



STATE OF CONNECTICUT

Request for Proposals for Services Representation of Office of the State Comptroller

The State of Connecticut, Office of the State Comptroller, is seeking a proposer to provide proposals to provide certain legal services involving representation of the Office of the State Comptroller in establishing the Homecare Option Program for the Elderly pursuant to Public Act 07-130. PROPOSALS ARE DUE BY: October 17, 2007.

This RFP is available online at www.osc.state.ct.us, Office of the State Comptroller under the heading "Requests for Proposals." Deadline for submission of proposals is **4:30 P.M.**, local time, October 17, 2007.

Nancy Wyman, State Comptroller

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REQUEST FOR PROPOSALS (RFP)
BY
THE STATE OF CONNECTICUT
Office of the State Comptroller

The State of Connecticut, Office of the State Comptroller is seeking a proposer to provide certain legal services with respect to guidance in creating the structure for the Homecare Option Program for the Elderly Fund (HOPE) in order that it qualifies as exempt from regulation by the Securities and Exchange Commission.

SCOPE OF SERVICES

The State Comptroller, Nancy Wyman, pursuant to Public Act 07-130 (attached hereto and incorporated herein), invites proposals from appropriately qualified law firms to provide legal counsel to the State of Connecticut, Office of the State Comptroller, in establishing the structure of the Homecare Option Program for the Elderly with respect to the type of investments and the manner of investment in order to insure that the program is not considered an investment company within the regulations promulgated by the Securities and Exchange Commission and not subject to regulation by the same. It is anticipated that a third-party administrator will handle the investment of money deposited in a HOPE Fund account.

Proposals must be received by the Office of the State Comptroller by 4:30 p.m., local time, on October 17, 2007. The Office of the State Comptroller may invite some law firms to attend an interview shortly thereafter.

An evaluation committee will evaluate the proposals in accordance with the selection criteria set forth in this RFP, which explains other terms and requirements. The selected law firm must enter into a contract with the Office of the State Comptroller, substantially in the form of the draft contract set out in Appendix A. The State Comptroller encourages minority, women-owned and disadvantaged businesses to apply.

All communication with the Office of the State Comptroller must be undertaken only as specified in this RFP.

Selection Criteria

The evaluation committee will evaluate firms on the basis of their written responses to this RFP, additional written information requested by the Office of the State Comptroller and, possibly, oral interviews. The goal of the evaluation will be to select the firm which provides the best combination of qualifications and costs, and provides reasonable rates and demonstrated efficiency in providing counsel. The evaluation committee will also consider the following non-exclusive factors in making that determination:

- Depth and quality of experience in advising clients on matters that involve the Securities and Exchange Commission.
- Depth and quality of experience in advising clients with respect to the structure and scope of investment funds or programs that would not be subject to regulation by the Securities and Exchange Commission.
- Depth and quality of experience in advising clients on matters involving tax exempt investment funds
- Depth and quality of experience in advising clients in matters in a cost-effective manner.
- Qualifications of personnel, including the experience and availability of the lead attorney(s) and the breadth and depth of experience of other partners, associates and other professionals available to provide the requested services to the State.
- Demonstrated ability to work closely and cooperatively with clients in meetings and negotiation sessions.
- Reasonableness of rates proposed, and demonstrated efficiency in providing sound advice and counsel without unnecessary or excessive charges.
- Equal employment opportunity record as evidenced by the composition of firm personnel and the firm's affirmative action and equal employment opportunity policies and practices.
- Record of compliance with all applicable ethical rules and rules of professional conduct.
- The proposing firm will not be considered to have an irreconcilable conflict of interest because the firm or attorneys associated with the firm have in the past brought or are currently bringing litigation against the State of Connecticut, whether in court, mediation or arbitration, so long as that litigation does not concern the firm's involvement in matters related to and adverse to the Office of the State Comptroller, or related to any of the described issues. All

potential conflicts with the State of Connecticut must be fully described and discussed in the proposal.

Instructions to Law Firms

Proposal Schedule

Release of RFP: October 1, 2007
Proposals due: October 17, 2007

- I. From the date the Office of the State Comptroller issues this RFP until the date that it awards the Contract to the successful proposer, interested parties should not contact any employee of the State of Connecticut for additional information concerning this RFP, except in writing directed only to General Counsel, Karen Buffkin, at Office of the State Comptroller, 55 Elm Street, Hartford, CT 06106, or via email at Karen.Buffkin@po.state.ct.us. Interested parties should submit questions no later than October 9, 2007. Late questions may not receive answers. The Office of the State Comptroller will answer questions only in the form of one or more addenda to this RFP, and post them on its website, www.osc.state.ct.us under **Requests for Proposals**. Proposers have the responsibility to review that location for any addenda to this RFP.

For technical questions only, concerning issues or problems with access to or downloading of this RFP and associated information from the website, proposers may contact Sarah.Ormerod by e-mail at Sarah.Ormerod@po.state.ct.us.

II. Sealed Proposals

Proposers must submit an original and four copies of their proposals in a SEALED envelope or carton, clearly marked with RFP HOPE, the date it is due, and the name and address of the law firm. Proposers may mail their proposal or deliver it in person to the address below, arriving no later than **October 17, 2007 at 4:30 p.m. local time**. Proposals will not be publicly opened on the due date. Proposals received after that time will not be accepted and will be sent back unopened. Postmark dates will not be considered as the basis for meeting any submission deadline. All proposals and other communications with the State regarding this RFP must be submitted in writing in sealed envelopes or cartons which clearly identify this RFP. Any material received that does not conform to this provision will be opened as general mail, which may not ensure the proposer's intent or that the materials arrive timely.

State of Connecticut
Office of the State Comptroller

Attn: General Counsel Karen Buffkin
RFP HOPE
55 Elm Street
Hartford, CT 06106

III. Submission of Proposals

- A. To be considered, all submissions must include all of the following:
1. Responses to the questions asked;
 2. All information and completed forms attached to this RFP;
 3. A CD-ROM containing the entire proposal and affording the user the capability of searching its contents;
 4. A statement affirming specifically all of the representations and warranties set forth in Special Terms and Conditions numbers 12 (Independent Price Determinations) and 13 (Offer of Gratuities), below; and
 5. The following completed forms. These forms are redundant in certain areas, but since each form satisfies a solicitation/contracting requirement of the State, the redundancy cannot be avoided at this time:
 - a. Agency Vendor Form (SP-26NB) , attached as Appendix B;
 - b. W-9 Form, available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>;
 - c. CHRO Employment Information Form, attached as Appendix C;
 - d. Comptroller Ethics Form – Gift and Campaign Contribution Certification, Attached as Appendix D.
 6. Comptroller Form – Consulting Agreement Affidavit, attached as Appendix E. Selected law firms must also submit an updated Form 5 together with their delivery of the executed Contract, which Form 5 must be dated contemporaneously with the date that the law firm executes the Contract.
- B. Concise answers are encouraged. Responses should be prepared on 8 ½ x 11 inch paper using at least 12 point type with standard margins.
- C. The submission of proposals shall constitute, without any further act required of the proposers or the State Comptroller, acceptance of the requirements, administrative stipulations and all of the terms and conditions of this RFP. Proposals must reflect compliance with such requirements. Failure of the proposal to so comply may result in the State Comptroller’s rejection of the proposal. The State Comptroller will reject any proposal that deviates materially from the specifications, terms or conditions of this RFP. Proposers submitting proposals with any minor or immaterial deviations must identify and fully justify such deviations in order for the State Comptroller to consider their proposal.
- D. No additions or changes to any proposal will be allowed after the proposal due date, unless the State Comptroller specifically requests such

modification. The State Comptroller may, at his option, seek proposer retraction and/or clarification of any discrepancy or contradiction found during the review of proposals.

E. Information Required in the Proposal

1. Name the primary individuals who would work with the State, and explain their experience, relevant background and anticipated duties. Include brief resumes for each attorney. The members of the proposed team are to be the only people from the proposer's firm who will work on these matters, unless the State Comptroller subsequently gives written approval for other named individuals to work on the matters.
2. Explain the firm's qualifications in light of the stated Selection Criteria detailed above.
3. Disclose any past or present assignments, relationships or other employment that your firm or any employee of your firm has or has had that may create a conflict of interest or the appearance of a conflict of interest in serving as counsel for the State in this matter.
4. If you find any term or provision of the proposed draft contract in Appendix A unacceptable, identify the term, explain why it is unacceptable, and state whether failure to modify this term would result in your firm's failure to execute a contract in this matter.
5. Discuss any pending complaints or investigations, or any made or concluded within the past five years, to or by any regulatory body or court regarding the conduct of your firm or its predecessors, or any of its present or former members, employees and associates.
6. Include a detailed and specific fee proposal. You must include a fee proposal with specific hourly rates for each category of person who will work on the assignment (excluding clerical staff, whose time may not be billed).
7. Provide names and contact information of three client references for whom you have performed services reasonably comparable to those sought in this RFP.

Special Terms and Conditions

1. Conformity and Completeness of Proposals

To be considered acceptable, proposals must be complete and conform to all

material RFP instructions and conditions. The State Comptroller's Office, in its sole discretion, may reject in whole or in part any proposal if in its judgment the best interests of the State will be served.

2. Stability of Proposed Fees

Any fee proposals must be valid for the entire duration of the Contract. The total cost of this contract should not exceed \$80,000.00, and the duration of the contract will not exceed one year. If any proposer feels that a different maximum amount is appropriate, it should so state, with full explanation, in its proposal.

3. Amendment or Cancellation of this RFP

The State Comptroller's Office reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

4. Law Firm Presentation of Supporting Evidence

Law firms must be prepared to provide evidence of experience, performance, ability, financial resources or other items as the State Comptroller's Office deems to be necessary or appropriate concerning the performance capabilities represented in their proposals.

5. Law firm Misrepresentation or Default

The State Comptroller's Office may reject the proposal and void any award resulting from this RFP to a law firm which makes any material misrepresentation in its proposal or other submittal in connection with this RFP.

6. Errors

The State Comptroller's Office reserves the right to correct clerical or administrative errors that may be made during the evaluation of proposals or during the negotiation of the contract and to change the Contract award accordingly. In addition, the State Comptroller's Office reserves the right to re-evaluate proposals and the award of the Contract in light of information either not previously known or otherwise not properly having been taken into account prior to Contract award. In any case, this may include, in extreme circumstances, revoking the awarding of the Contract already made to a law firm and subsequently awarding the Contract to another law firm.

Such action on the part of the State Comptroller's Office shall not constitute a breach of contract on the part of the State Comptroller's Office since the Contract with the initial law firm would be deemed void and of no effect as if no contract ever existed between the State Comptroller's Office and such law firm.

The State Comptroller's Office may waive minor irregularities found in proposals or allow the proposer to correct them, depending on which is in the best interest of the

state. "Minor irregularities" means typographical errors, informalities that are matters of form rather than substance and evident from the proposal itself, and insignificant mistakes that can be waived or corrected without prejudice to other proposers.

7. Ownership of Proposals

All proposals shall become the sole property of the State and will not be returned.

8. Validation of Proposals

The proposal must be signed by an authorized official and shall be a binding commitment which the State Comptroller's Office may incorporate, in whole or in part, by reference or otherwise, into the Contract. The proposal must also include evidence that the person submitting the proposal has the requisite power and authority to submit and deliver the proposal and subsequently to enter into, execute and deliver and perform on behalf of the law firm the Contract.

9. Execution of Contract and Related Requirements

(a) This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. Once the evaluation of the proposals is complete and a law firm is selected, the selected proposal and this RFP may then serve as the basis for the Contract that will be negotiated and executed between the State Comptroller's Office and the selected law firm. If the State Comptroller's Office and the initial selected law firm fail to reach agreement on all issues relative to the Contract within a time determined solely by the State Comptroller, then the State Comptroller's Office may commence and conclude contract negotiations with other proposers. The State Comptroller's Office may decide at any time to start this RFP process again.

(b) Conn. Gen. Stat. § 4-252 requires that this RFP include a notice of the certification requirements described in this statute. Accordingly, pursuant to this statute, firms are notified as follows:

(1) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section 10(b) shall have the meanings set forth in this statute.

(2) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section 10(b). Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(3) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(A) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (i) such person, firm, corporation, (ii) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (iii) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (I) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, 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;

(B) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(C) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(4) Any bidder or proposer that does not make the certifications required under section 10(b)(3) shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(5) The “planning date” for purposes of the Contract is November 9, 2007. The Office of Policy and Management has provided a Gift and Campaign Contribution Certification (OSC Ethics Form) to satisfy the requirements of this statute. The law firm must execute the Contract and OSC Ethics Form, attached as Appendix D, contemporaneously and must deliver them together to the State Comptroller’s Office.

(c) Section 4a-81 of the Connecticut General Statutes requires that this RFP include a notice of the consulting affidavit requirements described in the statute. Accordingly, pursuant to the statute, vendors are notified as follows:

(1) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (2) of this section.

(2) The chief official of the vendor awarded a contract described in section 10(c)(1)

or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (i) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (ii) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (iii) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted.

(3) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement.

(4) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated.

(5) An OSC Form to satisfy the requirements of this statute has been provided. Accordingly, the law firm must deliver this Form, attached as Appendix E, together with its proposal and then deliver an updated Form dated the date that the law firm executes the Contract. Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

(6) If a vendor refuses to submit the affidavit required under section 10(c)(2), then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

(7) This section 10(c) is set forth here only for purposes of providing notice of the requirements of the Act. Accordingly, it is neither intended nor should it be interpreted nor relied upon to be a complete and full reiteration of the Act's contents. Any interpretation or understanding of the Act's requirements or content by any party must come only from reading the full text of the Act itself.

(d) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), contractors executing state contracts with a value to the State of \$50,000 or more in a calendar or fiscal year shall execute a **Gift and Campaign Contribution Certification (OSC Form)** contemporaneously with the contract certifying that during the two years preceding the execution of the contract neither the contract signatory nor any principals nor key personnel of the contractor who participated directly , extensively

and substantially in the preparation of the proposal or in the negotiation of the contract gave a contribution to candidates for statewide public office or the General Assembly. The law firm must execute the Contract and this Form, attached as Appendix D, contemporaneously and must deliver them together to the State Comptroller's Office.

(e) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), contractors are required to submit a contract certification (annually to update previously submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (OSC Form) for this purpose, attached as Appendix D. The first of these OSC Form certifications is due on the first annual anniversary date of the execution of the Contract and then every succeeding annual anniversary date during the time that the Contract is in effect, including the first anniversary date following the termination or expiration of the Contract or conclusion of the services.

(f) Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142, every contractor is required to provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the contractor's nondiscrimination agreements and warranties which are included in such contractor's contract pursuant to said statutes. Copies of two certification forms (one for businesses and one for individuals) that will satisfy these requirements are attached to this RFP as Appendix F. The applicable certification form must be signed by an authorized signatory of the Proposer and submitted to the State Comptroller's Office at the time of contract execution.

10. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by law firms with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

11. Independent Price Determinations

In the proposals, law firms must warrant, represent, and certify that the following requirements have been met in connection with this RFP:

- a) The fees and costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- b) Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the law firm prior to the deadline for submission of proposals directly or indirectly to any other organization or to any competitor; and

c) No attempt has been made, or will be made, by the law firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

12. Offer of Gratuities

The law firm must represent that no elected or appointed official or employee of the State of Connecticut has, or will, benefit financially or materially from the Contract. The Contract may be terminated by the State Comptroller's Office if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the law firm, the law firm's agent(s), representatives(s) or employees(s). Such action on the part of the State Comptroller's Office shall not constitute a breach of contract on the part of the State Comptroller's Office.

13. Subletting or Assigning of Contract

The Contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the law firm therein or thereto may not be sublet, sold, transferred, assigned or otherwise disposed of to any person or entity without the prior written consent of the State Comptroller's Office. No person or entity, other than the law firm to which the Contract was awarded, is permitted to perform work without the prior written approval of the State Comptroller's Office.

14. Freedom of Information

The Office of the State Comptroller is a public agency and its records, including responses to this RFP, are public records. *See* Conn. Gen. Stat. §§1-200, et seq., and especially §1-210(b)(4) and §1-210(b)(5)(B). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, all materials associated with this RFP are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all applicable rules, regulations and administrative decisions. If a firm is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state generally in the proposal that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a firm believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to the FOIA. Firms should not request that their entire proposal, nor the majority of the proposal, be confidential. Any submitted proposal, once execution of a contract is complete, and any completed contract will be considered public information. The State Comptroller's Office 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 has the burden of establishing the availability of any FOIA

exemption in any proceeding where it is an issue. In no event shall the State Comptroller's Office have any liability for the disclosure of any documents or information in its possession which the State Comptroller's Office believes are required to be disclosed pursuant to the FOIA or other requirements of law.

15. Conformance with Federal, State and Other Requirements

In the Contract, the law firm will represent and warrant that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all Federal, State, municipal or other governmental department, commission, board, bureau, agency or instrumentality, codes, statutes, acts, ordinances, judgments, decrees, injunctions and regulations.

16. Executive Orders

The Contract shall be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973 and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, in accordance with its terms and conditions.

17. Americans with Disabilities Act

The law firm shall comply with the Americans with Disabilities Act and any other applicable federal laws and regulations.

18. Affirmative Action and Contract Compliance Reporting

Law firms are advised that in addition to evaluating their qualifications, experience, capabilities, competitiveness of cost and conformance to this RFP specifications, weight may also be given to law firms which demonstrate a commitment to affirmative action by full compliance with the Commission on Human Rights and Opportunities regulations.

19. Campaign Contribution and Solicitation Ban

With regard to a State contract, as defined in Public Act No. 07-1, having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the proposal in response to this RFP expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. The notice is SEEC Form 11 and is attached as an appendix to the Contract.

**APPENDIX A
TO REQUEST FOR PROPOSALS**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE STATE OF CONNECTICUT,
ACTING BY ITS STATE COMPTROLLER,
A N D**

This Agreement is made by and between the STATE OF CONNECTICUT, acting by its STATE COMPTROLLER, Nancy Wyman, duly authorized pursuant to Section 3-125 of the Connecticut General Statutes, with an office at 55 Elm Street, Hartford, CT 06106 and _____, acting by _____, with its principal place of business at_____.

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

SECTION 1: SCOPE OF SERVICES

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

- (a) Representation and legal counseling of _____.
- (b) Review, analysis, investigation and research necessary to carry out the Services.
- (c) Preparing, writing and providing to the STATE COMPTROLLER or his designee all documents and instruments, in electronic, magnetic, paper and any other form, which are necessary or appropriate to carry out said Services.
- (d) Negotiating and/or engaging in mediation, with the approval of the STATE COMPTROLLER, with any and/or all parties necessary to carry out the Services.
 - (1) Terms of subcontracts over \$5000.00 must be approved in writing and in advance by the STATE COMPTROLLER. In requesting approval, COUNSEL must include the following information:
 - (a) Why it is necessary to hire a subcontractor.
 - (b) How the proposed subcontractor was selected.
 - (c) Proposed rates and reimbursements for the subcontractor.
 - (d) Comparison of these rates to those of other qualified subcontractors.

- (2) Subcontracts or agreements must include terms which are substantially similar to the billing terms in the Compensation and Reimbursement Section of this Agreement.
- (3) COUNSEL's bills for subcontracted work must include full detailed itemizations of all fees and expenses for the subcontracted work, with appropriate supporting documentation.
- (g) Providing all necessary paralegal and clerical support.
- (h) Performing all tasks under this Agreement in coordination with the STATE COMPTROLLER.

SECTION 2: AGREEMENT ADMINISTRATION

2.1 The person in charge of administering this Agreement on behalf of the STATE COMPTROLLER is Karen Buffkin, General Counsel, and her successors in office, whose contact information is as follows:

Office of the State Comptroller
 55 Elm Street
 Hartford, CT 06106
 Telephone: (860) 702-3312
 Fax: (860) 702-3319
 email:Karen.Buffkin @po.state.ct.us

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

 Telephone: _____
 Fax: _____
 e-mail: _____

2.3 The professional staff members of COUNSEL primarily responsible for the performance of this Agreement are _____. The COUNSEL may not change these individuals without the prior written consent of the STATE COMPTROLLER.

2.4 Within seven days after receiving a request by the STATE COMPTROLLER, the COUNSEL shall remove from assignment to this Agreement any specified professional or other staff and, at the STATE COMPTROLLER'S request, shall augment the remaining staff with such other staff as is acceptable to the STATE COMPTROLLER.

SECTION 3: COMPENSATION AND REIMBURSEMENT

3.1 The STATE COMPTROLLER agrees to compensate the COUNSEL for Services solely in accordance with the following hourly rate schedule:

- (a) _____
- (b) _____
- (c) _____
- (d) _____

The above hourly rates shall be charged only for actual time spent rendering such Services; the COUNSEL shall not "round off" time. The time spent rendering Services shall be billed to the tenth of an hour within any single workday. The STATE COMPTROLLER shall not be charged for any other time expended by the COUNSEL during travel, overnight stays, or the like associated with the performance of the Services.

3.2 Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the STATE COMPTROLLER. Billings are to be on a monthly basis. The billings must contain, at a minimum, a detailed description of the work performed, the date of performance, the actual time spent performing the work, the name and position of the person(s) rendering the Service and the rate charged for that Service. The monthly bill must also be accompanied by a summary of time and charges billed for each attorney and paralegal itemized on the invoice. Upon the request of the STATE COMPTROLLER, COUNSEL must submit a summary memorandum describing how the Service rendered furthered resolution of the matter and the current status of the matter. The STATE COMPTROLLER or his designee may, prior to authorizing payment under this Section, require the COUNSEL to submit such additional accounting and information as he deems to be necessary or appropriate. The COUNSEL shall not be compensated for any time spent preparing any billing documentation, including but not limited to such documentation and accompanying memoranda required by this Section and the Status Reports and Records Section of this Agreement. All bills must be sent to **Office of the State Comptroller-Business Office, 55 Elm Street, Hartford, Connecticut 06106.**

3.3 Within twenty days of execution of this Agreement, the COUNSEL shall submit to the STATE COMPTROLLER and the _____ for approval a

detailed projected plan and budget containing, but not limited to, a brief statement of the case or matter, a description of the nature and scope of the various phases of the Services expected to be performed, an estimate of the cost of the work broken down into the various phases of the Services, with a total cost not to exceed the maximum amount of this Agreement and an estimate of the time required to successfully complete the Services. Prior to effecting, undertaking or initiating a material change in the Services, or upon having reason to believe that the Services or any portion of the Services cannot be completed within the amount budgeted for the Services or that portion of the Services, the COUNSEL shall submit to the STATE COMPTROLLER and the _____ for approval a revised projected plan and budget that reflects the changes to the existing projected plan and budget. If the revised projected plan and budget contains a projected cost exceeding the maximum compensation set out in this Section, the COUNSEL shall consult with the STATE COMPTROLLER or his designee, for the purpose of (1) revising the Services; (2) revising the maximum compensation amount; (3) revising the billing rates; (4) some combination thereof; or (5) other action permitted under this Agreement or any agreed-upon amendment. The STATE COMPTROLLER and _____, in their sole discretion, may require revisions, supplements and modifications of the projected plan and budget from time to time. The COUNSEL will not be compensated for the preparation, amendment, or modification of the projected plan and budget.

3.4 The STATE COMPTROLLER agrees to reimburse the COUNSEL for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, computerized research (at cost), commercial messenger and delivery services (at cost), expert witnesses, consultants, mediators, investigative services, long distance telephone calls, and transcript or deposition costs. The STATE COMPTROLLER shall not reimburse the COUNSEL for any overhead related expenses, including, but not limited to, duplicating, secretarial, facsimile (other than long-distance telephone line charges), clerical staff, library staff, proofreading staff, meals and in-state transportation costs or expenses unless they are otherwise approved by the STATE COMPTROLLER and _____. The COUNSEL shall be reimbursed for reasonable expenses for transportation, specifically excluding first class airfare, parking and reasonable lodging and meals associated with interstate travel as approved in advance by the STATE COMPTROLLER or his designee. Reimbursable interstate travel shall not include travel to meet with staff of the Department of Public Safety or the STATE COMPTROLLER, and all such meetings shall be conducted in Hartford, Connecticut, unless otherwise specified by the _____ or the STATE COMPTROLLER.

3.5 The COUNSEL shall not be compensated for time spent on background or elementary legal research or any legal training without the prior written consent of the STATE COMPTROLLER. For the purposes of this Agreement, elementary legal research includes, but is not limited to, any matter which is addressed in Connecticut Lawyers Basic Practice Manual (1986) and Connecticut Lawyers Basic Practice Manual (1989). Charges for legal research must be accompanied by a detailed description setting forth the purpose of the research and summarizing its nature. Any written material produced as a result of such research shall be available to the STATE COMPTROLLER or his designee at on or before the third business day following the date of his written request. The STATE COMPTROLLER shall have the final decision in all disputes between the parties to this Agreement under this subsection.

3.6 The COUNSEL shall not be compensated for time spent in consultation with any attorney or other employee of the STATE COMPTROLLER or _____ concerning the administration of this Agreement and/or issues relating to billing. Unless otherwise authorized by the STATE COMPTROLLER, compensation for communication between or among attorneys and/or staff within the COUNSEL'S law firm is limited to the time and billing rate of the most senior attorney or staff member participating in the communication. These charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details. The STATE COMPTROLLER and the Department of Public Safety shall make the final determination, in their sole discretion, as to the adequacy of such description.

3.7 Absent the consent of the STATE COMPTROLLER or his designee, the COUNSEL shall not be compensated for the attendance or participation of more than one attorney representing the State of Connecticut at or during any meeting, conference or proceeding, in person or otherwise, in any forum, in connection with performing the Services. Where more than one attorney has attended or participated in any such meeting, conference or proceeding without the consent of the STATE COMPTROLLER or his designee, the COUNSEL shall be compensated only for the time of the most senior attorney in attendance or participating.

3.8 The COUNSEL shall not be compensated for the performance of paralegal or clerical type duties performed by an attorney. Paralegal duties or clerical duties include, by way of example and not limitation, routine proofreading of pleadings and other correspondence, preparation of trial or

closing binders or notebooks, photocopying and coordinating the schedules of others.

3.9 The STATE COMPTROLLER shall approve for payment all undisputed fees and costs, as soon as the documentation can properly be processed in accordance with usual State practice.

3.10 Maximum payments under this Agreement shall not exceed _____ (\$_____).

3.11 The STATE COMPTROLLER shall have the right, without the need of prior notice to the COUNSEL, to assign the performance of some aspect of the Services to a Deputy or an Assistant State Comptroller where the STATE COMPTROLLER, in his sole discretion, finds that such an assignment would best serve the interests of the State of Connecticut. This assignment shall not be deemed to be a breach of contract by the STATE COMPTROLLER.

3.12 Compensation and reimbursement provided under this Section constitutes full and complete payment for all costs and expenses incurred or assumed by the COUNSEL in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by the STATE COMPTROLLER without the prior written approval of the STATE COMPTROLLER or his designee.

SECTION 4: TERMINATION

4.7 Notwithstanding any provisions in this Agreement, the STATE COMPTROLLER, through a duly authorized employee, may terminate the Agreement whenever the STATE COMPTROLLER makes a written determination that such termination is in the best interests of the State. The STATE COMPTROLLER shall notify the COUNSEL in writing of termination pursuant to this Section, which notice shall specify the effective date of termination and the extent to which the COUNSEL must complete performance of the Services prior to such date.

4.8 Upon receipt of a written notice of termination from the STATE COMPTROLLER, the COUNSEL shall cease operations as directed by the STATE COMPTROLLER in the notice, and take all actions that are necessary or

appropriate, or that the STATE COMPTROLLER may reasonably direct, for the protection and preservation of the Records, as that term is defined in the Indemnification Section of this Agreement. Except for any work which the STATE COMPTROLLER directs the COUNSEL to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the COUNSEL shall terminate or conclude all existing subcontracts.

4.9 In the case of any termination, the STATE COMPTROLLER shall, within forty-five (45) days of final billing after the effective date of termination, pay the COUNSEL for its performance rendered and accepted by the STATE COMPTROLLER, in addition to all actual and reasonable costs incurred after notice of termination in completing those portions of the Services which the COUNSEL was required to complete by the notice. However, the COUNSEL is not entitled to receive and the STATE COMPTROLLER is not obligated to tender to the COUNSEL any payments for anticipated or lost profits.

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

4.11 Termination of the Agreement pursuant to this Section shall not be deemed to be a breach of contract by the STATE COMPTROLLER.

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

incurred.

4.13 The COUNSEL, on sixty (60) days' prior written notice to the STATE COMPTROLLER, may terminate this Agreement.

4.14 On the effective date of COUNSEL's termination, the COUNSEL shall immediately cease to perform the Services except to the extent necessary to prevent the State from failing to make timely filings or otherwise failing to comply with court orders or the law. The Records are deemed to be the property of the State. The COUNSEL shall assemble and deliver to the STATE COMPTROLLER all Records in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall deliver the same to the STATE COMPTROLLER or his designee as soon as possible in a non-proprietary format, such as, but not limited to, ASCII or .TXT, but no later than the fifteenth day following the transmittal of the written notice, together with a description of the cost of the Services performed and expenses reasonably incurred.

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

SECTION 5: TIME OF PERFORMANCE

5.1 The COUNSEL shall perform the Services at such times and in such sequence as may be reasonably directed by the STATE COMPTROLLER and the Department of Public Safety.

5.2 This Agreement will run from its effective date until the tasks set forth in the Scope of Services Section of this Agreement are performed or completed to the satisfaction of the STATE COMPTROLLER, or unless sooner terminated in accordance with the Termination and Cancellation Sections of this Agreement, but in no event beyond _____, unless otherwise amended.

SECTION 6: SETOFF

6.1 In addition to all other remedies that the STATE COMPTROLLER may have, the STATE COMPTROLLER, in his sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the COUNSEL's unexcused non-

performance under the Agreement and under any other agreement or arrangement that the COUNSEL has with the State and (2) any other amounts that are due or may become due from the State to the COUNSEL, against amounts otherwise due or that may become due to the COUNSEL under the Agreement, or under any other agreement or arrangement that the COUNSEL has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the COUNSEL's breach of the Agreement, all of which shall survive any setoffs by the State.

SECTION 7: CROSS DEFAULT

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

7.2 If the COUNSEL breaches, defaults or in any way fails to perform satisfactorily under any or all Other Agreements with the STATE COMPTROLLER or the State, then the STATE COMPTROLLER may, in his sole discretion, without more and without any action whatsoever required of the STATE COMPTROLLER, treat any such event as a breach, default or failure to perform under the Agreement. Accordingly, the STATE COMPTROLLER may then exercise at his sole option any and all of its rights or remedies provided for in the Other Agreements or the Agreement, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the STATE COMPTROLLER or the State, as if the COUNSEL had suffered a breach, default or failure to perform under the Agreement.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 The COUNSEL represents and warrants to the STATE COMPTROLLER for itself and for the COUNSEL Agents, as defined in the Indemnification Section of this Agreement, as applicable, that:

- (a) the Counsel is duly and validly existing under the laws of its state of organization and is authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, it has taken all necessary action to authorize the execution, delivery and performance of the proposal and the Agreement and has the power and authority to execute, deliver and perform its obligations under the Agreement;
- (b) it will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations under and pursuant to the Agreement, including, but not limited to Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics;
- (c) the execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) Counsel and Counsel Agents have not, within the three years preceding the Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) Counsel and Counsel Agents are not presently indicted or, to the best of their knowledge, under investigation for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) Counsel and Counsel Agents have not within the three years preceding the

Agreement had one or more contracts with any governmental entity terminated for cause;

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

- (p) During the course of this Agreement, the COUNSEL shall not represent any other client if such representation will materially affect its duties or obligations to the State of Connecticut or the STATE COMPTROLLER or create an appearance of impropriety.
- (q) The COUNSEL will not knowingly enter into or retain any business relationships or enterprise in which an employee of the Office of the State Comptroller holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the STATE COMPTROLLER.

SECTION 9: STATUS REPORTS AND RECORDS

9.1 Upon written or oral request by the STATE COMPTROLLER or his designee, the COUNSEL will promptly report on the status of the Services performed, including, but not limited to, problems, strategy, analysis and the like.

9.2 The above-described reports shall be provided in writing or orally, as directed by the person requiring a work status report.

9.3 The COUNSEL, upon the request of the STATE COMPTROLLER or his designee, shall give to the STATE COMPTROLLER or his designee all original documentation, or, in the sole discretion of the STATE COMPTROLLER or his designee, copies thereof, filed in the course of, or arising out of, the COUNSEL'S performance of the Services. The COUNSEL shall otherwise maintain all original documentation, or copies thereof in the manner specified in the Representation and Warranties Section of this Agreement, for a period of six (6) years after the termination of this Agreement.

SECTION 10: INSURANCE

10.1 Before commencing performance of the Services, the COUNSEL shall obtain and maintain at its own cost and expense for the duration of the Agreement, the following insurance:

- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work covered by this Agreement or the general aggregate limit shall be twice the occurrence limit.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the COUNSEL does not own an automobile, but one is used in the performance of

the Services, then only hired and non-owned coverage is required. If a vehicle is not used in the performance of the Services, then automobile coverage is not required.

(c) Workers' Compensation and Employers Liability: coverage in compliance with applicable workers compensation laws. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease - Policy limit, \$100,000 each employee.

(d) Professional Liability: The COUNSEL shall secure and maintain, at no cost or expense to the State, a professional liability insurance policy in a form acceptable to the STATE COMPTROLLER in the minimum amount of _____ dollars (\$_____) with a deductible not to exceed _____ (\$_____). This policy shall insure the COUNSEL against damages and costs resulting from negligent acts, errors, and omissions in the work performed by the COUNSEL on and after the effective date of, and under the terms of, this Agreement. The COUNSEL may, at its election, obtain a policy containing a maximum (\$_____) deductible clause, but if so, the COUNSEL shall be liable, as stated above herein, to the extent of the deductible amount.

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

SECTION 11: INDEMNIFICATION

11.1 The COUNSEL shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the COUNSEL or COUNSEL Agents, as defined below; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The COUNSEL shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. The COUNSEL's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the proposal or any Records, any intellectual property rights, other proprietary rights of

any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions or articles furnished or used in the performance of the Agreement.

11.2 The COUNSEL shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the COUNSEL or any COUNSEL Agents. The State shall give the COUNSEL reasonable notice of any such Claims.

11.3 The COUNSEL's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the COUNSEL is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

11.4 The rights provided in this Section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

11.5 This section shall survive the Termination, Cancellation or Expiration of the Agreement, and shall not be limited by reason of any insurance coverage.

11.6 The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

11.7 The term "COUNSEL Agents" means the COUNSEL's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the COUNSEL is in privity of oral or written contract and the COUNSEL intends for such other person or entity to perform under the Agreement in any capacity.

11.8 The term "Records" means all working papers and such other information and materials as may have been accumulated by the COUNSEL or COUNSEL Agents in performing the Agreement, including but not limited to,

documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form

11.9 The COUNSEL shall not use, raise, or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any Claims against the COUNSEL arising out of the work performed under this Agreement, or as a defense in any Claims, unless specifically authorized to do so in writing by the STATE COMPTROLLER or his designee.

SECTION 12: CHANGES TO THIS AGREEMENT

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

SECTION 13: REQUIRED PERSONNEL/OFFICE

13.1 On or before the effective date of this Agreement, the COUNSEL shall have secured, and shall maintain during the term of this Agreement, all at its sole cost and expense (i) such appropriately skilled and competent personnel and supporting staff in adequate numbers; and (ii) such equipment as are reasonably necessary or appropriate to fully perform the Services to the satisfaction of the STATE COMPTROLLER.

13.2 The personnel shall not be employees of or have any contractual relationship with the Office of the State Comptroller.

13.3 All the Services shall be performed by the COUNSEL or under its supervision, and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under law to perform the applicable Services.

SECTION 14: NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

14.1 References in this Section to "contract" shall mean this Agreement and references to "contractor" shall mean the COUNSEL.

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person

or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, 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 such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) 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 project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of subsection (a) above in every subcontract or purchase order entered into in order to fulfill any obligation of 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 section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of 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;
- (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(h) The contractor shall include the provisions of section (g) above 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 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.

SECTION 15: CERTAIN STATE ETHICS REQUIREMENTS

15.1. For all State contracts as defined in P.A. 07-01 having a value in a

calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contributions and solicitation prohibitions, and will inform its principals of the contents of the notice. The notice, Form 11, is attached to this Agreement as Appendix A.

15.2 Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), the COUNSEL must submit a contract certification annually to update previously submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (OSC Form) for this purpose, attached as Appendix B. The first of these OSC Form certifications is due on the first annual anniversary date of the execution of this Agreement and then every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of the Agreement in order for the COUNSEL to satisfy its obligation to submit the last certification.

SECTION 16: APPLICABLE EXECUTIVE ORDERS OF THE GOVERNOR

16.1 The COUNSEL shall comply, to the extent applicable, with 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 and Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the COUNSEL'S request, the STATE COMPTROLLER shall provide a copy of these orders to the COUNSEL. .

SECTION 17: CONFIDENTIALITY

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

17.2 The STATE COMPTROLLER will afford due regard to any request of the COUNSEL for the protection of proprietary or confidential information which the STATE COMPTROLLER receives from the COUNSEL. However, all materials associated with the the Agreement are subject to the terms of the Connecticut Freedom

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

SECTION 18: MISCELLANEOUS

18.1 The sole and exclusive means for the presentation of any Claim, as defined in the Indemnification Section of this Agreement, against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State). The COUNSEL shall not initiate any legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

18.2 The Agreement shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that Chapter 53 of the Connecticut General Statutes does not apply and to the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided,

however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims, as defined in the Indemnification Section of this Agreement, in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

18.3 The parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Agreement.

18.4 This Agreement incorporates all the understandings of the parties and supersedes any and all agreements reached by the parties prior to the effective date of this Agreement, whether oral or written.

18.5 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, but only if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

18.6 The STATE COMPTROLLER and the COUNSEL shall not be excused from their obligation to perform in accordance with the Agreement except in the case of force majeure events and as otherwise provided for in the Agreement. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. "Force majeure events" means events that materially affect the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the COUNSEL, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the COUNSEL, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

18.7 The COUNSEL shall not refer to services provided to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the STATE COMPTROLLER's prior written approval.

18.8 The COUNSEL shall notify the STATE COMPTROLLER in writing no

later than ten (10) days from the effective date of any change in (1) its certificate of incorporation or other organizational document, or (2) a controlling interest in the ownership of the COUNSEL. No such change shall relieve the COUNSEL of any responsibility for the accuracy and completeness of the performance. The COUNSEL shall deliver such documents to the STATE COMPTROLLER in accordance with the terms of the STATE COMPTROLLER's written request. The STATE COMPTROLLER may also require, and the COUNSEL shall deliver, a financial statement showing that solvency of the COUNSEL is maintained.

18.9 The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Agreement, in order to give full effect to the Agreement and to carry out the intent of the Agreement.

18.10 The COUNSEL shall maintain accurate Records and shall make all of the Records available at all reasonable hours for audit and inspection by the State. This includes, but is not limited to accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting. Such records and accounts shall be kept in the manner specified in the Representations and Warranties Section, and made available for six years after the termination of this Agreement and shall be made available and furnished upon request to the STATE COMPTROLLER or his designee on or before the tenth business day following the date of the written request. The COUNSEL will cooperate fully with any and all audit or review of billing by the STATE COMPTROLLER or any other agency, person, or entity acting on behalf of the STATE COMPTROLLER or the STATE, and shall, upon request, provide billing in a format which will facilitate audit or review.

18.11 The COUNSEL shall continue to perform its obligations under the Agreement while any dispute concerning the Agreement is being resolved.

18.12 The COUNSEL shall be responsible for the entire performance under the Agreement. The COUNSEL shall be the sole point of contact concerning the management of the Agreement, including performance and payment issues. The COUNSEL is solely and completely responsible for adherence by the COUNSEL Agents to all applicable provisions of the Agreement.

18.13 The waiver of a term or condition by the STATE COMPTROLLER or his designee shall not (i) entitle the COUNSEL to any future waivers of the same or different terms or conditions; (ii) impose any duties, obligations or responsibilities on the STATE COMPTROLLER or any Department not already in the Agreement, as amended, modified or superseded; or (iii) subject the STATE COMPTROLLER or the State of Connecticut or any department or agency thereof to any Claims.

18.14 If a disagreement arises between the parties to this Agreement as to whether or not the COUNSEL has or may in the foreseeable future have a conflict of interest or there exists or may exist in the foreseeable future an appearance of impropriety, the STATE COMPTROLLER'S determination shall be final and dispositive of the issue. Where the STATE COMPTROLLER determines that the COUNSEL'S representation of any client constitutes a conflict of interest, or creates an appearance of impropriety, the COUNSEL shall, within five days of the posting of notice by the STATE COMPTROLLER or his designee to the COUNSEL, withdraw from the representation of the client, unless such a withdrawal is barred by law or order of a court of competent jurisdiction or the STATE COMPTROLLER waives such conflict. Nothing in this subsection shall be construed as restricting or otherwise limiting COUNSEL'S rights under the Termination and Cancellation Section of this Agreement.

18.15 Unless the STATE COMPTROLLER designates otherwise in writing, all Records generated or collected by the COUNSEL, the COUNSEL'S agent or any subcontractor, in the scope of their work under this Agreement are the exclusive property of the State of Connecticut and no one else shall have any right, including but not limited to, intellectual property, copyright and trademark rights, in those Records.

18.16 The COUNSEL acknowledges that the STATE COMPTROLLER has relied upon all of COUNSEL'S representations in its proposal, submitted in response to the STATE COMPTROLLER'S Request for Proposals concerning this matter and all subsequent information supplied to the STATE COMPTROLLER in writing thereafter, as the basis for entering into this Agreement with the COUNSEL. Any material misrepresentation, omission, mistake or error in those submittals shall be deemed to be a breach of this Agreement, which the STATE COMPTROLLER may, in his sole discretion, waive or afford the COUNSEL the opportunity to cure in accordance with the

written notice of such breach sent to the COUNSEL.

18.17 References in the masculine gender shall also be construed to apply to the feminine and neuter genders, as the content requires.

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

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

If to the STATE COMPTROLLER:

State of Connecticut Office of the State Comptroller
55 Elm Street
Hartford, CT 06106
Attention: Karen Buffkin, General Counsel

If to the COUNSEL:

Attention: _____

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

18.21 Time is of the essence in this Agreement.

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

IN WITNESS WHEREOF, the parties have executed five (5) counterparts of this Agreement.

Date

By: _____

STATE OF CONNECTICUT

Date

By: _____
Nancy Wyman
State Comptroller

**APPENDIX B
TO PROFESSIONAL SERVICES AGREEMENT**

**State of Connecticut
Office of the State Comptroller
*Campaign Contribution Certification***

Pursuant to Sections 4-250 of the General Statutes a Campaign Contribution Certification must accompany all state contracts with a value in excess of \$50,000.00 in a fiscal or calendar year.

I, _____(name and title) as the company official authorized to execute the attached contract, certify that in the two years preceding the execution on this contract, neither I nor a principal or key personnel of the _____(company name) who participated directly, extensively and substantially in the negotiation of this contract, nor any agent of the above gave a contribution to a candidate for statewide public office or the General Assembly, as defined by C.G.S. §9-333b, except those listed below (include candidate name, date of contribution, contributor and amount of contribution (if an in-kind contribution please specify the nature of the contribution, i.e. food, printing, etc.):

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

Signature

Print Name

Date

Subscribed and sworn before me on this ____ day of _____, 200_.

Commissioner of the Superior Court/
Notary Public

**APPENDIX C
TO REQUEST FOR PROPOSALS**

STATE OF CONNECTICUT - AGENCY VENDOR FORM

SP-26NB Rev. 4/03

IMPORTANT: ALL parts of this form must be completed, signed and returned by the vendor.

READ & COMPLETE CAREFULLY

COMPLETE VENDOR LEGAL BUSINESS NAME		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
<small>WRITE/TYPE SSN/FEIN NUMBER ABOVE</small>			
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR			
NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.			
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT)			
E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.			
NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?			
VENDOR ADDRESS		CITY	STATE ZIP CODE
<small>Add Additional Business Address & Contact information on back of this form.</small>			
VENDOR E-MAIL ADDRESS		VENDOR WEB SITE	
REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. <input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE.			
REMIT ADDRESS		CITY	STATE ZIP CODE
CONTACT INFORMATION: NAME (TYPE OR PRINT)			
1 ST BUSINESS PHONE:	Ext. #	HOME PHONE:	
2 ND BUSINESS PHONE:	Ext. #	1 ST PAGER:	
CELLULAR:		2 ND PAGER:	
1 ST FAX NUMBER:		TOLL FREE PHONE:	
2 ND FAX NUMBER:		TELEX:	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR			DATE EXECUTED
← SIGN HERE			
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO			
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS			
FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)			
<input type="checkbox"/> E-MAIL		<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL <input type="checkbox"/> EDI
If EDI was selected, give us a person to contact in your company to set up EDI:			
NAME:			
E-MAIL ADDRESS:			
TELEPHONE NUMBER:			
FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)			
<input type="checkbox"/> E-MAIL		<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL
ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED			

APPENDIX D TO REQUEST FOR PROPOSALS

CHRO EMPLOYMENT INFORMATION FORM

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.

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 bidders' 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) (Page 2)

<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.</p>	<p>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.</p> <p>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..</p> <p>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.</p> <p>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.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

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

PART I - Bidder Information

(Page 3)

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

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

PART IV - Bidder Employment Information

Date:

(Page 4)

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											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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APPENDIX E
TO REQUEST FOR PROPOSALS
State of Connecticut
Office of the State Comptroller
Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

The bidder or vendor shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

I, _____, (name and title) hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below: **Attach additional sheets if necessary.**

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

Yes No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

- Former Agency:
- Date Such Employment Terminated:

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

Signature

Date

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

Commissioner of the Superior Court/Notary Public

APPENDIX F

NONDISCRIMINATION CERTIFICATION

CORPORATE CERTIFICATION

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this certificate this _____ day of _____, 20__.

By : _____

Print Name:

Title: _____

Effective June 25, 2007

APPENDIX G

AN ACT ESTABLISHING THE CONNECTICUT HOMECARE OPTION PROGRAM FOR THE ELDERLY.

1 of 1 document(s) retrieved



Substitute Senate Bill No. 1451

Public Act No. 07-130

AN ACT ESTABLISHING THE CONNECTICUT **HOMECARE OPTION PROGRAM FOR THE ELDERLY.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (NEW) (*Effective October 1, 2007*) (a) For purposes of sections 1 to 6, inclusive, of this act:

- (1) "Depositor" means any person making a deposit, payment, contribution, gift or other deposit to the trust pursuant to a participation agreement.
- (2) "Designated beneficiary" means any individual who enters into a participation agreement or is subsequently designated as a spouse or the partner to a civil union of the designated beneficiary.
- (3) "Eligible home care provider" means (A) a provider licensed in Connecticut to perform home care services , (B) a homemaker or companion service that is registered with the Department of Consumer Protection, (C) licensed transportation services, or (D) a personal care assistant.
- (4) "Instrumental activities of daily living" means activities related to independent living necessary to maintain an individual in their home or other noninstitutional setting, and includes, but is not limited to, adult day care, chore services, companion services, meal preparation or home-delivered meals, or transportation or homemaker services.
- (5) "Participation agreement" means the agreement between the trust and depositors for participation in a savings plan for a designated beneficiary.

(6) "Qualified home care expenses" means the cost of services performed by an eligible home care provider for the instrumental activities of daily living, and the cost of any other service recommended by a physician and provided by an eligible home care provider.

(7) "Trust" means the Connecticut Home Care Trust Fund.

(b) There is established the Connecticut **Homecare** Option Program for the Elderly, to allow individuals to plan for the cost of services that will allow them to remain in their homes or in a noninstitutional setting as they age. The Comptroller shall establish the Connecticut Home Care Trust Fund, which shall be comprised of individual savings accounts for those qualified home care expenses not covered by a long-term care insurance policy and for those qualified home care expenses that supplement the coverage provided by a long-term care policy or Medicare. Withdrawals from the fund may be used for qualified home care expenses, upon receipt by the fund of a physician's certification that the designated beneficiary is in need of services for the instrumental activities of daily living. Upon the death of a designated beneficiary, any available funds in such beneficiary's account shall be an asset of the estate of such beneficiary.

(c) There is established an advisory committee to the Connecticut **Homecare** Option Program for the Elderly, which shall consist of the State Treasurer, the Comptroller, the Commissioner of Social Services, a representative of the Commission on Aging, the director of the long-term care partnership policy program within the Office of Policy and Management, and the cochairpersons and ranking members of the joint standing committees of the General Assembly having cognizance of matters relating to human services and finance, revenue and bonding and the cochairpersons and ranking members of the select committee having cognizance of matters relating to aging, or their designees. The Governor shall appoint one provider of home care services for the elderly and a physician specializing in geriatric care. The advisory committee shall meet at least annually. The State Comptroller shall convene the meetings of the committee.

Sec. 2. (NEW) (*Effective October 1, 2007*) The Comptroller, on behalf of the trust and for purposes of the trust, may:

- (1) Receive and invest moneys in the trust in any instruments, obligations, securities or property in accordance with section 3 of this act;
- (2) Procure insurance in connection with the trust's property, assets, activities, or deposits or contributions to the trust;
- (3) Establish one or more funds within the trust and maintain separate accounts for each designated beneficiary; and

(4) Take any other actions necessary to carry out the purposes of sections 1 to 6, inclusive, of this act, and incidental to the duties imposed on the Comptroller pursuant to said sections.

Sec. 3. (NEW) (*Effective October 1, 2007*) The Comptroller shall invest the amounts on deposit in the trust in a manner reasonable and appropriate to achieve the objectives of the trust, exercising the discretion and care of a prudent person in similar circumstances with similar objectives. The Comptroller shall give due consideration to rate of return, risk, term or maturity, diversification of the total portfolio within the trust, liquidity, the projected disbursements and expenditures, and the expected payments, deposits, contributions and gifts to be received. The Comptroller shall not require the trust to invest directly in obligations of the state or any political subdivision of the state or in any investment or other fund administered by the Comptroller. The assets of the trust shall be continuously invested and reinvested in a manner consistent with the objectives of the trust until disbursed for qualified home care expenses, expended on expenses incurred by the operations of the trust, or refunded to the depositor or designated beneficiary on the conditions provided in the participation agreement.

Sec. 4. (NEW) (*Effective October 1, 2007*) The Comptroller, on behalf of the trust and for purposes of the trust, may:

(1) Establish consistent terms for each participation agreement, bulk deposit, coupon or installment payments, including, but not limited to, (A) the method of payment into the trust by payroll deduction, transfer from bank accounts or otherwise, (B) the termination, withdrawal or transfer of payments under the trust, including transfers to an eligible home care provider, (C) penalties for distributions not used or made in accordance with this section, (D) changing the identity of the designated beneficiary, and (E) any charges or fees in connection with the administration of the trust;

(2) Enter into one or more contractual agreements, including contracts for legal, actuarial, accounting, custodial, advisory, management, administrative, advertising, marketing and consulting services for the trust and pay for such services from the gains and earnings of the trust;

(3) Apply for, accept and expend gifts, grants or donations from public or private sources to enable the trust to carry out its objectives;

(4) Adopt regulations, in accordance with chapter 54 of the general statutes, to implement the purposes of sections 1 to 6, inclusive, of this act;

(5) Sue and be sued; and

(6) Take any other action necessary to carry out the purposes of sections 1 to 6, inclusive, of this act, and incidental to the duties imposed on the Comptroller pursuant to said sections.

Sec. 5. (NEW) (*Effective October 1, 2007*) Participation in the trust and the offering and solicitation of the trust are exempt from sections 36b-16 and 36b-22 of the general statutes. The Comptroller shall obtain written advice of counsel or written advice from the Securities Exchange Commission, or both, that the trust and the offering of participation in the trust are not subject to federal securities laws.

Sec. 6. (NEW) (*Effective October 1, 2007*) The state pledges to depositors, designated beneficiaries and with any party who enters into contracts with the trust, pursuant to the provisions of sections 1 to 6, inclusive, of this act, that the state will not limit or alter the rights under said sections vested in the trust or contract with the trust until such obligations are fully met and discharged and such contracts are fully performed on the part of the trust, provided nothing contained in this section shall preclude such limitation or alteration if adequate provision is made by law for the protection of such depositors and designated beneficiaries pursuant to the obligations of the trust or parties who entered into such contracts with the trust. The trust, on behalf of the state, may include this pledge and undertaking for the state in participation agreements and such other obligations or contracts.

Sec. 7. Subparagraph (B) of subdivision (20) of subsection (a) of section 12-701 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2007, and applicable to taxable years commencing on or after January 1, 2007*):

(B) There shall be subtracted therefrom (i) to the extent properly includable in gross income for federal income tax purposes, any income with respect to which taxation by any state is prohibited by federal law, (ii) to the extent allowable under section 12-718, exempt dividends paid by a regulated investment company, (iii) the amount of any refund or credit for overpayment of income taxes imposed by this state, or any other state of the United States or a political subdivision thereof, or the District of Columbia, to the extent properly includable in gross income for federal income tax purposes, (iv) to the extent properly includable in gross income for federal income tax purposes and not otherwise subtracted from federal adjusted gross income pursuant to clause (x) of this subparagraph in computing Connecticut adjusted gross income, any tier 1 railroad retirement benefits, (v) to the extent any additional allowance for depreciation under Section 168(k) of the Internal Revenue Code, as provided by Section 101 of the Job Creation and Worker Assistance Act of 2002, for property placed in service after December 31, 2001, but prior to September 10, 2004, was

added to federal adjusted gross income pursuant to subparagraph (A) (ix) of this subdivision in computing Connecticut adjusted gross income for a taxable year ending after December 31, 2001, twenty-five per cent of such additional allowance for depreciation in each of the four succeeding taxable years, (vi) to the extent properly includable in gross income for federal income tax purposes, any interest income from obligations issued by or on behalf of the state of Connecticut, any political subdivision thereof, or public instrumentality, state or local authority, district or similar public entity created under the laws of the state of Connecticut, (vii) to the extent properly includable in determining the net gain or loss from the sale or other disposition of capital assets for federal income tax purposes, any gain from the sale or exchange of obligations issued by or on behalf of the state of Connecticut, any political subdivision thereof, or public instrumentality, state or local authority, district or similar public entity created under the laws of the state of Connecticut, in the income year such gain was recognized, (viii) any interest on indebtedness incurred or continued to purchase or carry obligations or securities the interest on which is subject to tax under this chapter but exempt from federal income tax, to the extent that such interest on indebtedness is not deductible in determining federal adjusted gross income and is attributable to a trade or business carried on by such individual, (ix) ordinary and necessary expenses paid or incurred during the taxable year for the production or collection of income which is subject to taxation under this chapter but exempt from federal income tax, or the management, conservation or maintenance of property held for the production of such income, and the amortizable bond premium for the taxable year on any bond the interest on which is subject to tax under this chapter but exempt from federal income tax, to the extent that such expenses and premiums are not deductible in determining federal adjusted gross income and are attributable to a trade or business carried on by such individual, (x) (I) for a person who files a return under the federal income tax as an unmarried individual whose federal adjusted gross income for such taxable year is less than fifty thousand dollars, or as a married individual filing separately whose federal adjusted gross income for such taxable year is less than fifty thousand dollars, or for a husband and wife who file a return under the federal income tax as married individuals filing jointly whose federal adjusted gross income for such taxable year is less than sixty thousand dollars or a person who files a return under the federal income tax as a head of household whose federal adjusted gross income for such taxable year is less than sixty thousand dollars, an amount equal to the Social Security benefits includable for federal income tax purposes; and (II) for a person who files a return under the federal income tax as an unmarried individual whose federal adjusted gross income for such taxable year is fifty thousand dollars or more, or as a married individual filing separately whose federal adjusted gross income for such taxable year is fifty thousand dollars or more, or for a husband and wife who file a return under the federal income tax as married individuals filing jointly whose federal adjusted gross income from such

taxable year is sixty thousand dollars or more or for a person who files a return under the federal income tax as a head of household whose federal adjusted gross income for such taxable year is sixty thousand dollars or more, an amount equal to the difference between the amount of Social Security benefits includable for federal income tax purposes and the lesser of twenty-five per cent of the Social Security benefits received during the taxable year, or twenty-five per cent of the excess described in Section 86(b)(1) of the Internal Revenue Code, (xi) to the extent properly includable in gross income for federal income tax purposes, any amount rebated to a taxpayer pursuant to section 12-746, (xii) to the extent properly includable in the gross income for federal income tax purposes of a designated beneficiary, any distribution to such beneficiary from any qualified state tuition program, as defined in Section 529(b) of the Internal Revenue Code, established and maintained by this state or any official, agency or instrumentality of the state, (xiii) to the extent allowable under section 12-701a, contributions to accounts established pursuant to any qualified state tuition program, as defined in Section 529(b) of the Internal Revenue Code, established and maintained by this state or any official, agency or instrumentality of the state, (xiv) to the extent properly includable in gross income for federal income tax purposes, the amount of any Holocaust victims' settlement payment received in the taxable year by a Holocaust victim, [and] (xv) to the extent properly includable in gross income for federal income tax purposes of an account holder, as defined in section 31-51ww, interest earned on funds deposited in the individual development account, as defined in section 31-51ww, of such account holder, and (xvi) to the extent properly includable in the gross income for federal income tax purposes of a designated beneficiary, as defined in section 1 of this act, interest earned on contributions to accounts established for the designated beneficiary pursuant to the Connecticut Homecare Option Program for the Elderly established by sections 1 to 6, inclusive, of this act.

Sec. 8. Subparagraph (B) of subdivision (20) of subsection (a) of section 12-701 of the general statutes, as amended by section 71 of public act 05-251 and section 77 of public act 06-186, is repealed and the following is substituted in lieu thereof (*Effective October 1, 2007, and applicable to taxable years commencing on or after January 1, 2008*):

(B) There shall be subtracted therefrom (i) to the extent properly includable in gross income for federal income tax purposes, any income with respect to which taxation by any state is prohibited by federal law, (ii) to the extent allowable under section 12-718, exempt dividends paid by a regulated investment company, (iii) the amount of any refund or credit for overpayment of income taxes imposed by this state, or any other state of the United States or a political subdivision thereof, or the District of Columbia, to the extent properly includable in gross income for federal income tax purposes, (iv) to the extent properly includable in gross income for federal income tax purposes and not otherwise

subtracted from federal adjusted gross income pursuant to clause (x) of this subparagraph in computing Connecticut adjusted gross income, any tier 1 railroad retirement benefits, (v) to the extent any additional allowance for depreciation under Section 168(k) of the Internal Revenue Code, as provided by Section 101 of the Job Creation and Worker Assistance Act of 2002, for property placed in service after December 31, 2001, but prior to September 10, 2004, was added to federal adjusted gross income pursuant to subparagraph (A)(ix) of this subdivision in computing Connecticut adjusted gross income for a taxable year ending after December 31, 2001, twenty-five per cent of such additional allowance for depreciation in each of the four succeeding taxable years, (vi) to the extent properly includable in gross income for federal income tax purposes, any interest income from obligations issued by or on behalf of the state of Connecticut, any political subdivision thereof, or public instrumentality, state or local authority, district or similar public entity created under the laws of the state of Connecticut, (vii) to the extent properly includable in determining the net gain or loss from the sale or other disposition of capital assets for federal income tax purposes, any gain from the sale or exchange of obligations issued by or on behalf of the state of Connecticut, any political subdivision thereof, or public instrumentality, state or local authority, district or similar public entity created under the laws of the state of Connecticut, in the income year such gain was recognized, (viii) any interest on indebtedness incurred or continued to purchase or carry obligations or securities the interest on which is subject to tax under this chapter but exempt from federal income tax, to the extent that such interest on indebtedness is not deductible in determining federal adjusted gross income and is attributable to a trade or business carried on by such individual, (ix) ordinary and necessary expenses paid or incurred during the taxable year for the production or collection of income which is subject to taxation under this chapter but exempt from federal income tax, or the management, conservation or maintenance of property held for the production of such income, and the amortizable bond premium for the taxable year on any bond the interest on which is subject to tax under this chapter but exempt from federal income tax, to the extent that such expenses and premiums are not deductible in determining federal adjusted gross income and are attributable to a trade or business carried on by such individual, (x) (I) for a person who files a return under the federal income tax as an unmarried individual whose federal adjusted gross income for such taxable year is less than fifty thousand dollars, or as a married individual filing separately whose federal adjusted gross income for such taxable year is less than fifty thousand dollars, or for a husband and wife who file a return under the federal income tax as married individuals filing jointly whose federal adjusted gross income for such taxable year is less than sixty thousand dollars or a person who files a return under the federal income tax as a head of household whose federal adjusted gross income for such taxable year is less than sixty thousand dollars, an amount equal to the Social Security benefits includable for federal income tax purposes; and (II) for a

person who files a return under the federal income tax as an unmarried individual whose federal adjusted gross income for such taxable year is fifty thousand dollars or more, or as a married individual filing separately whose federal adjusted gross income for such taxable year is fifty thousand dollars or more, or for a husband and wife who file a return under the federal income tax as married individuals filing jointly whose federal adjusted gross income from such taxable year is sixty thousand dollars or more or for a person who files a return under the federal income tax as a head of household whose federal adjusted gross income for such taxable year is sixty thousand dollars or more, an amount equal to the difference between the amount of Social Security benefits includable for federal income tax purposes and the lesser of twenty-five per cent of the Social Security benefits received during the taxable year, or twenty-five per cent of the excess described in Section 86(b)(1) of the Internal Revenue Code, (xi) to the extent properly includable in gross income for federal income tax purposes, any amount rebated to a taxpayer pursuant to section 12-746, (xii) to the extent properly includable in the gross income for federal income tax purposes of a designated beneficiary, any distribution to such beneficiary from any qualified state tuition program, as defined in Section 529(b) of the Internal Revenue Code, established and maintained by this state or any official, agency or instrumentality of the state, (xiii) to the extent allowable under section 12-701a, contributions to accounts established pursuant to any qualified state tuition program, as defined in Section 529(b) of the Internal Revenue Code, established and maintained by this state or any official, agency or instrumentality of the state, (xiv) to the extent properly includable in gross income for federal income tax purposes, the amount of any Holocaust victims' settlement payment received in the taxable year by a Holocaust victim, (xv) to the extent properly includable in gross income for federal income tax purposes of an account holder, as defined in section 31-51ww, interest earned on funds deposited in the individual development account, as defined in section 31-51ww, of such account holder, [\(xvi\) to the extent properly includable in the gross income for federal income tax purposes of a designated beneficiary, as defined in section 1 of this act, interest earned on contributions to accounts established for the designated beneficiary pursuant to the Connecticut Homecare Option Program for the Elderly established by sections 1 to 6, inclusive, of this act,](#) and [\[\(xvi\)\] \(xvii\)](#) to the extent properly included in gross income for federal income tax purposes, fifty per cent of the income received from the United States government as retirement pay for a retired member of (I) the Armed Forces of the United States, as defined in Section 101 of Title 10 of the United States Code, or (II) the National Guard, as defined in Section 101 of Title 10 of the United States Code.

Sec. 9. Subsection (a) of section 17b-342a of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2007*):

(a) The Commissioner of Social Services shall, within available appropriations, establish and operate a state-funded pilot program to allow [no more than two hundred fifty] persons who are sixty-five years of age or older and meet the eligibility requirements of the Connecticut home-care program for the elderly established under section 17b-342 to receive personal care assistance provided such services are cost effective as determined by the Commissioner of Social Services. Persons who receive personal care assistance services pursuant to the pilot program established by section 47 of public act 00-2 of the June special session* shall be included as participants of the pilot program established pursuant to this section. Personal care assistance under the program may be provided by nonspousal family members of the recipient of services under the program.

Approved June 19, 2007