe the level of customization that is available and the cost of such customization.
8. Do you provide personnel resources as part of on-going education and retirement planning programs? If so, please complete the table below indicating the number of meetings that you will commit to perform annually, and list the subjects that will be covered in your program (no description is necessary).

Number of group meetings (minimum of 100)	
Number of individual meetings (minimum of	

500)	
Total number of service hours	
Subjects to be covered	

9. Do you create all of your communication and education material in-house or through third parties?
10. Describe the process you use to help plan sponsors measure the effectiveness of employee education efforts.
11. Describe how you use social media to engage participants, and provide samples of social media programs you have developed.
12. Please list any awards your firm has won from independent firms that hold competitions for employee communication and education services, such as “Eddy” or similar industry recognition awards.
13. Does your organization provide any services (e.g., questionnaires, mobile applications, software) that would help individual participants with financial planning? Describe any electronic education tools you provide, both software-based and web-based, to participants and retirees.
14. Describe your position on providing investment advice to participants. What fiduciary responsibility do you assume if advice is provided?
15. Do you offer third-party investment advice? Describe your process, mode and scope of advice. Is there a separate charge?
16. Describe your education tools or programs designed to support both rollover and non-rollover distributions from the Plan.
17. How do you provide prospectuses and periodic reports?
18. Provide samples of initial enrollment and on-going communication and education materials.

I. Conversion Process

1. Explain your conversion process, including a projected time frame, based on the options available (e.g., mapping, etc.). Please include a timeline that describes necessary actions, responsible parties and target completion dates. Also provide a one-page outline of your plan for communicating the conversion to participants.
2. Is a "black-out" period required? If yes, how long is it and what is restricted or not available during that time? Are you willing to schedule the blackout period to occur over a weekend or holiday weekend?
3. How will distribution, hardship and loan requests be handled during the conversion?
4. How is investment of new Plan contributions handled during the conversion process?
5. How will new investment options be communicated to participants?
6. Do you have a communication plan for former State of Connecticut employees?
7. What involvement will be required from the State of Connecticut during the conversion process?
8. Do you provide a dedicated conversion team? If yes, briefly describe each member's role and where each member is located.

9. Quantify your proposed personnel commitment for the conversion. Include the number of group meetings you will conduct. Provide the names and qualifications of the conversion team.
10. Describe your process to ensure accurate conversion of all historical data.
11. Do you have any limitations as to the format/media of conversion records?
12. How does your system handle the conversion of existing loans and periodic distributions?
13. How do you monitor the effectiveness and quality of your conversion process and team?

J. Regulatory Services

1. Describe in detail how your organization will monitor, cap and/or resolve the following maximum contribution limits for 403(b)/457 participants.
 - IRC section 402(g) elective deferral limit
 - Catch-up contribution limits under IRC sections
 - IRC section 415(c) annual contribution limit
 - IRC section 401(a)(17) annual compensation limit
2. What safeguards are built into your system to prevent over deferrals from all Plans? How are over deferrals handled? How do you address violations for any of the testing covered in question 1?
3. What fiduciary responsibility does your organization assume?
4. How do you administer the 403(b) Universal Availability notification?
5. How do you ensure that your record-keeping system is in compliance with all pertinent laws and regulations?
6. How do you keep plan sponsors informed and updated on any regulatory and legislative changes affecting 457(b) , 401(a), and 403(b) plans?

K. Systems Capabilities and Hardware

Contractors are expected to comply with the requirements of the CORE-CT data exchange outlined in Exhibit 7.

1. Describe the hardware platform and software system you use to record-keep and administer defined contribution plans.
2. Was the software developed internally, leased, or bought from another provider? Who has the ultimate responsibility to make sure the software is updated to reflect changes in the laws, regulations, client needs, etc.?
3. How often is the system upgraded?

4. Describe the system enhancements you have planned over the next three years for:
 - Core record-keeping system
 - Service technology
5. Describe your documented disaster recovery plan. How often do you test your recovery system?
6. Describe your maintenance and backup procedures including daily backups, retention timetable and off site backup storage approach. Where are your off-site backup facilities located? Are backup records stored in two separate locations?
7. Describe the method of maintaining plan sponsor and participant history on the system and the period such information is maintained.
8. Describe the valuation methods offered by your system.
9. Are internal controls of your record-keeping system audited by an independent accounting firm on an annual or more frequent basis? If so, please describe such controls and provide a copy of the most recent report.
10. How do you control access to the record-keeping system? What security precautions are in place?
11. Does the system allow for plan sponsor customization/limits such as:
 - transfer frequency
 - minimum/maximum contribution percentages or amounts
 - investment election changes
 - other
12. Describe your system's maximum limits with regard to the following:
 - investment funds
 - contribution types
 - loans
 - transfers
 - other
13. Do you provide software that enables plan sponsors to interact with your system? If so, please describe its capabilities and optimal user system requirements.
14. Does your system allow the plan sponsor to query data or customize reports?

L. Investments

1. Can you replicate the investment options that are in the current investment line-up for the State of Connecticut defined contribution plans.
2. Can you replicate the model portfolio program that is currently offered on the State of Connecticut defined contribution plans?
3. Identify the name of any investment advisor/fiduciary you are proposing to use for the model portfolio program?
4. Identify the names and type for any new investment vehicles you are proposing.
5. Identify the names of any investment vehicles on the current line-up that you would eliminate and state the reasons for that recommendation.
6. Can your systems allow the model portfolio manager/advisor to use specific investment options (such as a commodity fund) into the model portfolios without making such options available to all plan participants?
7. What is the maximum number of investment options that can be handled by your system?
8. In addition to the funds you are proposing, provide an entire list of the funds available through your proprietary and alliance networks.
9. Disclose all revenue sharing or shelf-space agreements you have in place with any of the funds that you are proposing. **Note: 12b-1 fees will not be permitted.**
10. For each new investment vehicle you are proposing, provide the following:
 - a. Name of new investment Vehicle
 - b. Investment vehicle objective/investment philosophy
 - c. Investment type (e.g., mutual fund, commingled fund, or separate account)
 - d. Inception date
 - e. Name of the investment/portfolio manager and tenure
 - f. Comparative index(s) used by the manager
 - g. Withdrawal provisions (including restrictions on transfers or redemption fees)
 - h. Expense structure that you propose for the State of Connecticut. The fund-level fees should be stripped of all administrative fees possible. Please list an explicit plan administration asset-based fee that will represent the total fee for plan administration. Together, the fund-level fees and the explicit plan administration fees should represent total fees to be paid by plan participants.
 - i. Morningstar rating (if rated)
 - j. Ticker symbol
 - k. Where appropriate, the standard deviation, alpha, beta, R2, and Sharpe Ratio
11. For each investment vehicle proposed in addition to the current Plan investment line-up, provide the 1-year annualized return, and the 3-, 5- and 10-year (or since inception) annualized returns, risk-adjusted returns and annualized standard deviations ending on the last calendar quarter.
12. Do you provide prospectuses to participants following their initial investments in funds? Please provide a prospectus for each new fund proposed.
13. Describe any guaranteed retirement income solution strategies that your firm offers. Attach product description including fee structure for such strategies.

M. References

1. Provide five references of current clients of similar plan demographics (e.g., plan size, assets and participant demographics). If possible, provide at least one reference from the State of Connecticut.

Client name
Contact name
Address
Phone number
Services provided
Year they became a client
Plan demographics.

2. If possible, provide two references of former clients who had similar plan demographics as described above. Provide:

Client name
Contact name
Address
Phone number
Services provided
Year they became a client
Year they ceased to be a client
Plan demographics
The reason(s) for departure.

N. Miscellaneous

Provide any additional information you feel may be relevant in evaluating your proposal.

O. Cost Proposal

Describe your cost proposal and approach towards fees. Describe your approach to revenue sharing.

P. Sample Plan Administration Budget

Construct a sample budget for the four years of plan operations. Assume implementation for all three plans by July 1, 2015. The purpose of the sample budget is to demonstrate that your company can provide the necessary plan services within the budget that will be possible from revenue from plan administration fees.

1. Basic fee for record-keeping and basic plan administration
2. Personnel costs for Plan Representatives

3. Plan setup/implementation
4. Consulting services for fiduciary and other services
5. Legal fees/IRS compliance monitoring
6. Enrollment services (materials cost, number of meetings, travel expenses, etc.)
7. Group education services, including any third-party software or other planning tools
8. Payroll processing
9. Printing/mailing, etc.
10. Fund exchange fees
11. Distribution fees
12. Report / Statement preparation fees
13. Interactive voice response
14. 1099-R preparation
15. List any other cost categories that you anticipate.

QUESTIONNAIRE FOR STABLE VALUE CANDIDATES

VII. STABLE VALUE MANAGER

This section is applicable to those Contractors seeking to submit a response for the Stable Value Manager

A. Minimum Qualifications for Stable Value Managers

1. The Contractor must currently serve as a manager for Stable Value Funds and have a minimum of \$5 billion assets under management in the subject product/strategy being proposed with at least seven years' experience managing such funds and have at least five (5) public deferred compensation and/or defined contribution clients.
2. The Contractor must be SEC-registered or exempt from registration with the nature of the exemption provided. The Contractor must submit its full Form ADV (Parts I and II).
3. The investment professionals whose performance history is submitted must be the team responsible for the management of the State's account.

B. Preferred Qualifications for Stable Value Managers

The Contractor must have at least three (3) public deferred compensation and/or defined contribution clients with each having at least \$500 million in assets as of September 30, 2014, in the product/strategy being proposed.

QUESTIONNAIRE FOR STABLE VALUE CANDIDATES

A. Organizational Background

1. State the market value of assets under management for the recommended stable value product for each of the past ten calendar years as well as the year-to-date period ending September 30, 2014. Also, identify accounts and assets gained, as well as accounts and assets lost over each of these periods.
- 2.

Specified Stable Value Product					
Year Ended	Market Value (\$Millions)	# Accounts Gained	Assets Gained (\$Millions)	# Accounts Lost	Assets Lost (\$Millions)
Dec 31, 2004					
Dec 31, 2005					
Dec 31, 2006					
Dec 31, 2007					
Dec 31, 2008					
Dec 31, 2009					
Dec 31, 2010					
Dec 31, 2011					
Dec 31, 2012					
Dec 31, 2013					
Sept 30, 14					

3. Provide the name of the strategy described in the remainder of this section. What vehicle is proposed for this mandate?
4. Provide the following information on the key members of the firm's stable value management team: names; titles and responsibilities; years with firm, years with the team, and years of investment experience. Please provide biographies for each.

Name	Title	Yrs. Inv. Exp.	Yrs. W/ Firm	Yrs. W/ Team

5. What has been the level of personnel turnover for investment professionals at the product level over each of the last ten years as well as the year-to-date period ending September 30, 2014? Explain any large changes.

Year	Product Specific	
	Employees Added	Employees Lost
Dec 31, 2004		
Dec 31, 2005		
Dec 31, 2006		
Dec 31, 2007		
Dec 31, 2008		
Dec 31, 2009		
Dec 31, 2010		
Dec 31, 2011		
Dec 31, 2012		
Dec 31, 2013		
Sept 30, 2014		

6. As of September 30, 2014, provide the number of accounts, assets under management, median account size, and number of portfolio managers and analysts for the firm’s stable value product.

Assets Under Mgt (\$MM)	# Investors	Median Client Size	Largest Client Size	# Portfolio Mgrs	#Inv Analysts

7. Provide the following information as of September 30, 2014 for each vehicle through which your stable value product is offered:

	Offered? (Y/N)	Assets (\$MM)	Acct Minimum
Separate Account			
Commingled Fund			
Mutual Fund			
Other (specify)			

8. Is there a limit to the amount of stable value assets the firm will manage? If yes, please specify.

B. Proposed Stable Value Fund/Account Structure

1. In designing a stable value fund product for the State, what is your firm’s investment philosophy, approach and what investment guidelines would you propose?
2. Describe your stable value solution and indicate whether the products proposed vary depending on the type of plan, 457, 403(b), or 401(a). Specify if you are proposing a separate account, commingled fund or a general account product.

3. Note, if you are proposing the use of your General Account product, you hereby acknowledge and agree to eliminate a market value adjustment at contract termination. Authorized firm representative please sign below:

Signature _____ Date _____

Name _____

Title _____

4. May your general account be converted into a separate account structure? Fully discuss the pros and cons of a separate account versus a participation in your firm's general account.
5. Discuss the portfolio characteristics (asset size, breakdown by assets classes and credit quality) of the General Account.
6. Describe any finite maturity products and/or constant duration (evergreen) products you would propose to use?
7. To what extent will you employ an active fixed income investment approach, i.e. restructure maturities, etc.?
8. Please complete the Stable Value Fee Template (Exhibit 9)

C. Stable Value Portfolio Construction and Management

1. How would any allocation between cash, traditional GICs, GIC alternatives and market value instruments be determined? Would you modify this structure based on the cash flow experience in the plan? Who would make this decision?
2. Complete the following table showing your allocation to underlying strategies over the past several years

	2009	2008	2007	2006	2005	Avg	Min	Max
Cash & Equivalents								
Traditional GIC								
Alternatives								
Synthetic GICs								
Other (please specify)								

	9/2014	2013	2012	2011	2010	Avg	Min	Max
Cash & Equivalents								
Traditional GIC								
GIC Alternatives								
Synthetic GICs								
Other (please specify)								

3. Discuss how you would handle daily liquidity needs. Describe how you would determine the amount of cash to be held; include information about typical ranges and policy maximum and minimum limitations.
4. How is portfolio duration and maturity structure determined? What would you propose as the target duration for the total fund, and why?
5. Has the portfolio's posture (duration or underlying investment strategies) changed significantly over the past 10 years?

D. Use of GIC Issues

1. Discuss your historical use of GIC issues.
2. How does your firm assess the credit health of a GIC issuer?
3. Discuss your outlook regarding the future size of the GIC marketplace. Do you believe that more or less traditional GICs will be issued over the next five years? If so, why?
4. What role do you believe traditional GICs should have in a stable value structure over the next five years?

E. Wrap Services

1. Describe how you would propose to use wrap contracts for the State's stable value account. Discuss if you would wrap the entire portfolio, use non-participating or participating wrappers and the rationale for your proposed approach. Indicate whether your proposed wrap structure would qualify for coverage under Connecticut's insurance guarantee program as described on page 11 above. Include information as to the minimum credit quality of wrap issuers employed and the maximum level of exposure that would be assigned to a particular wrap provider. Include a description of the personnel responsible for this activity.
2. Describe your firm's approach with regard to diversification of synthetic GIC wrap managers. How has this changed over the past 10 years?

3. Has your firm experienced any difficulties in accessing wrap capacity in the past five years? If so, how has your firm addressed this situation?
4. List all synthetic GIC wrap providers actively wrapping your clients' accounts and provide the approximate dollar value exposure to each provider.
5. Provide the following information regarding your investment guidelines (or what you typically recommend to clients) for synthetic GIC wrap providers:
 - a) Do you have a minimum public rating agency rating requirement?
 Yes No
 - b) If yes, what is the requirement (agency/letter rating)?
 - c) Do you have other quality requirements?
 Yes No
 - d) If yes, specifically describe your requirements and the process used to evaluate issuers.
 - e) What is the greatest percent of the fund that can be invested in minimum quality contracts? _____%.
 - f) Average fund quality (based on public agency ratings) may range from a low of _____ to a high of _____%.
 - g) Describe your firm's investment quality standards review process for wrap products (insurance companies and banks). Include in your reply:
 - a. How frequently standards are reviewed
 - b. Which rating agencies and other criteria you use
 - c. How standards are verified
6. Will your firm negotiate a wrap agreement under which all investment losses and market value adjustments are absorbed by the wrap provider - not transferred to the State - if such losses cannot be recouped through the wrap reset rate?
7. Do you have step-up provisions with your current wrap providers? If so, do you believe that wrap providers will continue to agree to these provisions in the future?

F. Market Value Strategies

1. Describe the decision making process that will be used in managing the State portfolio. Discuss the latitude you would allow portfolio manager(s) to deviate from the firm's strategy guidelines.

2. Describe the types of fixed income investment products that you would propose to use in the portfolio, and in what proportions, and how they will add value or security to the portfolio.
3. Has your firm modified the structure of underlying market value strategies in response to pressure from wrap providers (i.e., reducing duration or RMBS exposure)?
4. Would you consider using fixed income products managed by other firms within your proposed stable value structure?

G. Crediting Rate and Performance

1. Provide the historical crediting rate of a representative stable value product of comparable size relative to the State of Connecticut stable value fund over the past ten years. How often is the crediting rate reset?
2. Discuss the procedures (including any formulas) used to develop the crediting rate. Has this procedure changed within the past five years?
3. Discuss how this fund would be benchmarked and how the fund's performance can be objectively measured.
4. In addition to guaranteeing principal, are you willing to guarantee that participants will receive a minimum percentage return on investments in the Stable Value Fund?
 Yes No.
5. If yes, indicate the maximum return that you are willing to guarantee: _____ and whether the guarantee would apply to all plans? Please indicate the current return expectation and for what period of time?
6. Do you have any clients that you are crediting a lower interest rate than their contract minimum guarantee?
7. Provide quarterly performance data for any proposed underlying market value strategies. This data must be provided on both a gross and net of fee basis. Please indicate whether this information was calculated in compliance with GIPS guidelines and also if the performance record has been audited and by whom.

H. Operations

1. Supply the following information regarding your proposed stable value strategy:
 - a. Expense ratio or General Account spread (if General Account spread is not provided, we will assume a 2.00%). Please complete the fee disclosure template provided in Exhibit 9. (Also available online at <http://stablevalue.org/library/fee-disclosure-template/>).
 - b. Is there a penalty, limit or charge for employee-initiated withdrawals?

- c. Is there a penalty, limit or charge for employer-initiated withdrawals?
 - d. Is there a penalty, limit or charge for inter-fund transfers?
2. Discuss any liquidity restrictions you would impose on State participants that invest in this stable value product (e.g., equity wash).
 3. Given the current structure of the State's Stable Value Fund, describe any changes to the strategy you would recommend.
 4. Provide detail as to how the firm proposes to transition the Stable Value Fund. How long should this transition take? Discuss how you would meet daily liquidity needs for exchanges and withdrawals during the transition period.
 5. Are there any administrative requirements you will need to impose on the record keeper to manage this account?
 - No Yes Explain:
 6. Address how the market-to-book value differential will be handled should there be a termination of the contract prior to the end of the contract term.
 7. Discuss exit provisions.

I. References

1. Provide five references of current clients of similar plan demographics (e.g., plan size, assets and participant demographics). If possible, provide at least one reference located within the State of Connecticut.

Client name
 Contact name
 Address
 Phone number
 Services provided
 Year they became a client
 Plan demographics.

2. If possible, provide two references of former clients who had similar plan demographics as described above. Provide:

Client name
 Contact name
 Address
 Phone number
 Services provided
 Year they became a client

Year they ceased to be a client
Plan demographics
The reason(s) for departure.

J. Establishment of the State of Connecticut’s Hybrid Plan

1. Due to the uncertainty surrounding the timing and extent of transfers from the Alternate Retirement Program to the State of Connecticut’s Hybrid Plan, discuss any measures you would recommend to insulate the stable value fund over the next few years?
2. Will the stable value fund manager be willing to work with the State of Connecticut to assess the potential outcomes of the establishment of the Hybrid Plan on the stable value fund? Explain how the potential outcomes would be assessed.
3. Has the firm worked with other clients that had a somewhat similar circumstance that the Hybrid Plan presents to the State of Connecticut stable value fund? If yes, please explain. How was this uncertainty handled or managed?
4. What information will the firm require to manage this potential outflow of assets from the State of Connecticut’s stable value fund due to the establishment of the Hybrid Plan?

K. Miscellaneous

Provide any additional information you feel may be relevant in evaluating your proposal.

**VIII. MODEL PORTFOLIO MANAGEMENT/INVESTMENT ADVISOR
/INDEPENDENT FIDUCIARY**

This section is applicable to those Contractors seeking to submit a response for the Model Portfolio Investment Manager

A. Minimum Qualifications for Model Portfolio Investment Advisor/Independent Fiduciary

1. The Contractor must be SEC-registered or exempt from registration with the nature of the exemption provided. If SEC-registered, the Contractor must submit its full Form ADV (Parts I and II).
2. The professionals whose performance history and experience is submitted must be the team responsible for providing the services to participants.
3. The Contractor must be currently comparable providing services to at least three (3) IRC 401(k), 403(b) or 457 (b) plans (or participants in those plans) as of September 30, 2014.

B. Preferred Qualifications

1. The Contractor should be providing services to at least (3) public deferred compensation and/or defined contribution clients as of September 30, 2014.
2. The Contractor should have at least three (3) years' experience providing the services being offered.

QUESTIONNAIRE FOR INVESTMENT ADVISOR/INDEPENDENT FIDUCIARY

A. Experience

1. Describe your experience in providing model portfolio/ investment advisory services to participants in defined contribution plans.
2. How many clients have retained you to provide such services on a plan-wide basis?
3. Who is the team that works with participants? Provide their service histories and experience.

B. Philosophy and Methodology

1. Describe your methodologies in creating and managing model portfolios.
2. How do you document performance results from following your methodology?
3. Provide 1-, 3- and 5-year annualized returns for representative plans (or plan clients) using your model portfolio service.
4. What are the pros and cons of following your methodology?
5. Describe the pitfalls or limitations of your approach under various market conditions?
6. How much time is required for participants to work with your program to achieve results?
7. What are the benefits to participants of using your system or methodology?
8. What differentiates your service/approach from other providers in the marketplace?
9. What do you use as appropriate benchmarks to measure the success of your service?

C. Service Offering

1. Discuss your service offering.

- Frequency of interaction with participants
 - Method of interaction
 - Web-based tools.
2. Discuss your fiduciary status with respect to plan participants. Do you accept fiduciary responsibility? If not, explain why.
 3. Provide a pricing proposal.
 4. Can your process/program/service co-exist with other service providers?
 5. How long does it take to roll out your service?
 6. Do you anticipate any changes to your IT system in the next 12-24 months? If so, please describe and estimate the impact of these changes on provision of service under the plan.
 7. Describe your quality control program.

D. References

1. Provide five references of current clients of similar plan demographics (e.g., plan size, assets and participant demographics) for which you are providing model portfolio management services. If possible, provide at least one reference from the State of Connecticut.

Client name
 Contact name
 Address
 Phone number
 Services provided
 Year they became a client
 Plan demographics.

2. If possible, provide two references of former clients who had similar plan demographics and services as described above. Provide:

Client name
 Contact name
 Address
 Phone number
 Services provided
 Year they became a client
 Year they ceased to be a client
 Plan demographic
 The reason(s) for departure.

E. Miscellaneous

Provide any additional information you feel may be relevant in evaluating your proposal.

EXHIBIT 1

State of Connecticut Defined Contribution Plans Asset Allocation as of 9/30/2014		
Fund	Assets	% of Assets
American Funds American Mutual Fund® - Class R-6	47,594,149.27	1.07
American Funds EuroPacific Growth Fund® - Class R-6	133,992,913.59	3.02
Calvert Bond Portfolio - Class I	16,386,026.23	0.37
Connecticut Stable Value Fund	1,753,504,416.14	39.46
DFA Real Estate Securities Portfolio - Institutional Class	20,635,963.82	0.46
Fidelity VIP Contrafund Portfolio - Initial Class	255,943,631.39	5.76
Fidelity VIP Mid Cap Portfolio - Initial Class	185,059,940.70	4.16
Hartford Capital Appreciation HLS Fund - Class IA	216,751,714.37	4.88
JPMorgan Mid Cap Value Fund - Class I Shares	107,359,351.87	2.42
PIMCO Total Return Fund - Institutional Class	117,630,917.39	2.65
TIAA-CREF Equity Index Fund - Institutional Class	235,856,383.27	5.31
TIAA-CREF International Equity Index Fund - Institutional Cl	155,541,137.81	3.50
TIAA-CREF Small-Cap Blend Index Fund - Institutional Class	55,649,406.16	1.25
TIAA-CREF Social Choice Equity Fund - Institutional Class	42,682,803.41	0.96
Vanguard® Explorer™ Fund - Admiral™ Shares	103,928,746.91	2.34
Vanguard® Inflation-Protected Securities Fund - Inst	54,270,688.11	1.22
Vanguard® Institutional Index Fund - Institutional Plus	288,222,037.48	6.49
Vanguard® Mid-Cap Index Fund - Institutional Shares	29,883,901.09	0.67
Vanguard® REIT Index Fund - Institutional Shares	71,334,070.70	1.61
Vanguard® Target Retirement 2015 Fund - Investor Shares	37,741,139.63	0.85
Vanguard® Target Retirement 2025 Fund - Investor Shares	122,934,467.06	2.77
Vanguard® Target Retirement 2035 Fund - Investor Shares	34,518,326.07	0.78
Vanguard® Target Retirement 2045 Fund - Investor Shares	19,605,635.22	0.44
Vanguard® Target Retirement Income Fund - Investor Shares	7,577,684.80	0.17
Vanguard® Total Bond Market Index Fund - Institutional	57,437,931.91	1.29
Wells Fargo Advantage Premier Large Company Growth Fd - Inst	271,940,307.73	6.12
Totals	4,443,983,692.13	100.00

EXHIBIT 1(a)

457 Plan Asset Allocation as of 9/30/2014		
Fund	Assets	% of Assets
American Funds American Mutual Fund® - Class R-6	16,627,219.04	0.68
American Funds EuroPacific Growth Fund® - Class R-6	64,871,921.02	2.61
Calvert Bond Portfolio - Class I	7,331,424.87	0.30
Connecticut Stable Value Fund	1,010,206,697.97	40.69
DFA Real Estate Securities Portfolio - Institutional Class	9,499,842.75	0.38
Fidelity VIP Contrafund Portfolio - Initial Class	179,529,694.87	7.23
Fidelity VIP Mid Cap Portfolio - Initial Class	112,363,943.66	4.53
Hartford Capital Appreciation HLS Fund - Class IA	120,095,551.83	4.84
JPMorgan Mid Cap Value Fund - Class I Shares	65,207,476.00	2.63
PIMCO Total Return Fund - Institutional Class	62,885,203.51	2.53
TIAA-CREF Equity Index Fund - Institutional Class	21,386,496.65	0.86
TIAA-CREF International Equity Index Fund - Institutional CI	92,444,543.94	3.72
TIAA-CREF Small-Cap Blend Index Fund - Institutional Class	26,093,361.99	1.05
TIAA-CREF Social Choice Equity Fund - Institutional Class	10,962,723.43	0.44
Vanguard® Explorer™ Fund - Admiral™ Shares	70,130,554.02	2.83
Vanguard® Inflation-Protected Securities Fund - Inst	19,603,587.20	0.79
Vanguard® Institutional Index Fund - Institutional Plus	243,951,711.91	9.83
Vanguard® Mid-Cap Index Fund - Institutional Shares	16,426,103.75	0.66
Vanguard® REIT Index Fund - Institutional Shares	23,369,540.20	0.94
Vanguard® Target Retirement 2015 Fund - Investor Shares	18,185,009.56	0.73
Vanguard® Target Retirement 2025 Fund - Investor Shares	92,413,424.32	3.72
Vanguard® Target Retirement 2035 Fund - Investor Shares	13,674,302.92	0.55
Vanguard® Target Retirement 2045 Fund - Investor Shares	8,432,307.92	0.34
Vanguard® Target Retirement Income Fund - Investor Shares	4,229,896.77	0.17
Vanguard® Total Bond Market Index Fund - Institutional	28,064,094.13	1.13
Wells Fargo Advantage Premier Large Company Growth Fd - Inst	144,363,091.41	5.82
Totals	2,482,349,725.64	100.00

EXHIBIT 1(b)

ARP Asset Allocation as of 9/30/2014		
Fund	Assets	% of Assets
American Funds American Mutual Fund® - Class R-6	19,835,916.77	1.50
American Funds EuroPacific Growth Fund® - Class R-6	39,465,644.37	2.99
Calvert Bond Portfolio - Class I	5,178,499.50	0.39
Connecticut Stable Value Fund - ARP	516,789,295.51	39.19
DFA Real Estate Securities Portfolio - Institutional Class	7,277,997.72	0.55
Fidelity VIP Contrafund Portfolio - Initial Class	39,115,329.12	2.97
Fidelity VIP Mid Cap Portfolio - Initial Class	44,190,051.55	3.35
Hartford Capital Appreciation HLS Fund - Class IA	54,938,890.33	4.17
JPMorgan Mid Cap Value Fund - Class I Shares	25,087,934.78	1.90
PIMCO Total Return Fund - Institutional Class	32,871,232.14	2.49
TIAA-CREF Equity Index Fund - Institutional Class	183,574,403.96	13.92
TIAA-CREF International Equity Index Fund - Institutional Cl	46,942,070.58	3.56
TIAA-CREF Small-Cap Blend Index Fund - Institutional Class	17,062,031.20	1.29
TIAA-CREF Social Choice Equity Fund - Institutional Class	25,305,585.78	1.92
Vanguard® Explorer™ Fund - Admiral™ Shares	20,032,143.14	1.52
Vanguard® Inflation-Protected Securities Fund - Inst	22,048,679.08	1.67
Vanguard® Institutional Index Fund - Institutional Plus	20,575,321.79	1.56
Vanguard® Mid-Cap Index Fund - Institutional Shares	8,338,546.71	0.63
Vanguard® REIT Index Fund - Institutional Shares	37,096,825.59	2.81
Vanguard® Target Retirement 2015 Fund - Investor Shares	5,952,021.04	0.45
Vanguard® Target Retirement 2025 Fund - Investor Shares	12,337,958.59	0.94
Vanguard® Target Retirement 2035 Fund - Investor Shares	11,359,948.10	0.86
Vanguard® Target Retirement 2045 Fund - Investor Shares	7,974,213.89	0.60
Vanguard® Target Retirement Income Fund - Investor Shares	1,351,189.10	0.10
Vanguard® Total Bond Market Index Fund - Institutional	21,080,940.41	1.60
Wells Fargo Advantage Premier Large Company Growth Fd - Inst	92,848,670.35	7.04
Totals	1,318,631,341.10	100.00

EXHIBIT 1(c)

403(b) Plan Asset Allocation as of 9/30/2014		
Fund	Assets	% of Assets
American Funds American Mutual Fund® - Class R-6	11,131,013.46	1.74
American Funds EuroPacific Growth Fund® - Class R-6	29,655,348.20	4.63
Calvert Bond Portfolio - Class I	3,876,101.86	0.60
Connecticut Stable Value Fund - 403(b) Plan	224,413,443.07	35.01
DFA Real Estate Securities Portfolio - Institutional Class	3,858,123.35	0.60
Fidelity VIP Contrafund Portfolio - Initial Class	37,298,607.40	5.82
Fidelity VIP Mid Cap Portfolio - Initial Class	28,505,945.49	4.45
Hartford Capital Appreciation HLS Fund - Class IA	41,717,272.21	6.51
JPMorgan Mid Cap Value Fund - Class I Shares	17,063,941.09	2.66
PIMCO Total Return Fund - Institutional Class	21,874,481.74	3.41
TIAA-CREF Equity Index Fund - Institutional Class	30,895,482.66	4.82
TIAA-CREF International Equity Index Fund - Institutional Cl	16,154,523.29	2.52
TIAA-CREF Small-Cap Blend Index Fund - Institutional Class	12,494,012.97	1.95
TIAA-CREF Social Choice Equity Fund - Institutional Class	6,414,494.20	1.00
Vanguard® Explorer™ Fund - Admiral™ Shares	13,766,049.75	2.15
Vanguard® Inflation-Protected Securities Fund - Inst	12,618,421.83	1.97
Vanguard® Institutional Index Fund - Institutional Plus	23,695,003.78	3.70
Vanguard® Mid-Cap Index Fund - Institutional Shares	5,119,250.63	0.80
Vanguard® REIT Index Fund - Institutional Shares	10,867,704.91	1.70
Vanguard® Target Retirement 2015 Fund - Investor Shares	13,604,109.03	2.12
Vanguard® Target Retirement 2025 Fund - Investor Shares	18,183,084.15	2.84
Vanguard® Target Retirement 2035 Fund - Investor Shares	9,484,075.05	1.48
Vanguard® Target Retirement 2045 Fund - Investor Shares	3,199,113.41	0.50
Vanguard® Target Retirement Income Fund - Investor Shares	1,996,598.93	0.31
Vanguard® Total Bond Market Index Fund - Institutional	8,292,897.37	1.29
Wells Fargo Advantage Premier Large Company Growth Fd - Inst	34,728,545.97	5.42
Totals	640,907,645.80	100.00

EXHIBIT 2

457 Plan--Distribution of Participants by State Agency		
State of Connecticut Agency	Location	# of Participants
BRIDGEPORT CORRECTIONAL CENTER	BRIDGEPORT	144
HOUSATONIC COMMUNITY COLLEGE	BRIDGEPORT	37
SOUTHWEST CONN MENTAL HEALTH	BRIDGEPORT	291
BROOKLYN CORRECTIONAL INST	BROOKLYN	94
CESHIRE CORRECTIONAL INST	CESHIRE	303
MANSON YOUTH INST	CESHIRE	235
WEBSTER CORRECTIONAL INST	CESHIRE/CLOSED	16
WESTERN CONN STATE UNIVERSITY	DANBURY	127
QUINEBAUG VALLEY COMM COLLEGE	DANIELSON	21
ASNUNTUCK COMMUNITY COLLEGE	ENFIELD	37
ENFIELD CORRECTIONAL INST	ENFIELD	121
ROBINSON CORRECTIONAL INST	ENFIELD	194
WILLARD-CYBULSKI INST	ENFIELD	148
CHIEF MEDICAL EXAMINER	FARMINGTON	25
TUNXIS COMMUNITY COLLEGE	FARMINGTON	38
UCONN HEALTH CENTER	FARMINGTON	981
ADVOCACY FOR PERSONS DISABLED	HARTFORD	31
AFRICAN AMERICAN AFFAIRS	HARTFORD	2
AIR MANAGEMENT	HARTFORD	80
AUDITORS OF PUBLIC ACCOUNTS	HARTFORD	99
BOARD OF REGENTS	HARTFORD	4
BOARD OF STATE ACAD. AWARDS	HARTFORD	9
BOARD SUPPORT	HARTFORD	2
BUREAU OF ENERGY&TECH POLICY	HARTFORD	19
BUREAU OF OUTDOOR RECREATION	HARTFORD	111
CAPITAL COMMUNITY COLLEGE	HARTFORD	33
CAPITAL REG DEV AUTH	HARTFORD	6
CAPITOL REGIONAL MENTAL HEALTH	HARTFORD	152
COMM ON CULTURE AND TOURISM	HARTFORD	8
COMM ON STATUS OF WOMEN	HARTFORD	6
COMMISSION ON AGING	HARTFORD	2
COMMISSION ON CHILDREN	HARTFORD	4
COMMISSIONER'S OFFICE	HARTFORD	90
COMMISSIONERS OFFICES	HARTFORD	6
CONN STATE UNIVERSITY SYSTEM	HARTFORD	18

EXHIBIT 2

457 Plan--Distribution of Participants by State Agency		
State of Connecticut Agency	Location	# of Participants
CONNECTICUT COMMUNITY COLLEGES	HARTFORD	33
CONNECTICUT STATE LIBRARY	HARTFORD	58
COUNCIL ENVIRONMENTAL QUALITY	HARTFORD	1
COUNCIL ON CHILDREN'S TRUST	HARTFORD	1
CTCLEAN ENERGY FIN AND INV AUTH	HARTFORD	11
DEAF & HEARING IMPAIRED COMM	HARTFORD	6
DEPARTMENT OF HOUSING	HARTFORD	22
DEPT ADMINISTRATIVE SERVICES	HARTFORD	534
DEPT ECONOMIC & COMM DEV	HARTFORD	102
DEPT OF AGRICULTURE	HARTFORD	44
DEPT OF BANKING	HARTFORD	101
DEPT OF CONSTRUCTION SERVICES	HARTFORD	3
DEPT OF CONSUMER PROTECTION	HARTFORD	178
DEPT OF ENVIRONMENTAL PROTECTION	HARTFORD	3
DEPT OF HIGHER EDUCATION	HARTFORD	8
DEPT OF INFORMATION TECHNOLOGY	HARTFORD	48
DEPT OF INSURANCE	HARTFORD	134
DEPT OF PUBLIC HEALTH	HARTFORD	528
DEPT OF PUBLIC WORKS	HARTFORD	30
DEPT OF REHABILITATION SVCS	HARTFORD	264
DEPT OF REVENUE SERVICES	HARTFORD	601
DIV OF LEGAL&GOVT AFFAIRS	HARTFORD	4
DIVISION OF ED PROGRAMS AND SVCS	HARTFORD	12
ELECTIONS ENFORCEMENT COMM	HARTFORD	4
FINANCE AND ADMINISTRATIVE SERVICES	HARTFORD	28
FINANCIAL SUPPORT SERVICES	HARTFORD	98
FREEDOM OF INFORMATION COMM	HARTFORD	4
HARTFORD CORRECTIONAL CENTER	HARTFORD	223
LEGISLATIVE MANAGEMENT	HARTFORD	312
NATURAL RESOURCES	HARTFORD	92
OFFICE OF EARLY CHILDHOOD	HARTFORD	21
OFFICE OF GOVT ACCOUNTABILITY	HARTFORD	51
OFFICE OF HEALTH CARE ACCESS	HARTFORD	4
OFFICE OF HEALTH CARE ADVOCATE	HARTFORD	9
OFFICE OF HOMELAND SECURITY	HARTFORD	2
OFFICE OF LIEUTENANT GOVERNOR	HARTFORD	7

EXHIBIT 2

457 Plan--Distribution of Participants by State Agency		
State of Connecticut Agency	Location	# of Participants
OFFICE OF POLICY & MANAGEMENT	HARTFORD	112
OFFICE OF STATE COMPROLLER	HARTFORD	241
OFFICE OF STATE TREASURER	HARTFORD	105
OFFICE OF THE ATTORNEY GENERAL	HARTFORD	267
OFFICE OF THE CHILD ADVOCATE	HARTFORD	1
OFFICE OF THE GOVERNOR	HARTFORD	18
PSYCHIATRIC REVIEW BOARD	HARTFORD	3
PUBLIC DEFENDER SERVICES COMM	HARTFORD	275
PUBLIC UTILITY REG. AUTHORITY	HARTFORD	55
SECRETARY OF THE STATE	HARTFORD	49
STATE DEPARTMENT OF EDUCATION	HARTFORD	9
STATE DEPARTMENT OF EDUCATION	HARTFORD	6
STATE DEPARTMENT ON AGING	HARTFORD	14
STATE ETHICS COMMISSION	HARTFORD	2
STATE PROPERTIES REVIEW BRD	HARTFORD	1
TALENT OFFICE	HARTFORD	6
TEACHERS RETIREMENT BOARD	HARTFORD	16
TEACHING AND LEARNINGS	HARTFORD	20
WASTE MANAGEMENT	HARTFORD	112
WATER MANAGEMENT	HARTFORD	133
WORKFORCE COMPETITIVENESS	HARTFORD	1
MANCHESTER COMMUNITY COLLEGE	MANCHESTER	52
CONN MENTAL HEALTH CENTER	MIDDLETOWN	201
CONNECTICUT VALLEY HOSPITAL	MIDDLETOWN	1171
DEPT OF PUBLIC SAFETY	MIDDLETOWN	4
DEPT OF PUBLIC SAFETY	MIDDLETOWN	91
DEPT OF PUBLIC SAFETY	MIDDLETOWN	67
DEPT OF PUBLIC SAFETY	MIDDLETOWN	14
DEPT OF PUBLIC SAFETY	MIDDLETOWN	26
DPS POLICE OFFICERS TRAIN.CNL	MIDDLETOWN	13
FIRE PREVENTION	MIDDLETOWN	12
MIDDLESEX COMMUNITY COLLEGE	MIDDLETOWN	28
POLICE OFFICER STANDARDS	MIDDLETOWN	3
RIVER VALLEY SERVICES	MIDDLETOWN	91

EXHIBIT 2

457 Plan--Distribution of Participants by State Agency		
State of Connecticut Agency	Location	# of Participants
AGRICULTURAL EXPERIMENT STATION	MULTIPLE LOCATIONS	60
DDS SOUTHUBURY TRAINING SCHOOL	MULTIPLE LOCATIONS	383
DEPT OF CHILDREN AND FAMILY	MULTIPLE LOCATIONS	2463
DEPT OF DEVELOPMENTAL SERVICES NORTH	MULTIPLE LOCATIONS	592
DEPT OF LABOR	MULTIPLE LOCATIONS	688
DEPT OF MOTOR VEHICLES	MULTIPLE LOCATIONS	552
DEPT OF PUBLIC SAFETY	MULTIPLE LOCATIONS	1049
DEPT OF SOCIAL SERVICES	MULTIPLE LOCATIONS	1596
DEPT OF TRANSPORTATION	MULTIPLE LOCATIONS	40
DEPT OF TRANSPORTATION	MULTIPLE LOCATIONS	733
HUMAN RIGHTS & OPPORTUNITIES	MULTIPLE LOCATIONS	56
JUDICIAL BRANCH	MULTIPLE LOCATIONS	2924
MENTAL HEALTH AND ADDICTION	MULTIPLE LOCATIONS	321
MILITARY DEPARTMENT	MULTIPLE LOCATIONS	67
SOLDIERS SAILORS & MARINE FUND	MULTIPLE LOCATIONS	10
UNIVERSITY OF CONNECTICUT	MULTIPLE LOCATIONS	675
VOCATIONAL TECHNICAL SCHOOLS	MULTIPLE LOCATIONS	325
WORKERS' COMPENSATION COMM	MULTIPLE LOCATIONS	86
CENTRAL CONN STATE UNIVERSITY	NEW BRITAIN	162
CHARTER OAK COLLEGE	NEW BRITAIN	4
CONNECTICUT SITING COUNCIL	NEW BRITAIN	8
DEPT OF PUBLIC UTILITY CONTROL	NEW BRITAIN	16
OFFICE OF CONSUMER COUNSEL	NEW BRITAIN	11
GATEWAY COMMUNITY COLLEGE	NEW HAVEN	63
NEW HAVEN CORRECTIONAL CENTER	NEW HAVEN	172
SOUTHERN CONN STATE UNIVERSITY	NEW HAVEN	196
BUREAU OF ADMINISTRATION	NEWINGTON	350
BUREAU OF HIGHWAY OPERATIONS	NEWINGTON	908
BUREAU OF PLANNING AND RESEARCH	NEWINGTON	90
DEPARTMENT OF PUBLIC TRANSPORTATION	NEWINGTON	76
DIVISION OF SPECIAL REVENUE	NEWINGTON	22
PROBATE COURT ADMINISTRATION	NEWINGTON	18
CEDARCREST REGIONAL HOSPITAL	NEWINGTON/CLOSED	33
GARNER CORRECTIONAL INST	NEWTOWN	127
YORK CORRECTIONAL INST	NIANTIC	351
GATES CORRECTIONAL INST	NIANTIC/CLOSED	27

EXHIBIT 2

457 Plan--Distribution of Participants by State Agency		
State of Connecticut Agency	Location	# of Participants
NORWALK COMMUNITY COLLEGE	NORWALK	41
SOUTHEAST MENTAL HEALTH	NORWICH	146
THREE RIVERS COMMUNITY COLLEGE	NORWICH	38
OFFICE OF VICTIM ADVOCATE	PLAINVILLE, HARTFORD	2
CONN DEVELOPMENT AUTHORITY	ROCKY HILL	6
CONN HOUSING FINANCE AUTHORITY	ROCKY HILL	105
CONNECTICUT INNOVATIONS, INC	ROCKY HILL	35
CONNECTICUT LOTTERY	ROCKY HILL	98
DEPT OF VETERANS AFFAIRS	ROCKY HILL	232
DIVISION OF CRIMINAL JUSTICE	ROCKY HILL	329
NORTHERN CORRECTIONAL INST	SOMERS	128
OSBORN CORRECTIONAL INST	SOMERS	249
BERGIN CORRECTIONAL INST	STORRS/CLOSED	31
MACDOUGALL-WALKER INST	SUFFIELD	365
CORRIGAN-RADGOWSKI CENTER	UNCASVILLE	298
DEPT OF DEVELOPMENTAL SERVICES SOUTH	WALLINGFORD	460
DEPT OF DEVELOPMENTAL SERVICES WEST	WATERBURY	154
DEPT OF DEVELOPMENTAL SERVICES WEST	WATERBURY	406
NAUGATUCK VALLEY COMM COLLEGE	WATERBURY	103
WESTERN CONN MENTAL HEALTH	WATERBURY	216
CENTRAL TRAINING STAFF DEVELOPMENT	WETHERSFIELD	24
DEPT OF CORRECTIONS CENTRAL OFFICE	WETHERSFIELD	704
EASTERN CONN STATE UNIVERSITY	WILLIMANTIC	132
CT AIRPORT AUTHORITY	WINDSOR	84
EDUCATION & SVCS FOR THE BLIND	WINDSOR	16
NORTHWESTERN COMMUNITY COLLEGE	WINSTED	36

EXHIBIT 2

ARP--Distribution of Participants by State Agency		
State of Connecticut Agency	Location	# of Plan Participants
HOUSATONIC COMMUNITY COLLEGE	BRIDGEPORT	206
WESTERN CONNECTICUT UNIVERSITY	DANBURY	579
QUINEBAUG VALLEY COMM COLLEGE	DANIELSON	146
ASNUNTUCK COMMUNITY COLLEGE	ENFIELD	182
TUNXIS COMMUNITY COLLEGE	FARMINGTON	349
UCONN HEALTH CENTER	FARMINGTON	3,796
CAPITAL COMMUNITY COLLEGE	HARTFORD	293
CAPITOL REGIONAL MENTAL HEALTH	HARTFORD	13
CONNECTICUT COMMUNITY COLLEGES	HARTFORD	100
CONNECTICUT STATE UNV SYSTEM	HARTFORD	51
DEPARTMENT OF HIGHER EDUCATION	HARTFORD	224
LEGISLATIVE MANAGEMENT	HARTFORD	1
MANCHESTER COMMUNITY COLLEGE	MANCHESTER	424
MIDDLESEX COMMUNITY COLLEGE	MIDDLETOWN	227
UNIVERSITY OF CONNECTICUT	MULTIPLE LOCATIONS	4,118
CENTRAL CONNECTICUT UNIVERSITY	NEW BRITAIN	1,028
CHARTER OAK COLLEGE	NEW BRITAIN	48
GATEWAY COMMUNITY COLLEGE	NEW HAVEN	554
SOUTHERN CONNECTICUT UNIVERSITY	NEW HAVEN	870
NORWALK COMMUNITY COLLEGE	NORWALK	479
THREE RIVERS COMMUNITY COLLEGE	NORWICH	213
NAUGATUCK VALLEY COMM COLLEGE	WATERBURY	402
EASTERN CONNECTICUT UNIVERSITY	WILLIMANTIC	576
NORTHWESTERN COMMUNITY COLLEGE	WINSTED	162

EXHIBIT 2

403(b) Plan--Distribution of Participants by State Agency		
State of Connecticut Agency	Location	# of Plan Participants
HOUSATONIC COMMUNITY COLLEGE	BRIDGEPORT	108
SOUTHWEST CONN MENTAL HEALTH	BRIDGEPORT	25
CHESHIRE CORRECTIONAL INST	CHESHIRE	2
MANSON YOUTH INST	CHESHIRE	4
WESTERN CONN STATE UNIVERSITY	DANBURY	265
QUINEBAUG VALLEY COMM COLLEGE	DANIELSON	30
ASNUNTUCK COMMUNITY COLLEGE	ENFIELD	67
ENFIELD CORRECTIONAL INST	ENFIELD	4
ROBINSON CORRECTIONAL INST	ENFIELD	4
WILLARD-CYBULSKI INST	ENFIELD	3
TUNXIS COMMUNITY COLLEGE	FARMINGTON	78
UCONN HEALTH CENTER	FARMINGTON	1689
BOARD OF REGENTS	HARTFORD	4
BOARD OF STATE ACAD. AWARDS	HARTFORD	23
BOARD SUPPORT	HARTFORD	7
CAPITAL COMMUNITY COLLEGE	HARTFORD	71
CAPITOL REGION MENTAL HEALTH	HARTFORD	4
COMMISSIONERS OFFICES	HARTFORD	10
CONN STATE UNIVERSITY SYSTEM	HARTFORD	31
CONNECTICUT COMMUNITY COLLEGES	HARTFORD	61
DEPT OF HIGHER EDUCATION	HARTFORD	20
DIVISION OF ED PROGRAMS AND SERVICES	HARTFORD	45
EVALUATION AND RESEARCH	HARTFORD	40
FINANCE AND ADMINISTRATIVE SERVICES	HARTFORD	63
STATE DEPARTMENT OF EDUCATION	HARTFORD	7
STATE DEPARTMENT OF EDUCATION	HARTFORD	19
TEACHING AND LEARNINGS	HARTFORD	51
MANCHESTER COMMUNITY COLLEGE	MANCHESTER	159
CONNECTICUT VALLEY HOSPITAL	MIDDLETOWN	115
MIDDLESEX COMMUNITY COLLEGE	MIDDLETOWN	49
RIVER VALLEY SERVICES	MIDDLETOWN	4
DDS SOUTHUBURY TRAINING SCHOOL	MULTIPLE LOCATIONS	6
DEPT OF CHILDREN AND FAMILY	MULTIPLE LOCATIONS	32
DEPT OF CORRECTIONS	MULTIPLE LOCATIONS	5

EXHIBIT 2

403(b) Plan--Distribution of Participants by State Agency		
State of Connecticut Agency	Location	# of Plan Participants
DEPT OF DEVELOPMENTAL SERVICES NORTH	MULTIPLE LOCATIONS	6
MENTAL HEALTH AND ADDICTION	MULTIPLE LOCATIONS	10
UNIVERSITY OF CONNECTICUT	MULTIPLE LOCATIONS	1908
VOCATIONAL TECHNICAL SCHOOLS	MULTIPLE LOCATIONS	721
GATEWAY COMMUNITY COLLEGE	NEW HAVEN	135
NEW HAVEN CORRECTIONAL CENTER	NEW HAVEN	1
SOUTHERN CONN STATE UNIVERSITY	NEW HAVEN	404
CEDARCREST REGIONAL HOSPITAL	NEWINGTON/CLOSED	1
GARNER CORRECTIONAL INST	NEWTOWN	1
YORK CORRECTIONAL INST	NIANTIC	5
GATES CORRECTIONAL INST	NIANTIC/CLOSED	1
NORWALK COMMUNITY COLLEGE	NORWALK	142
SOUTHEAST MENTAL HEALTH	NORWICH	3
THREE RIVERS COMMUNITY COLLEGE	NORWICH	86
OSBORN CORRECTIONAL INST	SOMERS	5
BERGIN CORRECTIONAL INST	STORRS/CLOSED	1
MACDOUGALL-WALKER INST	SUFFIELD	4
DEPT OF DEVELOPMENTAL SERVICES SOUTH	WALLINGFORD	11
DEPT OF DEVELOPMENTAL SERVICES WEST	WATERBURY	15
DEPT OF DEVELOPMENTAL SERVICES WEST	WATERBURY	4
NAUGATUCK VALLEY COMM COLLEGE	WATERBURY	146
WESTERN CONN MENTAL HEALTH	WATERBURY	3
EASTERN CONN STATE UNIVERSITY	WILLIMANTIC	329
NORTHWESTERN COMMUNITY COLLEGE	WINSTED	55

EXHIBIT 2

Municipalities Participating in the 457 Plan Participant Distribution	# of Plan Participants
ACCESS HEALTH CT	36
BERLIN PROBATE DISTRICT	5
BRIDGEPORT PROBATE DISTRICT	4
CAPITAL REGION DEV AUTHORITY	3
CAPITOL REGION EDUCATION COUNCIL	1
CENTRAL CT REGIONAL CHILDREN'S	2
CLINTON PUBLIC SCHOOLS	9
CT RESOURCES RECOVERY AUTHORITY	5
DANBURY PROBATE DISTRICT	5
DARIEN-NEW CANAAN PROBATE DIST	2
EAST HAVEN-NORTH HAVEN PROBATE	1
ELLINGTON PROBATE DISTRICT	3
FAIRFIELD PROBATE DISTRICT	3
FARMINGTON-BURLINGTON PROB DIST	1
GREENWICH PROBATE DISTRICT	1
HARTFORD PROBATE DISTRICT	6
HEALTH INFORMATION TECH EXCH	2
LEARN	16
MADISON PUBLIC SCHOOLS	8
MERIDEN PROBATE DISTRICT	3
MILFORD-ORANGE PROBATE DISTRICT	3
NAUGATUCK PROBATE DISTRICT	1
NEW LONDON REGIONAL CHILDREN'S	1
NEWINGTON PROBATE DISTRICT	6
NIAANTIC REGIONAL PROBATE DIST	4
NORTH CENTRAL CT PROBATE DIST	4
NORTHEAST PROBATE DISTRICT	1
NORTHEAST REGIONAL CHILDREN'S	1
NORWALK-WILTON PROBATE DISTRICT	6
NORWICH PROBATE DISTRICT	1
NORWICH PUBLIC SCHOOLS	8
PLAINFIELD-KILLINGLY REGIONAL	3

EXHIBIT 2

Municipalities Participating in the 457 Plan Participant Distribution	# of Plan Participants
REGION # 19 PROBATE DISTRICT	4
REGION # 22 PROBATE DISTRICT	6
REGION # 3 PROBATE DISTRICT	4
REGIONAL SCHOOL DISTRICT # 17	16
REGIONAL SCHOOL DISTRICT 13	5
SAYBROOK PROBATE DISTRICT	1
SIMSBURY REGIONAL PROBATE DIST	2
SOMERS BOARD OF EDUCATION	4
STRATFORD PROBATE DISTRICT	5
THOMASTON PUBLIC SCHOOLS	6
TOWN OF BURLINGTON	14
TOWN OF LEDYARD	92
TOWN OF SOMERS	18
WATERBURY PROBATE DISTRICT	8
WATERBURY REGIONAL CHILDREN'S	1
WEST HARTFORD PROBATE DISTRICT	4
WEST HAVEN PROBATE DISTRICT	1
WESTPORT PROBATE DISTRICT	1
WINDHAM-COLCHESTER PROBATE DIST	1
WINDSOR LOCKS	51

EXHIBIT 3

Morningstar Portfolio PDF booklet

STATE OF CONNECTICUT **DEFINED CONTRIBUTION PLANS**

 **CONFUSED ABOUT INVESTING?**



FIND YOUR PATH WITH MORNINGSTAR MODEL PORTFOLIOS

Does the idea of selecting investments have you confused and feeling lost in the land of steady habits? The **State of Connecticut Defined Contribution Plans** are designed to help make it easier for you to save and invest money for retirement. While the Plans help make saving straightforward, choosing the right mix of investments, and making adjustments over time, can be a confusing journey for many.

Morningstar Associates, LLC (Morningstar) provides access to eight investment portfolios through the Asset Allocation Made Easier program. Each is tailored to a different level of risk tolerance, and is designed to help you develop and maintain a well-diversified account. Simply complete the risk tolerance questionnaire on pages 6 and 7 of this brochure to determine which investor type may be right for you. The Plans continue to offer a variety of options, including target date portfolios, for those who prefer to choose their own investments.



You should consider the investment objectives, risks, and charges and expenses of the investment options carefully before investing. Fund prospectuses and an information booklet containing this and other information can be obtained by contacting your local representative. Please read the information carefully before investing.

A CLEARER PATH TO HELP CHOOSE THE RIGHT MIX

Eight investment portfolios designed by Morningstar.

There is no such thing as a risk-free investment. Investing is all about choosing the risks you feel most comfortable taking. A diversified portfolio can be a helpful way to weather the big swings over time as the market rises and falls. Thinking about your intended retirement date, objectives, and attitudes toward risk will help you determine the types of investments – or asset classes – you should select and how you would divide your savings among them. While using asset allocation as part of your investment strategy neither assures nor guarantees better performance and cannot protect against loss in declining markets, it is a well-recognized risk management strategy. However, not everyone may be comfortable, or feel they have the time, to map out a strategy on their own. Sometimes taking that first step – making choices about where to invest – can be the hardest part.

That is why the State of Connecticut Defined Contribution Plans have teamed up with Morningstar Associates, a premier provider of investment advisory services for the retirement plan industry, to offer eight blended risk-based investment portfolios through the Asset Allocation Made Easier program. Morningstar Associates is a registered investment advisor and wholly-owned subsidiary of Morningstar, Inc., a company known for being a trusted source for insightful information on stocks, mutual funds and other investment products. By leveraging years of financial research and theories, Morningstar has developed a proprietary asset allocation methodology that uses a rigorous 5-step investment management process, and they used that to construct the investment portfolios customized for the Plans. These are specifically designed to help make asset allocation easier!

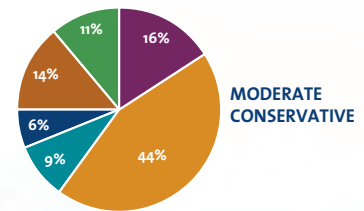
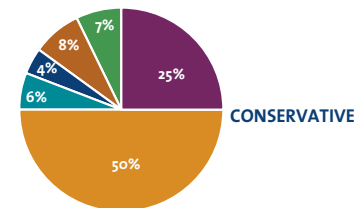
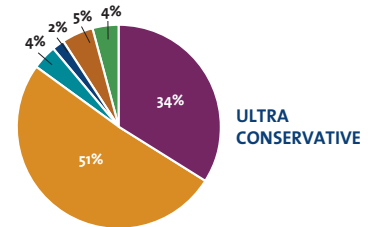


YOUR CHOICES, EXPLAINED.

Conservative

The three “**Conservative**” models are designed for those who want to limit their exposure to market fluctuations. In the short term, you are limiting your potential for losses.

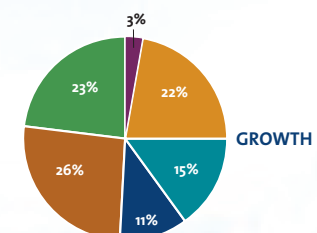
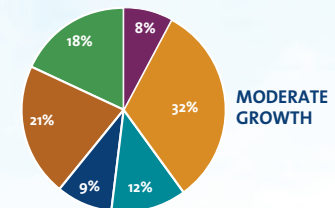
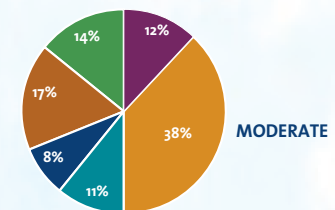
- **Ultra conservative** – Primarily focused on lower risk securities such as fixed-income and money market securities.
- **Conservative** – Partly invested in growth and growth and income investments, as well as income-oriented investments and investments designed to help maintain stability of principal.
- **Moderate Conservative** – Mostly invested in equities to provide growth potential, but also invested in income-oriented investments and vehicles designed to help maintain stability of principal.



Moderate

The three “**Moderate**” models are designed for individuals who are looking for a balance between risk and return. In the short term, you may experience healthy growth in up markets, but most likely will experience some losses during down markets. Over the long term, you may experience a modest, variable rate of return.

- **Moderate** – An intermediate risk and return portfolio that provides a blend of equities and income-oriented investments.
- **Moderate Growth** – Primarily seeks capital appreciation and a low to moderate level of income-oriented investments.
- **Growth** – Mostly equities or similar higher risk investments focused on growth, while also offering income-oriented investments.



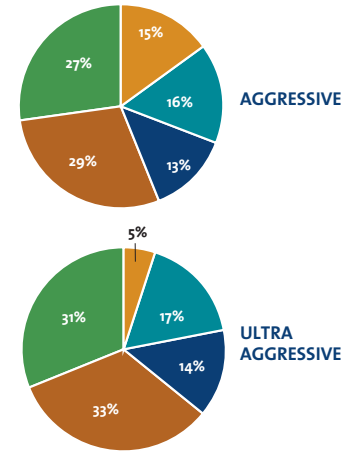
The models shown here are for illustrative purposes only and the actual investment category percentages may vary over time.

The first step in the process is deciding which portfolio is right for you. The following questionnaire was designed to help you better understand your investor type based on your responses (see the next page). Once the questionnaire is complete, calculate your total score. The total score will be used to provide you with your investor type recommendation.

Aggressive

The two “**Aggressive**” models are designed for individuals who wish to maximize returns in up markets and can tolerate significant risk. In the short term, you should be well-positioned to hopefully earn higher returns in up markets; however, you may experience significant losses in down markets. Over the long term, you may experience a favorable rate of return, with periods of large gains and deep losses.

- **Aggressive** – Primarily equities or similar higher risk investments, weighted toward aggressive growth, small company and international investments.
- **Ultra Aggressive** – Primarily focused on untraditional high risk and high-yield equities and equity mutual funds.



The models shown here are for illustrative purposes only and the actual investment category percentages may vary over time.

PIE CHART KEY*

- (SP) Stability of Principal
- (BD) Bonds
- (LV) Large Cap Value
- (LG) Large Cap Growth
- (SM) Small/Mid/Specialty
- (GL) Global/International

*Portfolio allocations as of 3/31/2014.



Ready to find out what type of investor you are... turn the page to answer a few simple questions.

RISK TOLERANCE QUESTIONNAIRE

What is Your Risk Tolerance?		SCORE
1. What is your current age? a) Under 30 b) 31-45 c) 46-60 d) Over 60		
2. When do you expect to begin withdrawing money from your account? a) Immediately b) 1 to 5 years c) 6 to 10 years d) 11 years or more e) Only when I am required to		
3. Once you begin withdrawing money, how long do you expect the withdrawals to last? a) I plan to take a lump sum distribution b) 1 to 5 years c) 6 to 10 years d) Over my lifetime e) I only intend to take the minimum amount I am required to take from my account		
4. Some investors are more willing to tolerate short-term losses in the value of their portfolio as a trade-off for potentially higher long-term gains. Which response best represents your attitude toward the following statement? <i>"I am willing to stick with my investment plan despite experiencing significant short-term losses in the value of my account if it will increase the likelihood of achieving higher long-term investment gains."</i> a) Strongly Agree b) Agree c) Disagree d) Strongly Disagree		
5. Over time, inflation can have a significant negative impact on how much your money can buy. In order to maintain buying power, your investment returns must keep pace with inflation. This means that your money will be able to purchase the same basket of goods year after year, even though prices have increased. Generally, higher returns can only be achieved by accepting greater risk. Which of the following choices best reflects your attitude toward inflation and risk? a) My main goal is to avoid loss, even though I may not keep pace with inflation. b) My main goal is to keep pace with inflation. c) My main goal is to increase my account's value. Therefore, I am willing to accept short-term losses. d) My main goal is to maximize my account balance and I am willing to take on significantly higher levels of risk (with the potential for greater loss).		
6. In a year when the U.S. stock market declines by more than 35% due to a crisis in our financial system (similar to 2008), how would you feel and act during this period? a) I would be very worried and likely would transfer a substantial portion of my investments to more conservative investments. b) I would be uncomfortable and transfer some of my investments to more conservative investments. c) I would be very concerned, but would wait at least one year before making major adjustments to my investments. d) I would be concerned, but would continue to stick with my long-term-investment strategy and would not adjust my investments.		
7. Choose the amount of risk with which you are comfortable. a) I am not concerned with frequent and sometimes large market drops (i.e. significant investment losses). b) I can handle declines in my investments a few times each year. c) I am fine with middle-of-the-road returns because I would prefer not to see my investments decline too often. d) I am willing to accept lower returns in order to keep my investments stable. e) I am not comfortable with losses. I would rather earn lower returns than lose money.		

This questionnaire was designed to help you determine your investor type. You must first determine your time horizon score and risk aversion score. Answer the following questions and use the tables to determine the point value of each answer choice. Then, combine your time horizon and risk aversion scores to find the appropriate investor type.

8. Which statement best describes your investment philosophy?

SCORE

- a) I want a portfolio of investments that is designed to generate more consistent, but most likely lower returns year-to-year. I want a low level of risk, if possible.
- b) I don't mind periodic fluctuations in the value of my retirement account, but I would prefer to avoid investments that generate big losses over time.
- c) I would accept investments that frequently lose value in exchange for a chance to earn higher average returns over time.

9. Typically the reward for tolerating short-term losses is higher returns over the long-term. What is your main focus?

- a) Increasing returns b) Primarily increasing returns while also reducing risk (potential investment losses)
- c) Primarily reducing risk while also increasing returns d) Reducing risk (potential investment losses)

10. Imagine that you are a contestant on a game show. You are offered the choices listed below.

Which one would you choose?

- a) You can accept \$10,000 now.
- b) You can play a game where you have a 90% chance of winning \$20,000 and a 10% chance of winning nothing.
- c) You can play a game where you have a 50% chance of winning \$50,000 and a 50% chance of winning nothing.

TOTAL SCORE

Scoring

The table on the right shows the point value of each answer choice in the time horizon section. You need this table and the formula that appears under it. The points assigned to each question are as follows:

Question 1	a) 3	b) 2	c) 1	d) 0	
Question 2	a) 0	b) 1	c) 4	d) 7	e) 10
Question 3	a) 0	b) 1	c) 3	d) 5	e) 7
Time Horizon Score (sum of questions 1-3):					
Question 4	a) 14	b) 10	c) 5	d) 0	
Question 5	a) 0	b) 5	c) 10	d) 16	
Question 6	a) 0	b) 4	c) 9	d) 14	
Question 7	a) 16	b) 12	c) 8	d) 4	e) 0
Question 8	a) 0	b) 6	c) 13		
Question 9	a) 14	b) 10	c) 5	d) 0	
Question 10	a) 0	b) 7	c) 13		
Risk Aversion Score (sum of questions 4-10):					

Next, find the time horizon score on the horizontal axis and the risk aversion score on the vertical axis. The intersection of these two points is the recommended investor type.

Risk Aversion Score	Time Horizon Score				
	1-2	3-5	6-7	8-10	11+
0-9	Ultra Conservative Investor	Ultra Conservative Investor	Ultra Conservative Investor	Ultra Conservative Investor	Ultra Conservative Investor
10-20	Conservative Investor	Conservative Investor	Conservative Investor	Conservative Investor	Conservative Investor
21-33	Conservative Investor	Moderate Conservative Investor	Moderate Conservative Investor	Moderate Conservative Investor	Moderate Conservative Investor
34-49	Conservative Investor	Moderate Conservative Investor	Moderate Investor	Moderate Investor	Moderate Investor
50-65	Conservative Investor	Moderate Conservative Investor	Moderate Growth Investor	Moderate Growth Investor	Moderate Growth Investor
66-78	Conservative Investor	Moderate Conservative Investor	Moderate Growth Investor	Growth Investor	Growth Investor
79-90	Conservative Investor	Moderate Conservative Investor	Moderate Growth Investor	Growth Investor	Aggressive Investor
91-100	Conservative Investor	Moderate Conservative Investor	Moderate Growth Investor	Growth Investor	Ultra Aggressive Investor

Note: If you have a time horizon score of zero, even the conservative investor type may not be appropriate.

The Risk Tolerance Questionnaire is provided for educational purposes only. It is not intended to provide personalized investment advice. The Risk Tolerance Questionnaire presented is available through a license agreement between Morningstar Associates, LLC, a registered investment advisor and wholly owned subsidiary of Morningstar, Inc. Its sole purpose is to assist you in determining your general attitudes towards investment risk. This questionnaire does not consider all factors necessary in making an investment decision (e.g., personal and financial information and investment objective). In no way should this questionnaire be viewed as investment advice or establishing any kind of advisory relationship with Morningstar Associates. Morningstar Associates is not affiliated with the State of Connecticut Defined Contribution Plans, ING U.S., or their affiliates.

READY TO GET STARTED?

Once you know your investor type, it's easy to select a portfolio.

If you are already enrolled in the Plans:

Go to www.CTdcp.com and log into your account and follow these steps to elect a portfolio.

- If you are enrolled in more than one plan, select which plan you want to elect the model portfolio for.
- Select **Model Portfolio Election** in the **Account** menu at the top of the page.
- Select the desired **Portfolio**.
- Click **Continue**.
- You will then see the details of your selected model portfolio, including the allocation made to each fund contained within the model and the rebalance schedule.
- Click **Continue**.
- **Review and Accept** the conditions of the Asset Allocation Made Easier service.
- Click **Continue**.

It's important to note that when you select a Morningstar Model Portfolio, 100% of your existing account balance, and future contributions, will be invested in that model. You may stop or restart the service at any time at no additional cost.

Morningstar Associates will use the investment options available in the State of Connecticut's Defined Contribution Plans fund menu to create one set of fund-specific portfolios. They will review all of the portfolios on a quarterly basis, and make changes to the fund allocations within each portfolio as deemed necessary. Any time Morningstar Associates makes a change to a Morningstar Model Portfolio, you will receive a confirmation that includes the reallocation details.

Keeping your eyes on the road

It is recommended that you take the risk tolerance questionnaire on an annual basis, or when you have a life-changing event (ex. marriage).

www.CTdcp.com

Third-party administration provided by ING Life Insurance and Annuity Company (ILIAC), One Orange Way, Windsor, CT 06095-4774. Securities distributed by ING Financial Advisers, LLC (member SIPC) or other Broker-Dealers with which ING Financial Advisers, LLC has a selling agreement. These companies are members of the ING U.S. family of companies.

Registered Representatives and Investment Adviser Representatives are affiliated with ING Financial Partners, member SIPC.

FOR MORE INFORMATION

Visit the Plan website at www.CTdcp.com or call 800-784-6386 and speak with your local representative.

Asset Allocation, as well as diversification, is an investment methodology that does not ensure a profit or protect against a loss in a declining market.

ING U.S. is not affiliated with Morningstar, and receives no fee or other direct financial benefits from Morningstar in connection with the use of Asset Allocation Made Easier. Morningstar is not acting in an advisory capacity to individuals who select the Model Portfolios. ING U.S. does not have any discretion or control with respect to the selection of the Plans investment options or the allocation of the Plan account balances, and neither ING U.S. nor its affiliates, directors, officers or employees is a fiduciary within the meaning of the Employee Retirement Income Security Act, the Investment Advisers Act of 1940 or any other federal or state law with respect to Plan balances under Asset Allocation Made Easier. ING U.S. has no role in the design or approval of the "Risk Tolerance Questionnaire."

You should consider the investment objectives, risks, charges, and expenses of the investment options offered through a retirement plan carefully before investing. The fund prospectuses containing this and other information can be obtained by contacting your local representative. Please read the information carefully before investing.

EXHIBIT 4

Stable Value Option Monthly Net Cash Flow Combined Plans	
Period	Monthly Net Cash Flow
Jan-13	(7,534,607)
Feb-13	4,559,381
Mar-13	10,044,376
Apr-13	15,899,543
May-13	(589,247)
Jun-13	10,832,767
Jul-13	14,450,600
Aug-13	14,527,113
Sep-13	11,350,600
Oct-13	7,080,202
Nov-13	7,706,331
Dec-13	2,330,604
2013 Total	90,657,664
Jan-14	(3,880,484)
Feb-14	6,649,121
Mar-14	3,636,547
Apr-14	2,623,879
May-14	2,571,881
Jun-14	59,894
Jul-14	228,237
Aug-14	8,914,344
Sep-14	261,099
2014 Total	21,064,519

EXHIBIT 4(a)

Stable Value Option Monthly Net Cash Flow 457 Plan	
Period	Monthly Net Cash Flow
Jan-13	(5,282,526)
Feb-13	1,614,337
Mar-13	5,333,745
Apr-13	698,605
May-13	3,863,542
Jun-13	2,039,275
Jul-13	1,303,867
Aug-13	1,962,818
Sep-13	3,992,614
Oct-13	(2,305,450)
Nov-13	1,513,374
Dec-13	(807,136)
2013 Total	13,927,063
Jan-14	194,475
Feb-14	(12,759)
Mar-14	(2,266,748)
Apr-14	(2,652,902)
May-14	2,750,309
Jun-14	(650,202)
Jul-14	(3,313,552)
Aug-14	2,489,869
Sep-14	(903,612)
2014 Total	(4,365,121)

EXHIBIT 4(b)

Stable Value Option Monthly Net Cash Flow ARP	
<u>Period</u>	<u>Monthly Net Cash Flow</u>
Jan-13	(1,138,934)
Feb-13	2,692,044
Mar-13	4,050,818
Apr-13	13,100,953
May-13	(5,496,411)
Jun-13	6,590,320
Jul-13	10,083,412
Aug-13	9,488,855
Sep-13	7,050,592
Oct-13	6,865,366
Nov-13	5,042,397
Dec-13	1,225,997
2013 Total	59,555,409
Jan-14	(3,995,308)
Feb-14	5,119,453
Mar-14	4,933,147
Apr-14	6,098,831
May-14	424,053
Jun-14	1,269,280
Jul-14	3,095,194
Aug-14	4,636,065
Sep-14	390,976
2014 Total	21,971,691

EXHIBIT 4(c)

Stable Value Option Monthly Net Cash Flow 403(b) Plan	
Period	Monthly Net Cash Flow
Jan-13	(1,113,147)
Feb-13	253,000
Mar-13	659,813
Apr-13	2,099,985
May-13	1,043,622
Jun-13	2,203,173
Jul-13	3,063,321
Aug-13	3,075,440
Sep-13	307,394
Oct-13	2,520,285
Nov-13	1,150,560
Dec-13	1,911,744
2013 Total	17,175,191
Jan-14	(79,651)
Feb-14	1,542,427
Mar-14	970,148
Apr-14	(822,050)
May-14	(602,481)
Jun-14	(559,184)
Jul-14	446,594
Aug-14	1,788,410
Sep-14	773,735
2014 Total	3,457,948

EXHIBIT 5

Market to Book History	
Date	MV/BV Ratio
9/30/2014	102.56%
8/31/2014	103.53%
7/31/2014	102.77%
6/30/2014	103.35%
5/31/2014	103.48%
4/30/2014	102.60%
3/31/2014	102.08%
2/28/2014	102.56%
1/31/2014	102.29%
12/31/2013	101.11%
11/30/2013	101.97%
10/31/2013	102.55%
9/30/2013	101.87%
8/31/2013	101.10%
7/31/2013	101.97%
6/30/2013	102.02%
5/31/2013	104.22%
4/30/2013	106.38%
3/31/2013	105.65%
2/28/2013	105.87%
1/31/2013	105.71%
12/31/2012	106.48%
11/30/2012	106.78%
10/31/2012	106.76%
9/30/2012	106.94%
8/31/2012	106.77%
7/31/2012	106.99%
6/30/2012	105.89%
5/31/2012	105.94%
4/30/2012	105.87%
3/31/2012	105.20%
2/29/2012	105.94%
1/31/2012	105.96%

EXHIBIT 5

Market to Book History	
Date	MV/BV Ratio
11/30/2011	104.07%
10/31/2011	104.92%
9/30/2011	104.56%
8/31/2011	104.52%
7/31/2011	104.29%
6/30/2011	103.32%
5/31/2011	104.12%
4/30/2011	103.38%
3/31/2011	102.30%
2/28/2011	102.57%
1/31/2011	102.63%
12/31/2010	102.64%
9/30/2010	104.96%
6/30/2010	103.22%
3/31/2010	101.00%
12/31/2009	99.27%
9/30/2009	99.18%
6/30/2009	95.61%
3/31/2009	94.04%
12/31/2008	95.40%
9/30/2008	96.10%
6/30/2008	98.03%
3/31/2008	99.26%
12/31/2007	100.37%

EXHIBIT 6

Stable Value Fund Net Crediting Rate History	
Period	Participant Crediting Rate
3/1/2014 to 11/30/2014	2.70%
3/1/2013 to 2/28/2014	3.05%
2/1/2012 to 2/28/2013	3.15%
5/1/2011 to 1/31/2012	3.50%
10/1/2010 to 4/30/2011	3.71%
7/1/2010 to 9/30/2010	3.82%
7/1/2009 to 6/30/2010	3.52%
4/1/2009 to 6/30/2009	4.12%
7/1/2008 to 3/31/2009	5.02%
7/1/2007 to 6/30/2008	5.37%
7/6/2006 to 6/30/2007	5.27%

EXHIBIT 6

Stable Value Fund Asset Allocation as of September 30, 2014				
SECTOR	SA-903 Portfolio	SA-905 Portfolio	SA-906 Portfolio	SA-885 Portfolio
Mortgage Backed Securities	32.7%	18.9%	18.7%	31.6%
Corporate Securities	21.7%	10.9%	30.1%	27.2%
US Treasury / Short Term / Cash / Other	31.0%	59.0%	27.0%	14.4%
Government Related	0.0%	0.0%	0.0%	8.6%
Commercial Mortgage Backed Securities	6.6%	5.9%	10.4%	8.0%
Derivatives	0.0%	0.0%	0.0%	0.0%
Asset Backed Securities	8.0%	0.0%	3.9%	5.7%
Emerging Markets	0.0%	0.0%	5.4%	4.6%
Municipal Bonds	0.0%	4.6%	0.9%	0.0%
Private Placements	0.0%	0.7%	2.0%	0.0%
Bank Loans	0.0%	0.0%	1.6%	0.0%

SA-885 Core Plus Portfolio , Target Allocation—50% of fund (Managed by Voya)

SA-903, Intermediate Agg Portfolio, Target Allocation—25% of fund (Managed by Voya)

SA-905 Agg. Portfolio, Target Allocation—12.5% of fund (Managed by PIMCO)

SA-906 Agg. Portfolio), Target Allocation—12.5% of fund (Managed by Prudential)

EXHIBIT 6

Stable Value Fund Characteristics as of September 30, 2014				
Characteristics	SA-885	SA-903	SA-905	SA-906
Yield to Maturity	3.19%	2.18%	1.94%	2.91%
Effective Duration	5.18	4.03	4.39	5.65
Ave Life	8.52	6.10	5.67	7.51
Coupon	3.92%	3.16%	2.14%	3.74%

Stable Value Fund Quality Allocation as of September 30, 2014				
Quality Allocation	SA-885	SA-903	SA-905	SA-906
A1/P1	0.0%	0.0%	0.0%	0.0%
AAA	51.9%	78.2%	83.0%	59.0%
AA	2.1%	0.6%	7.0%	2.2%
A	9.4%	9.3%	5.0%	14.0%
BBB	24.5%	11.9%	4.0%	16.8%
<BBB	12.1%	0.0%	1.0%	8.0%
Not Rated	0.0%	0.0%	0.0%	0.0%


SA-885 Core Plus Portfolio, Target Allocation—50% of fund (Managed by Voya)

SA-903, Intermediate Agg Portfolio, Target Allocation—25% of fund (Managed by Voya)

SA-905 Agg. Portfolio, Target Allocation—12.5% of fund (Managed by PIMCO)

SA-906 Agg. Portfolio, Target Allocation—12.5% of fund (Managed by Prudential)

EXHIBIT 7

	<i>Information for vendors that exchange data with Core-CT</i>
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Inbound files to Core-CT

Transactions are sent in biweekly – due in on Friday payday *. The transactions are sent in XML format – see CT PYI470 File layout at: <http://www.core-ct.state.ct.us/hrint/>

Outbound files to the vendor

Deduction remittance files and reports are sent to the vendors biweekly – normally available no later than the Thursday before payday. The deduction remittance file is in XML format – see CTPY0I02 File Layout at: <http://www.core-ct.state.ct.us/hrint/>. The deduction remittance report is in PDF format.

File exchange protocols

There are currently two approved methods for exchanging files with the State’s CORE-CT system:

- 1) The carrier logs into the secure Core-CT Production Supplier Portal via https to download files. The URL is <https://corect.ct.gov:10400/psp/PSPRD/signon.html>
- 2) The carrier logs into the secure Core_CT Axway Server. The URL is <https://sfile.ct.gov/>. For those using an automated system please review this link:http://www.axway.com/sites/default/files/repository/axway_datasheet_securetransport_en.pdf

Testing requirements

At least one test cycle will be completed successfully prior to going live, employing one of the previously mentioned file transports.

The Core-CT Supplier Portal uses a non-standard port (10400 for Production, 15000 for Test) and that may require action by the carrier’s tech support area to accomplish this. Vendors must report in their response to this RFP whether they were able to successfully reach the portal sign on page at: <https://corect.ct.gov:10400/psp/PSPRD/signon.html> or have obtained Axway client software and successfully connected to: <https://sfile.ct.gov/>.

For testing purposes, the link to the test supplier portal is:

<https://corect.ct.gov:15000/psp/PSTPR/?cmd=login&languageCd=ENG&>

Additional information for all parties that exchange data with the State’s Core-CT system is available at: <http://www.core-ct.state.ct.us/hrint/>.

EXHIBIT 8

INTENT TO BID FORM

Please fill out the Intent to Bid Form and fax it to 860.702.3662 or email a PDF of the completed form to 860-702-3662 or e-mailed to osc.rfps@ct.gov. Note: This form must be received by 2:30PM on November 10, 2014, to be considered.

Attention: DC Plans RFP

Plan Sponsor Name: The STATE OF CONNECTICUT

Name : _____

Authorized Personnel: _____

Title: _____

This is to confirm that we have received the Request for Proposal for the State of Connecticut. We wish to advise you that we _____ **will** _____ **will not** submit a proposal to provide:

_____ TPA Services

_____ Stable Value Fund Management

_____ Managed Portfolios/Investment Advisor

We are not submitting a proposal because

Signature of this form presents your intent to bid.

Signature: _____

Email address: _____

Date: _____

EXHIBIT 9
Stable Value Fee Template

INSTRUCTIONS

Identify representative allocation to all applicable fund services and products.

Overall Stable Value Fund Management. SVIA-agreed-upon categories are as follows:



www.stablevalue.org

Reported Category	Detail
Investment Advisory	
Sub-advisory	Fixed income management
Sub-advisory	Collective fund management
Sub-advisory	Cash buffer
Sub-advisory	Insurance company separate account investment management
Operating	
Benefit responsive contracts	Wrap fees
Benefit responsive contracts	Insurance company separate account wrap fee
Net fixed rate products	Traditional GICs and other products with a fixed interest rate/maturity schedule
	SVIA recognizes that embedded fees are not known, so itemization is not possible
	Recommend include allocation % but no fee; and disclose rationale in a footnote (included in template)
Trust & Custody	Total fund
Trust & Custody	Sub-product

The goal is a best effort presentation of all material fees realized by the Stable Value Fund, with a consistent disclosure approach by all managers. Fees may exclude plan-level, trading, or sub-product charges that are not accessible to the reporting manager.

Complete Input section on right side of template

Column H	Select reported categories from drop-down menus
Column I	Write in detail description as above
Column J	Indicate representative fund allocation to service or product as a percent of total fund assets.
	Allocations do not need to total 100%.
Column K	Indicate actual or expected fee that applies to each service or product

The spreadsheet will calculate weighted fees for each item and will summarize the information in the output table.

Fee and performance reporting

Fee reporting	
Information can be presented in several ways: Electronically via spreadsheet or in a text document	
Gross/Net performance reporting	
It was agreed that returns described as "gross" should exclude overall Stable Value Fund management fees, but net of sub-advisory and operating fees. Net returns should include all operating and investment advisory fees. The output table calculates the fee deduction applicable to each.	

EXHIBIT 9
Stable Value Fee Template

Stable Value Fee Disclosure Template



www.stablevalue.org

OUTPUT

Stable Value Fund Fees			
<i>Investment Advisory</i>			<i>Operating</i>
	(bps)		(bps)
Overall Stable Value Fund Management	-		Benefit Responsive Contracts
Sub-advisory	-		Trust & Custody
	-		Net fixed rate products*
	-		
	-		
	-		
Total	-		Total
			-

Note: Fee information is a best effort presentation of all material fees realized by the Stable Value Fund. Fees may exclude plan-level, trading, or sub-product charges that are not accessible to the reporting manager. *Traditional GICs and other products with a fixed interest rate and maturity schedule. Since embedded fees are not known, fee disclosure is not possible. Fees are estimated to be in line with other industry products.

Performance Reporting:

Fees Deducted

"Gross" returns exclude Overall Stable Value Fund management fees, net of all other fees	0.0
"Net" returns are net of all Operating and Investment Advisory Fees	0.0

EXHIBIT 9
Stable Value Fee Template



www.stablevalue.org

INPUT	Drop-Down menu	Write-In description	Enter %	Enter fee
-------	----------------	----------------------	---------	-----------

Detail: Stable Value Fund Composition					
<i>Fee type</i>	<i>Reported category**</i>	<i>Detail</i>	<i>Allocation***</i>	<i>Fee(bps)</i>	<i>Weighted fee</i>
<i>Investment Advisory</i>	Overall Stable Value fund management		100%	10.0	10.0
	Sub-advisory	Fixed income management fe	20%	25.0	5.0
	Sub-advisory	Cash buffer	5%	3.0	0.2
	Sub-advisory	Insurance company separate	20%	10.0	2.0
	Sub-advisory	Collective fund management	10%	40.0	4.0
					-
<i>Operating</i>	Benefit Responsive Contracts	Wrap fees	50%	8.0	4.0
	Benefit Responsive Contracts	Insurance company separate	20%	8.0	1.6
	Net fixed rate products*		20%	0.0	-
	Trust & Custody	Total fund	100%	2.0	2.0
	Trust & Custody	Sub-product	20%	2.0	0.4

** as defined in OUTPUT section

***Allocation does not need to total 100%

Products such as collective fund and separate accounts may be detailed further to indicate Investment Advisory, Custody and Benefit Responsive fees.

OSC Standard Contract and Conditions

SECTION 1

This Agreement (“Agreement”) is made and entered into as of the _____ of _____, 2014 (“Effective Date”) by and between the State of Connecticut by and through the Office of the State Comptroller (“Comptroller”), and _____ (“Contractor”) under the authority of Conn. Gen. Stat. Sections 3-112.

SECTION 2

CONTRACT PERIOD AND DEFINITIONS

This Agreement shall begin effective (start date) and shall expire on (end date), and the duties of the Contractor as set forth in Section 4 of this Agreement shall be completed by the Contractor no later than (hereinafter “end date”).

Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

SECTION 3

NOTICE OF CHANGE AND TERMINATION

Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified or registered mail. All notices shall be effective if delivered personally, or by certified or registered mail, to the following addresses:

Comptroller: Office of the Comptroller
55 Elm Street
Hartford, CT 06106
Attention: Business Office

Contractor: _____

Any request for written notice under this Agreement shall be made in the manner set forth in this section. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

If for any reason, the Contractor shall fail to fulfill in a timely manner and proper manner its obligations under this Agreement, the Comptroller shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and the reason therefore specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In such event, all records and data prepared by the Contractor under this Agreement shall become available for audit. The Contractor shall not be relieved of liability to the Comptroller for damages sustained by the Comptroller by virtue of any breach of the Agreement by the Contractor, and the Comptroller may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages to the Comptroller is determined.

The Comptroller or the Contractor may terminate this Agreement for any time by giving at least 60 days notice in writing to the other party. If the agreement is terminated by the Comptroller as provided herein, all fees earned up to the date of termination pursuant to _____ shall accrue and be paid to the Contractor.

SECTION 4 SPECIFICATION OF SERVICES

(Insert Outline of Work)

SECTION 5 COST AND SCHEDULE OF PAYMENTS

The COMPTROLLER shall pay the CONTRACTOR a total sum not to exceed _____ for services performed under this AGREEMENT.

The Contractor shall be compensated for fees based upon work performed, documented, and accepted by the Comptroller.

The Contractor shall submit invoices on a periodic basis, not less often than monthly. Invoices shall, at a minimum, include the Contractor name, the Contract Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses by line item.

Invoices for deliverables shall include an identification of the deliverable; if printed material, a copy of the deliverable; and the date that the deliverable was provided to the Comptroller.

Invoices for services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation as evidence of the actual cost of such expenses.

Such expenses may include, but are not limited to: mileage @ 50.5 cents per mile; costs of travel including airfare and hotels, and office expenses such as, phone calls, copying, postage and package delivery incurred in connection with the service pertaining to this AGREEMENT. All expenses will be reimbursed at cost.

SECTION 6 OTHER CONDITIONS

A. Entire Agreement

This Agreement embodies the entire agreement between the Comptroller and the Contractor on 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 changes, amendments or modifications of any terms or conditions of the Agreement shall be valid unless reduced to writing and signed by both parties and where applicable approved by the Office of the Attorney General. The Contractor's proposal response was used as determinative in the request for proposal process that resulted in this Agreement.

B. Changes in Service

When changes in the services are required or requested by the Comptroller, Contractor shall promptly estimate their monetary effect and so notify the Comptroller. No change shall be implemented by Contractor unless it is approved by the Comptroller in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If the Comptroller determines that any change materially affects the cost or time of performance of this Agreement as a whole, Contractor and the Comptroller will mutually agree in writing to an equitable adjustment.

C. Independent Contractor

Contractor represents 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. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the Comptroller hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to the Comptroller, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

D. Laws and Regulations

The Agreement shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of this Agreement that it shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws.

The Contractor agrees that the sole and exclusive means for the presentation of any claims against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

The Contractor shall provide written notice to the State of any litigation that relates to the services directly or indirectly financed under this Agreement or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this Agreement, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the Agreement.

Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

E. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any Comptroller approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise the Comptroller promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Agreement. The Comptroller may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the Comptroller to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the Comptroller for any economic detriment caused the Comptroller by such subcontract arrangement.

Contractor shall, if requested to do so by the Comptroller, reassign from the Comptroller's account any employee or authorized representatives whom the Comptroller, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an

employee under this paragraph, the Comptroller shall give ten (10) days notice to Contractor of the Comptroller's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the Comptroller that the employee should not be reassigned; however, the Comptroller's decision in its sole discretion after such five (5) day period shall be final. Should the Comptroller still desire reassignment, then five days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the Comptroller's account.

F. Conflicts, Errors, Omissions, and Discrepancies

In the event of any conflict between the provision of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by Contractor to the Comptroller for clarification. The Comptroller shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions which are performed by Contractor prior to clarification by the Comptroller shall be at Contractor's risk.

G. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State of Connecticut, the Comptroller, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

H. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the Comptroller.

I. Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the Comptroller at all times, and Contractor shall furnish all information concerning the services.

The Comptroller or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records. The Comptroller will give the Contractor at least twenty-four (24) hours notice of such intended examination. At the Comptroller's request, the Contractor shall provide the Comptroller with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to the Comptroller's business under

this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the Comptroller and shall make them available for inspection and audit by the Comptroller.

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the Comptroller, in accordance with the provisions of Conn. Gen. Stat. Sec. 7-396a.

J. Insurance

The Contractor, at its sole expense, agrees to secure and keep in full force and effect at all times during the term of this Agreement as defined in Section 2 above, a one million dollar (\$1,000,000) liability insurance policy or policies provided by an insurance company or companies licensed to do business in the State of Connecticut. Said policy or policies shall cover all of the Contractor's activities under this Agreement and shall state that it is primary insurance in regard to the, State of Connecticut, the Comptroller, its officers and employees. The State of Connecticut shall be named as an additional insured.

In addition, the Contractor shall at its sole expense maintain in effect at all times during the performance of its obligations hereunder the following additional insurance coverages with limits not less than those set forth below with insurers and under forms of policies approved by the State Insurance Commissioner to do business in Connecticut:

<u>Coverage:</u>	<u>Minimum Amounts and Limits</u>
1. Workers' Compensation	Connecticut Statutory Requirements
2. Employer's Liability	To the extent included under Workers' Compensation Insurance Policy
3. Adequate comprehensive Vehicle Liability Insurance covering all vehicles owned or leased by Contractor and in the course of work under this Agreement:	
a. Bodily Injury Insurance meeting Connecticut statutory requirements;	
b. Property Damage Insurance meeting Connecticut statutory requirements;	

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

Contractor shall deliver Certificates of Insurance relating to all of the above referenced coverages to the Comptroller at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which

Certificate shall provide that no less than thirty (30) days advance notice will be given in writing to the Comptroller prior to cancellation, termination or alteration of said policies of insurance.

K. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the Comptroller or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

L. Promotion

Unless specifically authorized in writing by the Comptroller, the Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials or employees, the seal of the Comptroller, or the seal of the Comptroller:

1. In any advertising, publicity, promotion; nor
2. To express or imply any endorsement of the Contractor's products or services; nor

To use the names of the Comptroller, its officials or employees or the Comptroller seal or Comptroller's seal in any manner (whether or not similar to uses prohibited by subparagraphs 1 and 2 above), except as only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted by the Comptroller, provided however, the use of the Comptroller seal shall require specific and express permission from the Secretary of the Comptroller.

M. Confidentiality

All data provided to Contractor by the Comptroller or developed internally by Contractor with regard to the Comptroller will be treated as proprietary to the Comptroller and confidential unless the Comptroller agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the Comptroller or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other 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, Contractor will provide advance notice to the Comptroller of the need for the disclosure and will not disclose absent consent from the Comptroller.

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Conn. Gen. Stat. Section 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the Comptroller in Section 3 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the Comptroller in Section 3 of this Agreement.

O. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality of this Agreement, shall remain in full force and effect.

P. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of the contract. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of the contract as it may be amended will render the contract voidable at the option of the Comptroller upon notice to the Contractor. Contractor warrants that it will hold the Comptroller harmless from any liability which may be imposed upon the Comptroller as a result of any failure of the Contractor to be in compliance with this Act.

Q. Non-Discrimination and Executive Orders

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor.

This Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

Non-Discrimination -The Contractor agrees to the following provisions required pursuant to 4a-60a of the Connecticut General Statutes:

For the purposes of this section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capitol 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 member of a minority, as such term is defined in subsection (a) of Connecticut General Statutes 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. For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this section, "Public works contract" means any agreement between any individual,

firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action – equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Connecticut General Statutes sections 46a-68e and 46a-68f and with regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission and permit access to pertinent books, records and accounts, concerning the works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprise as subcontractors and suppliers of materials on employment practices and procedures of this Contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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, recruiting; 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.

The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Contractor shall include the provisions of subsection _____ of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless

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

The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.

Non-discrimination Regarding Sexual Orientation - Unless otherwise provided by Connecticut General Statutes, Section 46a-51p, the Contractor agrees to the following provisions required pursuant to Section 4a-60a of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding, and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of this section and Section 46a-56 of the Connecticut General Statutes.

The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on any 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 non compliance in accordance with Section 46a-56 of the Connecticut General Statutes 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.

S. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or

defenses of sovereign immunity which it may have with respect to all matters arising out of this Agreement.

T. Assignment

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

U. Severability

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

V. Headings

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

W. Third Parties

The Comptroller shall not be obligated or liable hereunder to any party other than the Contractor.

X. Non Waiver

In no event shall the making by the Comptroller of any payment to the Contractor constitute or be construed as a waiver by the Comptroller of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the Comptroller while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Comptroller in respect to such breach or default.

Y. Contractor Certification

The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of the Comptroller, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

Z. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Agreement as if the summary had been fully set forth in the Contract. (See Attachment A, attached hereto and incorporated by reference herein.)



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made



STATE OF CONNECTICUT

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

I am a

person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

Respondent Name: _____

INSTRUCTIONS:

CHECK ONE: Initial Certification. Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

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

Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

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

C. Certification requirements. No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification. *Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.*

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

Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

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

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or

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

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

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

This form is **MANDATORY** and must be completed, signed, and returned with the vendor’s bid.

**ACKNOWLEDGMENT OF CONTRACT COMPLIANCE
NOTIFICATION TO BIDDERS**

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*

Signature

Title

Date

On behalf of:

Vendor Name

Street Address

City State Zip

Federal Employee Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

(Revised 09/17/07)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

2) Description of Job Categories (as used in Part IV Bidder Employment Information)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

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

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I – Bidder Information

Company Name Street Address City, State & Zip Chief Executive	Bidder Federal Employer Identification Number _____ OR Social Security Number _____
Major Business Activity (Brief Description)	Bidder Identification (Response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority enterprise. Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaska Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	-Bidder is certified as above by the State of CT? Yes ___ No ___ DAS Certification Number _____
Other Locations in CT (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

<p>1. Will the work of this contract include subcontractors or suppliers? Yes _____ No _____</p> <p>1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business Enterprise. (Defined on page 1; use additional sheets if necessary.)</p> <p>1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes _____ No _____</p>
--

PART IV – Bidder Employment Information

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/ Engineering											
Office & Admin. Support											
Bldg/Grounds Cleaning/Maint.											
Construction & Extraction											
Installation, Maint. & Repair											
Material Moving Workers											
Production Operations											
TOTALS OF ABOVE											
Total One Year Ago											

FORMAL ON THE JOB TRAINEES (ENTRE FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)

Apprentices											
Trainees											

***NOTE:** Job Categories can be changed or added to (EX. Sales can be added or replace a category not used in your company).

PART V – Bidder Hiring and Recruitment Practices

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

CERTIFICATION (Read this form and check your statements on it CAREFULLY before signing).

I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the Connecticut General Statutes.

Signature	Title	Date Signed	Telephone
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STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____, _____, of _____,
 Authorized Signatory Title Name of Entity
 an entity duly formed and existing under the laws of _____,
 Name of State or Commonwealth
 certify that the following is a true and correct copy of a resolution adopted on the ____ day of _____, 20____ by the governing body of _____,
 Name of Entity
 in accordance with all of its documents of governance and management and the laws of _____, and further certify that such resolution has not been modified
 Name of State or Commonwealth
 or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
 Name of Entity
 nondiscrimination agreements and warranties of Connecticut General Statutes
 §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this ____ day of _____, 20____.

 Authorized Signatory

 Date

 Printed Name

**STATE OF CONNECTICUT STATE ELECTIONS
ENFORCEMENT COMMISSION**

20 Trinity Street Hartford, Connecticut 06106—1628

SEEC FORM 10

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

Receipt acknowledged: _____
(signature) (date)

Print name: _____ Title: _____

Company Name: _____

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

Definitions:

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

Guide to the Code of Ethics
For Current or Potential
State Contractors
2010

Guide for Current or Potential State Contractors

INTRODUCTION

The Connecticut Office of State Ethics (OSE) is an independent regulatory agency for the state of Connecticut, charged with administering and enforcing the Connecticut Codes of Ethics, located in the Connecticut General Statutes, Chapter 10.

The Ethics Codes under the OSE's jurisdiction are comprised of:

- The Code of Ethics for Public Officials (Part I);
- The Code of Ethics for Lobbyists (Part II); and
- Limited jurisdiction over Ethical Considerations Concerning Bidding and State Contracts (Part IV).

This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. Please review the Advisory Opinions and Declaratory Rulings on our website or contact the Legal Division of the OSE with any questions regarding interpretation of the law.

For more information on the subjects discussed in this guide, call, write or visit:

Connecticut Office of State Ethics
18-20 Trinity Street
Suite 205
Hartford, CT 06106
860/263-2400
www.ct.gov/ethics

Citizen's Ethics Advisory Board:

G. Kenneth Bernhard, Chairperson (through September 2011)
Thomas H. Dooley, Vice Chairperson (through September 2012)
Ernest Abate (through September 2011)
Kathleen F. Bornhorst (through September 2012)
Rebecca M. Doty (through September 2011)
General David Gay, (ret.) (through September 2013)
Dennis Riley (through September 2013)
Winthrop Smith, Jr. (through September 2013)
Shawn T. Wooden (through September 2013)

Guide for Current or Potential State Contractors

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Guide for Current or Potential State Contractors

THE OFFICE OF STATE ETHICS (OSE)

The Connecticut Office of State Ethics (OSE) was officially created on July 1, 2005, by Public Act 05-183. The governing body of the OSE is the Citizen's Ethics Advisory Board (CEAB), nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public and that are often covered by CT-N. A schedule of CEAB meeting dates, times and locations is available on the OSE's Web site, www.ct.gov/ethics.

The OSE is an independent watchdog agency for the state of Connecticut that administers Connecticut General Statutes, Chapter 10, Parts I and II, with limited jurisdiction over Part IV.

Simply put, the OSE educates all those covered by the law (the "regulated community"); provides information to the public; interprets and applies the codes of ethics; and investigates potential violations, and otherwise enforces the codes.

The OSE is made up of the following components:

- Citizen's Ethics Advisory Board
- Executive Director
- Legal Division
- Enforcement Division

THE BIG PICTURE

All state officials and employees (except judges) are covered by Part I of the Code of Ethics for Public Officials (henceforth, Part I, or the Code). It is important to remember that certain provisions of the Code also apply to public officials and state employees after they leave state service.

As you read through this guide, be aware that these laws were enacted to prevent individuals from using their public position or authority for personal, financial benefit.

Each state agency also has its own ethics policy, which in many cases may be more restrictive than what follows. Be sure to obtain a copy of the agency's policy before you attempt to provide any benefit to an agency official or employee.

Guide for Current or Potential State Contractors

GIVING BENEFITS TO STATE PERSONNEL

Gifts

As a current or potential state contractor, you are presumably doing business with or seeking to do business with a state agency, and are therefore considered to be a **restricted donor**. In general, public officials, state employees and candidates for public office may not accept gifts from restricted donors.

Restricted Donors

Restricted donors include:

- Registered lobbyists (a list is available on the OSE's Web site) or a lobbyist's representative;
- Individuals or groups doing business with a state department or agency;
- Individuals or groups seeking to do business with a state department or agency;
- Individuals or groups engaged in activities regulated by a state department or agency; or
- Contractors pre-qualified by the Connecticut Department of Administrative Services (Conn. Gen. Stat. § 4a-100).

A **gift** is defined as anything of value that is directly and personally received by a public official or state employee (or sometimes family members of those two categories) *unless* consideration of equal or greater value is provided. Conn. Gen. Stat. § 1-79 (e).

Gift Exceptions

There are, however, certain exceptions to this definition of gift. Not all exceptions are covered below; see Conn. Gen. Stat. § 1-79 (e) (1) – (17) for the complete list.

- *Token Items* – Restricted donors such as current or potential state contractors may provide any item of value that is not more than \$10 (such as a pen, mug, or inexpensive baseball cap) to a public official or state employee, provided that the annual aggregate of such items from a single source is \$50 or less. Conn. Gen. Stat. § 1-79 (e) (16).
- *Food and Beverage* – Restricted donors may also provide less than \$50 worth of food and beverage in a calendar year to a public official or state employee, provided that the restricted donor or his/her representative is in attendance when the food and/or beverage is being consumed. Conn. Gen. Stat. § 1-79 (e) (9).
- *Training* – Vendors may provide public officials and state employees with training for a product purchased by a state or quasi-public agency provided such training is offered to all customers of that vendor. Conn. Gen. Stat. § 1-79 (e) (17).

Guide for Current or Potential State Contractors

- *Gifts to the State* – Restricted donors may provide what are typically referred to as “gifts to the state.” These gifts are goods and services provided to a state agency or quasi-public agency for use on state or quasi-public agency property or that support an event, and which facilitate state or quasi-public action or functions. Conn. Gen. Stat. § 1-79 (e) (5).
- *Other Exceptions* – There are a total of 17 separate gift exceptions in the Code. Also exempt from the definition of gift are items such as informational materials germane to state action, ceremonial plaques or awards costing less than \$100, or promotional items, rebates or discounts also available to the general public. See Conn. Gen. Stat. § 1-79 (e) (1) – (17).

Note: The popularly-cited exception for major life events does not apply to those who are regulated by, doing business with or seeking to do business with a state agency. The only restricted donor that can make use of this very narrow exception is a registered lobbyist.

Gift Provisions

Example: You are in the process of submitting a contracting bid to a state agency. You provide the agency head with a gift certificate for \$45 to a popular West Hartford eatery for her to use on her own. You have not previously given anything of value to this individual. Even though you are under the permissible \$49.99 food and beverage limit, this gift is not allowed because you or your representative will not be in attendance while the food and beverage is being consumed.

Reporting Requirements

Should you or your representative give something of \$10 or more in value to a public official or state employee, you must, within **10 days**, give the gift recipient and the head of that individual’s department or agency a written report stating:

- Name of the donor;
- Description of item(s) given;
- Value of such item(s); and
- Total cumulative value of all items to date given to that recipient during the calendar year.

This helps both you and the state employee keep track of the gift exceptions noted above, so that permissible limits are not exceeded. Conn. Gen. Stat. § 1-84 (o). A courtesy form is available for this notification on the OSE’s Web site, in the “Forms” section.

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Necessary Expenses

You may provide necessary expenses to a public official or state employee *only* if the official or employee, in his/her official capacity, is actively participating in an event by giving a speech or presentation, running a workshop, or having some other active involvement.

Necessary expenses are limited to:

- Travel (coach or economy class);
- Lodging (standard cost of room for the nights before, of, and immediately following the event);
- Meals; and
- Related conference expenses.

Conn. Gen. Stat. § 1-79 (9).

Entertainment costs (tickets to sporting events, golf outings, night clubs, etc.) are *not* necessary expenses. Necessary expense payments also *do not* include payment of expenses for family members or other guests.

Fees/Honorariums

Public officials and state employees may *not* accept fees or honorariums for an article, appearance, speech or participation at an event in their official capacity.

Fees or honorariums for such activities, if offered based solely on expertise and without any regard to official capacity, may be acceptable. Contact the OSE before offering such payment to an official or employee. Conn. Gen. Stat. § 1-84 (k).

Necessary Expenses, Fees and Honorariums

Example: You invite a state employee to travel to New York City to give a speech to your managers on issues surrounding contracting with a state agency. You provide Amtrak fare for the employee as well as his spouse, who will spend the day in the city. The evening of the speech, you will treat the employee and his spouse with complimentary tickets to a Broadway show in lieu of a speaking fee. You may provide coach class travel expenses only to the state employee who is actively participating in an event. In this case, you may only provide Amtrak fare for the employee giving the speech, not his spouse. Entertainment costs, such as tickets to a show, are not considered necessary expenses and may not be provided. Additionally, state employees may not accept fees or honorariums for a speech given in their official capacity.

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HIRING STATE PERSONNEL

Post-state Employment (Revolving Door)

If you are considering hiring a *former* state employee, you should be aware of the Code's post-state employment, or revolving door, provisions.

Lifetime Bans

- Former state employees may **never** disclose any confidential information they learned during the course of their state service for anyone's financial gain. Conn. Gen. Stat. § 1-84a.
- A former state official or employee may **never** represent anyone other than the state regarding a particular matter in which he or she was personally or substantially involved while in state service and in which the state has a substantial interest. This prevents side switching. Conn. Gen. Stat. § 1-84b (a).

One-year Bans

- If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for a period of **one year** after leaving state service. Conn. Gen. Stat. § 1-84b (b). (See Advisory Opinion 2003-3, which provides a limited exception to this provision if the employee is providing purely technical expertise to help implement a previously-awarded contract. This exception applies to extremely limited circumstances; contact the OSE for guidance.)
- You are prohibited from hiring a former state official or employee for a period of **one year** after he or she leaves state service if that individual was substantially involved in, or supervised, the negotiation or award of a contract (that you or your business was a party to) valued at \$50,000 or more, and the contract was signed within his or her last year of state service. Conn. Gen. Stat. § 1-84b (f).
- Employees who held certain specifically-designated positions (with significant decision-making or supervisory responsibility) at certain state regulatory agencies are prohibited from seeking or accepting employment with any business subject to regulation by the individual's agency within **one year** of leaving the agency. Likewise, such businesses may not hire those employees. Note that there is an exception for *ex-officio* board or commission members. Conn. Gen. Stat. § 1-84b (c).

Post-state Employment

Example: You run a hospital regulated by the Office of Health Care Access (OHCA). You would like to offer a job to the former Commissioner of OHCA, who has been out of state service for 5 months. Because the hospital is regulated by a state agency whose Commissioner is specifically designated in 1-84b (c), the former head of such agency would not be permitted to accept employment with you for one full year after leaving state service. See Advisory Opinion 2003-19.

Guide for Current or Potential State Contractors

Outside Employment for Current Public Officials and State Employees

If you are considering hiring a *current* state employee, especially from a state agency with which you do business or by which you are regulated, you should be aware of the following rules regarding the employment of current state employees.

- A current state employee may not accept outside employment that impairs his or her independence of judgment regarding his or her state duties, or that encourages him or her to disclose confidential information learned in his or her state job. Conn. Gen. Stat. § 1-84 (b).
- A current state employee may not use his or her state position for his or her own financial gain or the gain of his or her family (spouse, child, child's spouse, parent, brother or sister) or an associated business, however inadvertent that use may be. Conn. Gen. Stat. § 1-84 (c).

Other Considerations

Business entities engaged in Indian gaming activities in the state should be aware of specific provisions that apply to present or former Gaming Policy Board or Division of Special Revenue public officials or employees. See Conn. Gen. Stat. §§ 1-84b (d) and (e).

Outside Employment

Example: Your small business occasionally receives grants or contracts from Agency X. You know that a particular contract manager with Agency X has the skills you need to help you grow your business. This employee has expressed interest in earning a little extra money for himself, while helping you with your business in the evenings and on weekends. It would constitute an impermissible impairment of judgment for the employee of Agency X, who has contract management responsibilities, to accept outside employment with your business – a business that receives grants or contracts from Agency X.

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OTHER PROVISIONS

Prohibited Activities for Consultants or Independent Contractors

If you are hired by the state as a consultant or independent contractor, you are prohibited from the following:

- Using your authority under the contract or any confidential information acquired during the course of the contract for your financial gain or the financial gain of your immediate family;
- Accepting another state contract that would impair your independence of judgment or your performance in your existing state contract; and
- Accepting anything of value based on the understanding that your actions on behalf of the state would be influenced.

Conn. Gen. Stat. § 1-86e (1) – (3); see also Conn. Gen. Stat. § 1-101nn.

Gift and/or Campaign Contribution Certifications

Contractors seeking large state contracts must provide certifications regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. Copies of these certifications and other updated information regarding state contractors can be found on the Web sites of the Department of Administrative Services (www.das.state.ct.us) and the Office of Policy and Management (www.opm.state.ct.us).

Investment Services and the Office of the Treasurer

If you or your business provides investment services, as defined in the Code, and you make a political contribution to the State Treasurer's campaign, you may be prohibited from contracting with the Office of the Treasurer. See Conn. Gen. Stat. § 1-84 (n).

Registering as a Lobbyist

If you or your business spends or receives over \$2,000 in a calendar year for activities that constitute lobbying under Part II of the Code of Ethics (whether to affect legislation or the actions of an administrative state agency), you/your business may have to register as a lobbyist with the Office of State Ethics. Lobbyist registration information is available at www.ct.gov/ethics.

Contribution Ban for Communicator Lobbyists (Conn. Gen. Stat. § 9-610 (g) and (h).)

Registered communicator lobbyists, their affiliated political action committees (PACs), as well as members of their immediate families are banned from soliciting or donating political campaign contributions. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

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Sessional Contribution Ban for Client Lobbyists (Conn. Gen. Stat. § 9-610 (e).)

Registered lobbyists and their affiliated political action committees (PACs) are banned from soliciting or donating political campaign contributions. Specifically, there is a temporary ban while the General Assembly is in session that applies to all registered client lobbyists and their affiliated PACs. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

Public Act 05-287

Public Act 05-287 prohibits anyone who is a party (or seeking to become a party) to a large state construction, procurement, or consultant services contract over \$500,000 from:

- Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage;
- Intentionally or recklessly charging a state agency for work not performed or goods or services not provided;
- Falsifying invoices or bills; or
- Intentionally violating or circumventing state competitive bidding and ethics laws.

This Act also requires any prospective state contractor to affirm in writing that he or she has received a summary of the state's ethics laws and that his or her key employees have read and understood the summary and agree to comply with the applicable provisions. Conn. Gen. Stat. § 1-101qq.

An affirmation form is available through the Connecticut Office of Policy and Management.

Executive Orders

Executive Order 3

Under this Order, the Department of Administrative Services established and maintains on its Web site the State Contracting Portal for purposes of posting all contracting opportunities with state agencies and providing information on contracting processes and procedures.

Executive Order 7C

This Order covers the State Contracting Standards Board, established to conduct a comprehensive review of existing procurement and contracting laws and prepare a uniform code to govern all aspects of procurement and contracting.

The full text of these Executive Orders can be found on the Governor's Web site, www.ct.gov/governorrell/site/default.asp.

Guide for Current or Potential State Contractors

FOR MORE INFORMATION

This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. For more information regarding the Code of Ethics as it pertains to current or potential state contractors, please contact the Legal Division of the Office of State Ethics, Monday – Friday, 8:30 a.m. to 5:00 p.m.

Office of State Ethics
18-20 Trinity Street
Hartford, CT 06106-1660
T: 860/263-2400
F: 860/263-2402
www.ct.gov/ethics

Specific Contacts:

Questions or advice regarding the Ethics Codes: Ethics.Code@ct.gov
Lobbyist filing/reporting questions: lobbyist.OSE@ct.gov
Public official filing/reporting questions: SFI.OSE@ct.gov
Enforcement questions: Ethics.Enforcement@ct.gov
All other inquiries: ose@ct.gov

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