



STATE OF CONNECTICUT

INSURANCE DEPARTMENT

The Connecticut Insurance Department ("Department") seeks to establish a pool of qualified service providers to provide training in the topics of interest outlined herein. Any individual or organization interested in being considered as a qualified trainer, must complete the Training Proposal Form ("Proposal") (Attachment A to this posting) to the attention of Elaine Weiche, at the Department's address shown below, by August 18, 2006.

Elaine Weiche
State of Connecticut
Insurance Department
P.O. Box 816
Hartford, CT 06142-0816

A Trainer Selection Committee ("Committee") appointed by the Commissioner will review the Proposals received by the Department, and all those that meet the Department's requirements will be placed on the Department's Qualified Trainer List ("QTL").

The QTL will be used as the basis of selection when the need for a specific training arises. When such a need arises and after it has been established that no conflict of interest exists, one or more qualified trainers will receive a request for training from the Department. The ultimate decision for an award of any contract will be made by the Commissioner.

In establishing a pool of qualified service providers, and ultimately engaging the services of a service provider, the Department will comply with all applicable provisions of the Connecticut General Statutes and federal laws. Nothing in this notice should be construed as an offer to contract or a contract.

After the Committee has completed its evaluation of the Proposals received by the Department, it shall recommend a list of qualified trainers that satisfy the Department's category needs as set forth in this Request for Training Services ("RFTS"), to the Commissioner for his/her approval. The Division's QTL will be used as the basis of selection when the need for a specific training requirement arises. At such times, one or more qualified individuals and/or organizations may be asked to submit more detailed training proposals for the Department's consideration. Proposals for each assignment will be evaluated and given fair consideration for a prospective training engagement with the ultimate decision for a contract made by the Commissioner or her designee. The Department

shall comply with the non-discrimination and affirmative action provisions of the Connecticut General Statutes and any applicable federal laws in the establishment of the pool of qualified training providers and in the ultimate engagement of outside services.

General information; descriptions of the categories of training topics and the evaluation process are set forth below.

GENERAL INFORMATION

Training will be performed at the Department's location in Hartford, CT. Applicants shall use qualified local staff to perform training whenever possible.

The Applicant may submit Proposals in multiple training topics; Proposals submitted should reflect qualifications for all topic areas of interest.

All Applicants should review Part 1 of the Agreement for Training Services, a sample of which is attached to this document as Attachment B. Part 1 contains statutory provisions required by the State of Connecticut, which are not negotiable. The Applicant should identify any areas of concern with the provisions of Part 1 of the Agreement, including the rationale for the concern and submit them with their letter of interest. Failure to accept general compliance with Part 1 will be grounds for exclusion from the approved QTL.

Once qualified, a training provider will be eligible for consideration for an assignment for a period of time up to three years.

THE QUALIFICATION PROCESS

The Trainer Selection Committee (Committee), which is appointed by the Commissioner will review the Proposals received by the Department. All qualified Applicants offering training matching Department needs will be recommended for placement on the List. The Commissioner-approved listing will comprise the Division's Qualified Trainer List. Selection of training providers will be made in compliance with the non-discrimination and affirmative action provisions of the Connecticut General Statutes and any applicable federal law.

THE SELECTION AND ENGAGEMENT PROCESS

When the need for a specific service arises, a recommendation from a Division Director will be given to the Chairperson of the Committee that a particular training be scheduled. The QTL will be used as the source for selection of a provider(s). The Committee shall meet and evaluate prospective trainers for the training session(s). For some training sessions,

the Committee may choose to identify more than one trainer and request additional information relative to specific qualifications for the assignment, including fees, availability of specialized resources, etc., prior to formulating a recommendation. The Committee may make recommendations for multiple trainers to participate in multiple training sessions.

The following criteria will be used in the evaluation process:

- Demonstrated proficiency in performing assignments of this nature for Connecticut and other regulatory jurisdictions and/or the insurance industry;
- Personnel capabilities including the education, experience and skills required to provide the service, as well as sufficient staff resources to meet the Department's needs and established timeframes; and
- Professional fees and expense structure.

The Committee shall collectively formulate a recommendation to engage a specific trainer(s). The Committee's recommendation shall be presented to the Commissioner by the Committee Chairperson. Said recommendation shall delineate the rationale for the selection of the specific trainer. The Commissioner shall either accept, reject or modify the Committee's recommendation.

The Department, in accordance with provisions of the Connecticut General Statutes, will prepare the actual Agreement for Training Services (the Agreement). Statutory contractual provisions, a detailed description of the training services to be provided, staffing levels, professional fees and expenses, deliverables, time frame for completion as well as the responsibilities of the trainer and the Division will be specified in the Agreement.

By execution of the Agreement, the selected service provider expressly agrees to comply with all statutory provision delineated in Part 1 or the Agreement, Conditions. A sample of Part 1 of the Agreement for Consulting Services is attached to this document as Attachment B.

Part 2 of the Agreement, Scope of Services, will be customized for each training engagement. Part 2 of every agreement contains definitions of terms used in the Agreement; the scope of the services to be provided; the provider's approach, deliverables and time frame; compensation; quality control; the responsibilities of the parties; and provisions on duration and termination of the Agreement. Part 3 of the Agreement will be prepared from and may contain excerpts from the trainer's Proposal.

The trainer must provide the Department with an estimate of its professional fees and expenses based on expected number of training hours and rates for the training service.

All agreements must be executed by a party who is authorized to bind the contract as evidenced by a board of directors' resolution or certification under oath. Contractor certifications as required by statute, regulation or executive order must be completed prior to the agreement being executed by the Commissioner.

THE EVALUTION PROCESS

Not later than sixty days after a trainer completes the training assignment, the Division Director sponsoring the training (or that person's designee) will complete a written evaluation of the service provider's performance. The criteria to be considered includes but is not limited to the following:

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	<u>Weighting Factor</u>
(1) performance (quality, thoroughness, ability to effectively communicate)	45%
(2) content relevance (knowledge and understanding of Connecticut's regulatory framework, knowledge and understanding of Federal regulatory framework; knowledge and understanding of industry trend, impact and/or and relevance; other as identified)	40%
(3) ability to achieve cost estimate	5%
(4) value added	10%

TRAINING TOPICS AND REQUIRED CRITERIA

TRAINING TOPIC	CRITERIA
Insurance products <ul style="list-style-type: none"> • life • fixed/variable annuities • pension • health • managed care • property • casualty • title • residual value • fraternal • reinsurance • mortgage/financial guaranty • credit • deposit type contracts • underwriting pools • crop • others 	<ul style="list-style-type: none"> • Demonstrated knowledge of insurance products in any of the following: <ul style="list-style-type: none"> • underwriting, sales, marketing, administration, pricing, expense management, compliance, legal
Regulation <ul style="list-style-type: none"> • insurance products • market conduct • agent • bail bond • Federal • SEC • Treasury • Banks • consumer affairs • NAIC • Derivative • joint ventures • partnerships • repurchase agreements • separate accounts • others 	<ul style="list-style-type: none"> • Demonstrated knowledge of regulatory framework (state, federal) • Demonstrated knowledge of insurance industry
Reporting <ul style="list-style-type: none"> • NAIC changes • Investments • Reinsurance • Premium • Reserves • AVR/IMR • income taxes • debt • EDP • derivatives 	<ul style="list-style-type: none"> • Demonstrated knowledge of regulatory framework (state, federal) • Demonstrated knowledge of insurance industry
Other topics relevant to the above	

Attachment A
TRAINING PROPOSAL

FIRM/INDIVIDUAL NAME: _____

ADDRESS: _____

PHONE/FAX/EMAIL: _____

Training Proposal (Identify topic and provide brief description):

Proposed Delivery Date: (month only) _____

Person(s) to conduct training: (name/title) (attach resume/cv for each person identified)

ESTIMATED COST:

Professional Services: () trainers x (\$/hr _____) \$ _____

Out of pocket Expenses: \$ _____

Total Estimated Costs: \$ _____

Submitted by: _____ **Date:** _____

Signature: _____ **Title:** _____

Sample Attachment B

AGREEMENT FOR TRAINING SERVICES

This Agreement (hereinafter "Agreement") between the **STATE OF CONNECTICUT** acting through the Insurance Commissioner of the State of Connecticut, (hereinafter the "State"), pursuant to sections 4-8 of the Connecticut General Statutes, and the [**enter name of contractor**] (hereinafter the "Contractor"). The parties hereto agree that the services specified below shall be provided by Contractor in strict compliance with the provisions of the Agreement.

PART 1

CONDITIONS

1. Entire Agreement

The Agreement embodies the entire agreement between the State and Contractor on the matters specifically addressed herein. The parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. The Agreement shall supersede all prior written agreements between the parties and supersede all prior written agreements between the parties and their predecessors. No changes, amendments or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing, signed by all parties and approved by the Attorney General or his Deputy. The Agreement shall inure to the benefit of each party's heirs, successors, and assigns.

2. Changes in Services

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

3. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized and financed to perform such services. Contractor shall act as an independent contractor in performing the Agreement, and shall maintain

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

4. Quality Control

- (a) Contractor agrees to provide services as specified by the Agreement in a manner that shall reflect its high regard for quality;
- (b) Contractor agrees to take all reasonable steps necessary to safeguard data, files, reports, or other information from loss, destruction, or erasure;
- (c) The State agrees to notify Contractor, in writing, of any incident that may give rise to liability on the part of Contractor within ten (10) days of the date of its acquiring knowledge of such potential liability; and
- (d) Contractor agrees to notify the State, in writing, of any incident that may give rise to liability on the part of the State within ten (10) days of the date of its acquiring knowledge of such potential liability.

5. Notices

Unless otherwise expressly provided to the contrary, any notices provided for hereunder shall be in writing and may be delivered personally or by mail. Notices will be effective if delivered personally or, if by mail, upon receipt, to the following addresses:

State: name
 Title
 Address
 Address
 Phone
 email

Contractor: name
 Title
 Address
 Address
 Phone
 email

The parties may change their respective addresses for notices under this section 5 upon prior written notification to each other.

6. Laws and Regulations

The Agreement shall be interpreted under and governed by the laws of the State of Connecticut.

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

7. Jurisdiction

Contractor agrees that the execution of the Agreement and the performance of its obligations hereunder, shall be deemed to have a Connecticut situs and Contractor shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Commissioner, his successors or assigns may commence hereunder. Accordingly, Contractor hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning the Agreement or the enforcement thereof in any action initiated by the Commissioner or which the Commissioner voluntarily joins as a party.

8. Labor and Personnel

At all times, Contractor shall utilize qualified personnel necessary to perform the services under the Agreement.

9. Conflicts, Errors, Omissions and Discrepancies

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

10. Third Parties

The Agreement is between the State and Contractor only and shall not be relied upon by, or create any rights in, any third party.

11. Indemnity

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

12. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body without the prior written consent of the State.

13. Inspection

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

14. Non-Waiver

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

15. Examination of Contractor's Records; Confidentiality

Contractor shall maintain records and other evidence pertaining to work performed under the Agreement during the contract period and for three full years from termination of the contract.

The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of Contractor pertaining to work performed under the Agreement in accordance with part 2, section 1 of the Agreement. The State will give Contractor 24 hours' notice of such intended examination. At the State's request, Contractor shall provide the State with hard copies or electronic copies of any data or information relating to the State's business, which data or information is in the possession or control of Contractor.

16. Promotion

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

- (a) in any advertising, publicity, promotion; or
- (b) to express or to imply any endorsement of Contractor's products or services; or
- (c) in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above), except to prepare and deliver in accordance with the Agreement such items as are hereby contracted for by the State.

17. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to these set forth herein part 1, sections 7, 10, 11, 12, 15, 16, 18, and 20 of the Agreement, shall remain in full force and effect.

18. Ownership of Material

Any data provided to Contractor by the State or developed by Contractor with regard to the State shall belong exclusively to the State unless the State agrees in writing to the contrary.

19. Non-Discrimination

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

- (b) (1) Contractor agrees and warrants that in the performance of the Agreement, 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 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. 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 Contractor that such disability prevents performance of the work involved; (2) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f of the Connecticut General Statutes and with each regulation or relevant order issued by said Commission pursuant to section 46a-56 of the Connecticut General Statutes, as amended by section 5 of Public Act 89-253, and sections 46a-68e and 46a-68f of the Connecticut General Statutes; (5) 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 Contractor as relate to the provisions of this section and section 46a-56 of the Connecticut General Statutes.
- (c) Determination of Contractor's good faith efforts shall include, but shall not be limited to, the following factors: Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- (d) Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) Contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempt by regulations or orders of the Commission. 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 of the Connecticut General Statutes, as amended by section 5 of Public Act 89-253; provided if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) Contractor agrees to comply with the regulations referred to in this section as they exist on the date of the Agreement and as they may be adopted or amended from time to time during the term of the Agreement and any amendments thereto.
- (g) Contractor agrees to the following provisions: Contractor agrees and warrants that in the performance of the Agreement 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; Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which 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 Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the Connecticut General Statutes; 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 Contractor which relate to the provisions of this section and section 46a-56 of the Connecticut General Statutes.

- (h) Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. 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 of the Connecticut General Statutes; provided, if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (i) This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor, agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

20. Violence in the Workplace Prevention Policy

This contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and as such, the contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Order. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 16 is incorporated by reference and made a part thereof. The parties agree to abide by said Executive Order.

21. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in the Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of the Agreement.

22. Duration of Agreement

The Agreement shall be in effect from the date of execution of the Agreement by both parties through the date of termination under section 24 below.

23. Changes In Ownership Or Status

(a) Contractor shall report changes in its ownership or operational or administrative status to the Commissioner within thirty (30) days of the effective date of such change. Anything in the Agreement to the contrary notwithstanding, the Commissioner reserves the right to terminate the Agreement if the Commissioner determines that the reported change(s) may negatively impact the effectiveness or objectivity of Contractor.

24. Termination of Agreement

(a) The Agreement may be terminated without cause by either party upon ninety (90) days written notice as provided in section 24 of part 1. Nevertheless, Contractor agrees that the Commissioner may terminate the Agreement at any time if the Commissioner determines that continuation of the Agreement may result in unfair, biased or unreliable determinations which pose a threat to the public health.

(b) In the event of termination of the Agreement, properties of either party shall be returned upon written request of the party.

(c) In the event of termination of the Agreement, Contractor shall prepare and submit a final invoice to the State for payment.

(d) The parties agree that the Agreement may be terminated upon ninety (90) days' written notice delivered by certified or registered mail as provided in section 5 of this part.

(e) In accordance with section 6 of Governor M. Jodi Rell's Executive Order #7C, promulgated on July 13, 2006, the State Contracting Standards Board ("Board") may review the contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purpose of this Section, "for cause" means: (1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

25. Specification of State Official

Unless otherwise designated, wherever the term "Commissioner" is used in the Agreement, it means "Insurance Commissioner" and shall include his authorized agent, employee or designee.

26. Assignment

The Agreement shall not be assigned by Contractor without the express prior written consent of the State.

27. Severability

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

28. Force Majeure

Contractor shall not be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental codes or regulations superimposed after the fact, failures of public or private carrier or utility, fire, communication line failures, earthquakes, or other disasters.

29. Copies of Agreement

The parties agree that the Agreement shall be executed in duplicate, and either copy may be introduced into evidence during a regulatory or legal proceeding, or used for any purpose, without the production of the other.

30. Incumbency Certificate

The State shall receive a true and complete certificate from the Contractor, certified by a corporate Secretary (or similar officer), certifying that the signor is authorized to sign the Agreement on behalf of their respective company.

31. Contractor Certification

(a) By its signing this Agreement, the Contractor certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from this Agreement. This Agreement may be terminated by the State 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 Contractor, its agent, or employee.

(b) The Contractor certifies and attests that neither the Contractor nor any member of Contractor's staff has provided, or caused to be provided, gifts, as defined in Conn. Gen. Stat. § 1-79(e), to any state official or employee of the contracting agency.

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

(d) The Contractor certifies that no business, personal, or investment relationships exist, or have existed, between the Contractor or members of Contractor's staff and the State.

(e) The Contractor certifies that no items of value have been provided to any elected or appointed official or employee of the State for which full payment has not been made.

32. Campaign Contributions

(a) Pursuant to Section 32 of Public Act 05-05 codified as Conn. Gen. Stat. Sec. 9-333n:

No principal of a state contractor or prospective state contractor, with regard to a state contract, bid solicitation or request for proposals with or from a state agency

in the executive branch or a quasi-public agency or a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

(b) A "Principal of a state contractor or prospective state contractor" means (i) an individual who is a member of the board of directors of, or has an ownership interest in, a state contractor or prospective state contractor, which is a business entity, except for an individual who (I) owns less than five per cent of the shares of any such state contractor or prospective state contractor that is a publicly traded corporation, or (II) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive or senior vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, (iv) an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child of an individual described in this subparagraph, or (vi) a political committee established by or on behalf of an individual described in this subparagraph.

(c) If a principal of a state contractor makes or solicits a contribution prohibited pursuant to this section, the contracting state agency or quasi public agency may, in the case of a state contract executed on or after December 31, 2006, void the existing contract with said contractor, and no state agency or quasi-public agency shall award the state contractor a state contract or an extension or an amendment to a state contract for one year after the election for which such contribution is made or solicited.

(d) If a principal of a prospective state contractor makes or solicits a contribution prohibited pursuant to this section, no state agency or quasi-public agency shall award the prospective state contractor the contract described in the bid solicitation or request for proposals, or any other state contract for one year after the election for which such contribution is made or solicited.

PART 2—SCOPE OF SERVICES

[enter description/specifics of services contracted for]

[specific procedures/reporting etc requirements]

[performance measurements]

[compensation arrangements]