

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **11243** Amendment Number: **2**

Agency Name: **DEFERRED COMPENSATION** Legal Entity Name: **HARTFORD LIFE Insurance Company**

Agency Code: **920** Contractor Name: **HARTFORD LIFE Insurance Company**

Appropriation Unit: **1017-00** Address: **One Hartford Plaza**

Is budget authority available?: **Yes** City/State/Zip: **Hartford, CT 06144-1583**

If "No" please explain: **Not Applicable** Contact/Phone: **Todd Theroux 860 843-8824**

Vendor No.: **PRD102612**

NV Business ID: **NV20101399825**

To what State Fiscal Year(s) will the contract be charged? **2008-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Revenue</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2008**

Anticipated BOE meeting date **12/2012**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2012**

Contract term: **7 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Service Contract**

5. Purpose of contract:

**This is the second amendment to the original revenue contract, which manages the administrative, accounting, and investments for the State of Nevada Employee's Deferred Compensation Plan. This amendment extends the termination date from December 31, 2012 to December 31, 2014 and states The Hartford will provide an annual reimbursement to the state on a quarterly basis up to \$427,128.00. Previous revenue earned under this contract totals \$1,606,167.21, and with the proposed maximum reimbursement of \$854,256 for the next two years, brings the total anticipated maximum revenue to \$2,460,423.21.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$0.01
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$2,460,423.20
4. New maximum contract amount:	\$2,460,423.21

and/or the termination date of the original contract has changed to: **12/31/2014**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**The State of Nevada does not have staff or expertise to manage the administrative, accounting and investments for the State of Nevada Employees' Deferred Compensation Plan.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State of Nevada does not have staff or expertise to manage the administrative, accounting and investments for the State of Nevada Employees' Deferred Compensation Plan.

9. Were quotes or proposals solicited? Yes  
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

ING  
Nationwide  
TIAA CREF

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Superior pricing and customer service.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Hartford Life Insurance Company has provided service for Deferred Compensation since 1980, approximatley. Deferred Compensation and has been satisfied with the service they have received.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wsalisp1	11/05/2012 16:07:00 PM
Division Approval	wsalisp1	11/05/2012 16:07:03 PM
Department Approval	wsalisp1	11/05/2012 16:07:06 PM
Contract Manager Approval	csweeney	11/05/2012 16:12:13 PM
Budget Analyst Approval	csawaya	11/13/2012 13:19:29 PM
BOE Agenda Approval	sbrown	11/13/2012 14:17:42 PM
BOE Final Approval	awilli10	12/06/2012 09:18:41 AM

**AMENDMENT TWO TO CONTRACT**

Between the State of Nevada  
Acting By and Through Its

Nevada Public Employees Deferred Compensation Program  
100 North Stewart Street, Suite 210  
Carson City, Nevada 89701

and

The Hartford Financial Services Group, Inc.  
200 Hopmeadow Street  
Simsbury, Connecticut 06089

1. AMENDMENTS. All provisions of the original contract dated November 13, 2007, attached hereto as Exhibit A, will remain in full force and effect with the exception of the following:

1. The term of the contract will be extended to December 31, 2014.
2. The required revenue from variable funds is 11 basis points.
3. The rate paid on the General Account will be 3.00 percent guaranteed through December 31, 2013, with 2.00 percent lifetime minimum.
4. The rate paid on the FICA Alternative/OBRA Plan will be at 2.75 percent guaranteed through December 31, 2013, with 2.00 percent lifetime minimum.
5. The Hartford will provide an annual reimbursement through quarterly payments to the State of its prorated share of \$427,128 of plan operating costs.
6. Hartford Life Insurance Company's (HLIC) General (Declared Rate) Account is subject to HLIC's ability to defer payment of such an amount for a period of up to 12 months.

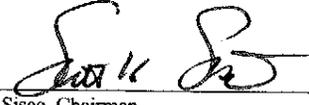
2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract, and Attachment One (Amended Appendix A, Scope of Work).

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

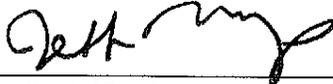
  
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The Hartford

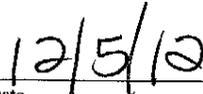
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Date

  
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Scott K. Sisco, Chairman  
Nevada Deferred Compensation Program

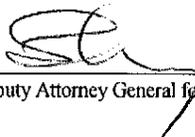
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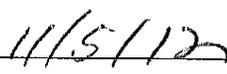
APPROVED BY BOARD OF EXAMINERS

  
\_\_\_\_\_  
Signature - Board of Examiners

  
\_\_\_\_\_  
Date

Approved as to form by:

  
\_\_\_\_\_  
Deputy Attorney General for Attorney General

  
\_\_\_\_\_  
Date