



CHEFA

Connecticut Health & Educational
Facilities Authority

REQUEST FOR QUALIFICATIONS FOR

BOND COUNSEL SERVICES

AUGUST 18, 2022

CONNECTICUT HEALTH AND EDUCATIONAL FACILITIES AUTHORITY

DEADLINE: SEPTEMBER 23, 2022

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CONNECTICUT HEALTH AND EDUCATIONAL FACILITIES AUTHORITY

**REQUEST FOR QUALIFICATIONS FOR
BOND COUNSEL SERVICES**

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SECTION I – INTRODUCTION

The Connecticut Health and Educational Facilities Authority (the “Authority”) is a quasi-public state agency created in 1965 to provide access to the tax-exempt bond market for qualified nonprofit institutions.

In accordance with the requirements in Connecticut General Statutes, Chapter 187, Section 10a-179 (h) (4), the Connecticut Health and Educational Facilities Authority (the “Authority” or “CHEFA”) is requesting proposals from qualified law firms wishing to provide Bond Counsel services to the Authority and its clients for a period not to exceed three (3) years.

The Authority seeks proposals from qualified firms with established expertise in the area of public tax-exempt finance generally, including tax-exempt equipment financing and 501(c)(3) healthcare and educational financing specifically. Firms are expected to have substantial and demonstrable expertise in tax law, trusts, secured transactions, Connecticut state law, Federal securities law, healthcare law and other areas of legal services pertinent to the Authority.

Proposals should highlight the recent experience of your firm in transactions involving the issuance of tax-exempt bonds by public agencies, with emphasis on revenue bond financing for healthcare and educational facilities.

SECTION II – SCOPE OF SERVICES

Bond Counsel will be expected to provide complete legal representation on all issues of state and federal law, including taxation, with respect to the issuance of CHEFA’s bond issues.

Bond Counsel services will include, but not be limited to, the following:

1. Advise the Authority in structuring tax-exempt financings, including tax-exempt equipment financings, financings incorporating derivative structures, and other forms of debt financings.
2. Draft and/or review legal documentation necessary to issue debt including, as appropriate, bond resolutions, preliminary and official statements, notice of sale and bid forms, bond purchase agreements, Loan Agreements, Indentures, Supplemental Indentures, and Tax Regulatory Agreements.
3. Render unqualified legal opinions concerning the validity and the tax-exempt status of the Authority’s debt issuances.
4. Prepare and distribute closing documentation and coordinate and conduct the closing of bond, note, or other financing transactions.
5. Seek, on behalf of the Authority, any necessary opinions, letter rulings, or other documentation from the Internal Revenue Service or other bodies.
6. Provide sophisticated legal advice on federal tax matters including, but not limited to, construction fund reimbursement, arbitrage, and private activity.
7. As necessary, assist the Authority in resolving issues regarding the Authority’s debt that are raised by bondholders, rating agencies, or public officials.

SECTION III – PROPOSAL REQUIREMENTS

In addition to providing information regarding your firm's experience with tax-exempt revenue bond financing, please respond to the following questions in the order in which they are presented:

1. Describe the firm's experience as bond counsel and include which governmental entities in Connecticut you have served as bond counsel.
2. Describe in detail a representative financing for which your firm served as bond counsel, and the fees which your firm charged.
3. Provide the address of each of your firm's offices in Connecticut and the number of attorney's resident on a full-time basis in each office.
4. Describe in detail the firm's expertise in tax law as it relates to the Authority. Please name the attorney(s) who practice full time in the area of public finance tax law.
5. Describe the firm's expertise in healthcare, education, securities and creditors' rights law.
6. Briefly describe the firm's experience in representing issuers relating to federal securities laws and regulations before federal agencies (e.g. IRS, Treasury). Please name the attorneys who practice full time in the area of municipal securities law.
7. Please name the partners and associates in your firm who would work on CHEFA bond transactions and identify the jurisdictions in which each person is admitted to practice. Give a brief description of each person's experience in the tax-exempt revenue bond area, with particular emphasis on healthcare and educational financings.
8. Please list two significant legal issues in public finance (with particular emphasis, if possible, on healthcare and educational finance) which will impact the Authority during the next three years? How would your firm aid the Authority in addressing each?
9. Do you foresee any conflicts of interest or potential conflicts of interest arising from continued representation of the current clients of your firm and any engagement(s) by CHEFA? How would you propose to address these issues? For what colleges, independent schools, human service providers, cultural institutions and healthcare organizations do you act as general counsel, or for whom do you serve as special counsel?
10. The Authority is very committed to diversity. The Authority seeks an ethnically diverse team of professionals assigned to its account.
11. A. Please provide specific information regarding your firm's commitment to Affirmative Action and/or Diversity, Equity and Inclusion. B. Describe the firm's workforce diversity and any plans or efforts to improve or broaden its diversity. C Describe your firm's commitment to diversity, education and training of the next generation of professionals in your industry, including any internship programs and the applicable percentage of the internships provided to the underrepresented groups.
12. Please describe in as much detail as necessary, any pending or threatened litigation, claim or investigation against your firm or any employees of your firm (particularly those which you propose to assign to CHEFA transactions) in connection with any transaction with which your firm is now working or has rendered services within the past five (5) years.
13. Please identify the firm's professional liability insurance provider and indicate the extent of coverage, including the amount of any deductible or coinsurance amount.
14. Please submit the names, addresses and positions of two (2) references from within the public finance community.

15. Does your firm have any experience with New Markets Tax Credits? If so, please describe in detail your experience.
16. Please provide information regarding any policies/practices of your firm that demonstrates a commitment to the communities in which you do business. This may include a summary of charitable giving including matching charitable contributions of employees, a list of Connecticut-based events or groups which you have sponsored, a list of Connecticut-based businesses from whom you procure goods and services, highlighting those firms which are women-owned or minority-owned, or a description of any policies that encourage your employees to volunteer time or make charitable contributions.

SECTION IV – FEE PROPOSAL

Firms must provide the fee proposal in connection with the scope of services provided in Section II.

1. Please provide your firm's proposed hourly fees for legal services based on level of legal professionals employed.
2. Please identify any alternate fee structures, other than hourly rates, that would be acceptable to your firm. Please include specific charges or prices.

The Authority reserves the right to negotiate a uniform fixed fee arrangement with all the firms selected.

SECTION V – PROPOSAL SUBMISSION

1. The total length of the response is limited to 15 pages. Your firm's submission relating to this RFQ must include a response to the questions and requests for information as described above, a completed Campaign Contribution Certification form (**Exhibit B**), completed Third Party Fee Affidavit (**Exhibit C**), State of Connecticut Contracting Requirements (**Exhibit D**) and a copy of your firm's [*IRS Form W-9*](#).
2. Please submit a copy of your firm's response to this RFQ via email by no later than **Friday, September 23, 2022 at 5:00 p.m.** in PDF format to the following individuals:

Michael F. Morris	mmorris@cheffa.com
Kara Stuart	kstuart@cheffa.com

3. The Authority reserves the following rights (without limitation or waiver):
 - To reject any or all proposals.
 - To conduct investigations or request further information relating to the qualifications of any or all respondents.
 - To supplement, modify or cancel this request for proposals without notice or substitution of another such request.
 - To reevaluate a proposal or selection if there are any changes in the substance of the proposal.
4. The Authority shall not be liable for any cost incurred in connection with responding to this proposal.
5. Please direct any questions to Michael Morris (860-761-8424) or via email at mmorris@cheffa.com.

6.	Proposed Schedule	
	August 18, 2022	RFQ Released
	September 9, 2022	Deadline for Questions
	September 16, 2022	Responses to Questions Posted on DAS and CHEFA Websites
	September 23, 2022	Proposal Due Date
	September 30, 2022	Notification of Interviews, if, any
	October 5, 6, & 7, 2022	Interviews, if necessary
	October 19, 2022	Bond Counsel Selection

SECTION VI – SELECTION PROCESS

At its October 19, 2022 meeting, the Consultant Committee of the Board of Directors of the Authority will conduct the selection of the Bond Counsel firms to be appointed, with a recommendation for approval to the full Board of Directors of the Authority. Evaluation of firms will include, but will not be limited to, the reputation, and prior performance, of the firm, the scope of services to be provided, the reputation and experience of attorneys to be assigned to the Authority, Connecticut presence and other value-added services that may be provided.

The Authority will consider each firm’s ability to provide comprehensive, quality service to the Authority and its borrowers, as well as its reputation and fee structure. The Authority wishes to establish Bond Counsel relationships that further its mission and contain costs incurred by both the Authority and its borrowers.

SECTION VII – STATE OF CONNECTICUT STATUTORY CONTRACTING REQUIREMENTS

1. Penalty for False Statement (C.G.S. §1-126)

Any quasi-public agency, as defined in Section 1-120 of the General Statutes, shall require any application, agreement, financial statement, certificate or other writing submitted to such quasi-public agency with respect to any loan, mortgage, guarantee, investment, grant, lease, tax relief, bond financing or other extension of credit or financial assistance made or provided by such quasi-public agency and that provides information on which the decision of such quasi-public agency was based, to be signed under penalty of false statement as provided in Section 53a-157b of the General Statutes. The Authority requires that proposals in response hereto be provided on the same basis.

Include the following statement with your proposal:

“The information provided herein is submitted by the undersigned authorized signatory of the firm under penalty of false statement as provided in the Connecticut General Statutes, Section 53a-157b.”

2. State Election Enforcement Commission Campaign Contribution and Solicitation Ban - C.G.S. §9- 612(f)

The Authority is required to provide prospective state contractors with a copy of or Internet link to the *Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations* (“SEEC Notice”), attached as **Exhibit A** and available at <https://seec.ct.gov/Portal/data/forms/ContrForms/SEECStateContractorNotice.pdf>

By submitting a proposal, the authorized signatory to the proposal expressly acknowledges receipt and review of the SEEC Notice and agrees to inform the proposer’s principals (as defined in such notice) of the contents of the SEEC Notice.

3. Campaign Contribution Certification - C.G.S §9-612(f)(2)(F)

A prospective state contractor submitting a proposal to the Authority must make the disclosures and certifications set forth on the Campaign Contribution Certification form attached as **Exhibit B** and also available in a fillable form at <https://portal.ct.gov/-/media/OPM/Fin-General/OPM-Form1-GiftandCampaignContributionCertificationRev-07222021-FINAL--GDB.pdf>

Each proposer must complete and submit the Campaign Contribution Certification form with their proposal.

4. Investment Services - Third Party Fee Affidavit - C.G.S. §3-13j(b)

Any person or entity entering into a contract for investment services, including investment legal services, with a quasi-public agency must disclose in a sworn affidavit any third party fees (or that there were no third party fees) attributable to such contract. Each proposer must complete and submit **Exhibit C** with their proposal.

5. Nondiscrimination - C.G.S. §§4a-60 and 4a-60a

C.G.S. §§4a-60 and 4a-60a, as amended by Public Act 21-76, require (a) any entity or individual entering into a contract with a state agency or quasi-public agency to comply with the provisions of these statutes and (b) the inclusion of the provisions set forth in C.G.S. §§4a-60a(a)(1)-(4), 4a-60(c)(1), 4a-60(a)(1)-(5) and 4a-60a(b)(1) in any such contract. Any contract entered into with the Authority in connection with this RFQ will include the provisions required by the above referenced statutes. See paragraphs 1-3 of **Exhibit D** to this RFQ for the provisions that will be included in any contract entered into with the Authority in connection with this RFQ.

6. Consulting Agreement Representation - C.G.S. §4a-81

C.G.S. §4a-81 prohibits a state agency or quasi-public agency from executing a contract for the purchase of goods or services, which contract has a total value of fifty thousand dollars or more in any calendar or fiscal year, unless such contract contains the representations set forth in C.G.S. §4a-81(b)(1) & (3) pertaining to whether any consulting agreement has been entered into in connection with such contract. The representations must be sworn as true to the best knowledge and belief of the person signing the contract and shall be subject to the penalties of false statement. See paragraph 7 of **Exhibit D** to this RFQ for the representations that will be contained in any contract entered into with the Authority in connection with this RFQ.

7. Gift Ban Policy - C.G.S. §4-252 and Executive Order No. 21-2

In accordance with C.G.S. Section 4-252(c) and Executive Order No. 21-2 of Susan Bysiewicz, Acting Governor of the State of Connecticut, the authorized signatory of the proposer must include the following representations with the proposal:

“I [name and title] of [Proposer] hereby represent to the Authority that:

- (a) No gifts were made by (i) the proposer, (ii) any principals and key personnel of the proposer, who participate substantially in preparing bids, proposals or negotiating state contracts, or (iii) any agent of the proposer or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating state contracts, to (1) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (2) 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) No such principals and key personnel of the proposer, or agent of the proposer or of such principals and key personnel, knows of any action by the proposer to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the proposer to provide a gift to any such public official or state employee; and
- (c) The proposer is submitting bids or proposals without fraud or collusion with any person.”

8. Contract Language

By submitting a response to this RFQ, a proposer agrees to the inclusion of the language set forth in **Exhibit D** to this RFQ in any contract entered into with the Authority in connection with this RFQ.

9. Freedom of Information Act

The Authority is a “public agency” for purposes of the Connecticut Freedom of Information Act (“FOIA”). A proposal submitted in response to this RFQ, and any files or documents associated with the proposal, including e-mails or other electronic files, will be public records and subject to disclosure under the FOIA. See C.G.S. §§1-200, et seq. The FOIA includes exemptions for, among other things, “trade secrets” and “commercial or financial information given in confidence, not required by statute.” See C.G.S. §1-210(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 RFQ are subject to the terms of the FOIA and all applicable rules, regulations and administrative decisions. If a proposer is interested in preserving the confidentiality of any part of their proposal, it will not be sufficient to state generally in the proposal that the proposal is proprietary or confidential in nature and therefore not subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a proposer 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 §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. Confidential information must be separated and isolated from other material in the proposal, labeled CONFIDENTIAL, and submitted in a separate PDF. All proposal materials not placed in a separate PDF clearly marked as confidential will not be treated as confidential and will be made available for public view upon receipt of a FOIA request. Proposers should not request that their entire proposal, nor the majority of the proposal, be confidential and the Authority reserves the right to reject any such proposal. The Authority 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 proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Authority or any of its officers, directors or employees have any liability for the disclosure of documents or information in the Authority’s possession where the Authority, or such officer, director or employee believes disclosure is required under the FOIA or other law.



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Please note: A copy of, or a hyperlink to, the electronic version of this notice must be provided in the bid specifications or requests for proposals for a state contract. Notice of the contribution certification requirements detailed below must also be given. No state agency or quasi-public agency shall execute a state contract unless such contract contains a representation that the chief executive officer or authorized signatory of the contract has received such notice and the written certifications have been provided by the state contractor.

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

CERTIFICATION REQUIREMENT

A state contractor or prospective state contractor submitting a bid or proposal for a state contract must disclose on the certification form (typically OPM Form 1,) all contributions made by any of its principals to any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for the benefit of such candidates *for a period of four years prior* to the signing of the contract or date of the response to the bid, whichever is longer, and certify that all contributions have been disclosed.

Furthermore, a state contractor or prospective state contractor submitting a bid or proposal for a state contract shall certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, *in the previous four years*, that were determined by the State Elections Enforcement Commission to be in violation of General Statutes § 9-612, without mitigating circumstances being found.

Each 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. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

For further information on the notice and certifications, and to find answers to many questions raised by this notice, please see the Frequently Asked Questions – State Contractors section of the Commission's website at <https://seec.ct.gov/Portal/SCCB/FAQs>.



PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

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

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

Additional information about state contractors campaign finance limitations may be found on the website of the State Elections Enforcement Commission, <https://portal.ct.gov/seec>. Click on the link to “State Contractor and Lobbyist Provisions.”

DEFINITIONS

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

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

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



DEFINITIONS (CONTINUED)

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

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

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

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

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

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

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



STATE OF CONNECTICUT
CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal- submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

- Initial Certification
Updated Certification because of change of information contained in the most recently filed certification

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. 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. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

Table with 5 columns: Contribution Date, Name of Contributor, Recipient, Value, Description. Includes multiple blank rows for data entry.

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

_____ **My Commission Expires**



EXHIBIT C

AFFIDAVIT OF THIRD PARTY FEES

Pursuant to Section 3-13j(b) of the Connecticut General Statutes I, _____ duly authorized officer and/or representative of _____, a person or entity seeking to enter into a contract for investment services¹, as defined in Connecticut General Statutes Section 9-612(e)(1)(A), with the CONNECTICUT HEALTH AND EDUCATIONAL FACILITIES AUTHORITY, being duly sworn, hereby depose and say:

that all third party fees² attributable to such contract are as follows:

[If none check this box]

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

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

Signed: _____

Print Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____

Commissioner of Superior Court/Notary Public

¹ "Investment services" means investment legal services, investment banking services, investment advisory services, underwriting services, financial advisory services or brokerage firm services

² "Third party fees" include, but are not limited to, management fees, placement agent fees, solicitation fees, referral fees, promotion fees, introduction or matchmaker fees, and due diligence fees.

EXHIBIT D

State of Connecticut Contracting Requirements

1. **CGS Section 4a-60.** In accordance with Connecticut General Statutes Section 4a-60, as amended, and to the extent required by Connecticut law, [*Contractor name*] (“CONTRACTOR”) agrees and warrants as follows: (a) in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability, 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 and further to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by CONTRACTOR that such disability prevents performance of the work involved; (b) 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 on Human Rights and Opportunities (the “CHRO”); (c) 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 CHRO advising the labor union or workers’ representative of the commitments of CONTRACTOR under Connecticut General Statutes Section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) to comply with each provision of Connecticut General Statutes Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e, 46a-68f and 46a-86; (e) to provide the CHRO with such information requested by the CHRO, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of CONTRACTOR as relate to the provisions of Connecticut General Statutes Sections 4a-60 and 46a-56; and (f) to include provisions (a) through (e) of this section in every subcontract or purchase order entered into by CONTRACTOR in order to fulfill any obligation of this Agreement, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CHRO and take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions in accordance with Connecticut General Statutes Section 4a-60.

2. **CGS Section 4a-60a.** In accordance with Connecticut General Statutes Section 4a-60a, as amended, and to the extent required by Connecticut law, CONTRACTOR agrees and warrants as follows: (a) that in the performance of this Agreement, it 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; (b) 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 CHRO advising the labor union or workers' representative of the commitments of CONTRACTOR under Connecticut General Statutes Section 4a-60a, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) to comply with each provision of Connecticut General Statutes Section 4a-60a and with each regulation or relevant order issued by the CHRO pursuant to Connecticut General Statutes Section 46a-56; (d) to provide the CHRO with such information requested by the CHRO, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of CONTRACTOR which relate to the provisions of Connecticut General Statutes Sections 4a-60a and 46a-56; and (e) to include provisions (a) through (d) of this section in every subcontract or purchase order entered into by CONTRACTOR in order to fulfill any obligation of this Agreement, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CHRO and take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions in accordance with Connecticut General Statutes Section 4a-60a.

3. **Nondiscrimination Affirmation.** The CONTRACTOR hereby affirms that it understands the obligations of Connecticut General Statutes Sections 4a-60 and 4a-60a and will maintain a policy for the duration of this Agreement to assure that the Agreement will be performed in compliance with the nondiscrimination requirements of such statutes.
4. **State Contract Representation for Contractor.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the CONTRACTOR, for itself and on behalf of all of its principals or key personnel who submitted the proposal to the Connecticut Health and Educational Facilities Authority (CHEFA) represents the following:
 - (a) That no gifts were made by (i) the CONTRACTOR, (ii) any principals and key personnel of the CONTRACTOR, who participate substantially in preparing bids, proposals or negotiating State contracts, or (iii) any agent of the CONTRACTOR or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (1) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (2) 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 CONTRACTOR, or agent of the CONTRACTOR or of such principals and key personnel, knows of any action by the CONTRACTOR to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the CONTRACTOR to provide a gift to any such public official or state employee; and

(c) The CONTRACTOR is submitting bids or proposals without fraud or collusion with any person.

5. **Contract Representation of CHEFA's Authorized Signatory.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, CHEFA's authorized signatory to this Agreement represents that the selection of the corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

6. **CGS 9-612(f) Campaign Contribution Restrictions.** For all State contracts, defined in section 9-612(f)(1)(C) of the General Statutes as 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 CONTRACTORS authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising prospective state contractors and state contractors of state campaign contribution and solicitation prohibitions, and will inform the CONTRACTOR'S principals of the contents of the notice. The CONTRACTOR confirms that it has submitted a Campaign Contribution Certification form to the Authority, as required by Connecticut General Statutes Section 9-612(f)(2)(F).

7. **Consulting Agreements Representation.** Pursuant to section 4a-81 of the Connecticut General Statutes, the CONTRACTOR's authorized signatory, to their best knowledge and belief, represents that the CONTRACTOR has not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below. "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 contracts. "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 as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official?

YES NO

If YES: _____

Name of Former State Agency

Termination Date of Employment
