July 18, 2022

#### To Whom It May Concern:

In accordance with Connecticut General Statutes Chapter 187 Section 10a-179h (4), the Connecticut Health and Educational Facilities Authority (the "Authority") is requesting proposals from qualified individuals or firms wishing to serve as Internal Auditor to the Authority for a period not to exceed three (3) years, commencing after July 1, 2022.

# **Background Information**

The Authority is a quasi-public agency and political subdivision of the State of Connecticut and is a conduit issuer of tax-exempt bonds issued on behalf of eligible non-profits in the State of Connecticut pursuant to Connecticut General Statutes Chapter 187, Sections 10a-176 through 10a-198. These tax-exempt bonds are financial obligations of the underlying obligor on whose behalf CHEFA issues the bonds. The issuance of tax-exempt bonds can provide funds for construction and renovation projects, the refinancing of eligible existing debt, funding of Debt Service Reserve Funds (if applicable), and funding of issuance costs

The Authority has three subsidiaries (component units): the Connecticut Higher Education Supplemental Loan Authority ("CHESLA"), the Connecticut Student Loan Foundation ("CSLF") and CHEFA Community Development Corporation ("CHEFA CDC") (CHEFA and its subsidiaries collectively the "Authority").

CHESLA is a quasi-public agency that issues tax-exempt bonds for the purpose of making student loans to students for post-secondary education of students in or from the State of Connecticut. CHESLA's bonds are repaid from student loan repayments and are further supported by a Special Capital Reserve Fund, the replenishment of which is deemed appropriated by the State of Connecticut.

CSLF is both a quasi-public agency and Connecticut State-chartered 501(c)(3) nonprofit corporation established pursuant to Title IV of the Higher Education Act of 1965, as amended, (the "Act") for the purpose of improving education opportunity. Generally, CSLF is empowered to achieve this purpose by guaranteeing student loans, originating and acquiring student loans and providing appropriate services incident to the administration of programs which are established to improve educational opportunities.

CSLF previously acted as a guarantor, lender and secondary market lender in the Federal Family Education Loan (FFEL) Program, issuing student loans through the use of Taxable and Tax-Exempt Bonds. Effective January 1, 2010, CSLF ceased acting as guarantor. Loan origination under the FFEL program ceased effective February 2010.

CSLF has no staff and has outsourced day-to-day administrative responsibility to Goal Structured Solutions, ("GSS"), located at 402 West Broadway, 20<sup>th</sup> Floor, San Diego, CA 92101. All financial books and records are maintained by CHEFA.

CHEFA CDC, a non-profit subsidiary of CHEFA, was created in February 2019 to operate as a Certified Community Development Entity ("CDE") within the meaning of Section 45D of the Internal Revenue Code of 1986, as amended (the "Code") to provide financial assistance by serving and/or providing investment capital to institutions for higher education, healthcare institutions, nursing homes, and qualified nonprofit organizations, as defined in C.G.S. § 10a-178 (e), (g), (h), and (n), ("Institutions") in low-income communities located in the State of Connecticut. CHEFA CDC's primary activity will be the distribution of awarded tax credits in accordance with the Federal Government's New Markets Tax Credit Program.

## **Required Scope of Services**

### **Purpose**

The Authority requests proposals from qualified individuals and firms interested in providing internal audit functions for the Authority in accordance with professional auditing standards. The internal audit function will be performed to:

- 1. Evaluate the reliability and integrity of management information and the means used to identify, measure, classify and report such information.
- 2. Evaluating the systems established to ensure compliance with those policies, plans, procedures, laws and regulations which could have a significant impact on the organization and its operations.
- 3. Evaluate the means of safeguarding assets, as appropriate, verifying the existence of such assets, and determining how effectively and efficiently they are used.
- 4. Review Authority programs to assess their effectiveness in meeting their objectives.

#### **Objective**

The internal audit should be conducted in accordance with requirements either mandated by the State or adopted by the Board. Audits will evaluate areas based on results of the updated risk assessment of the Authority and its Component Units developed as part of this engagement. The objectives of this engagement are:

- Annual testing and evaluation of one or more areas of the Authority's auditable areas, taking into account risk, control weaknesses, size, and complexity of operations;
- Preparation of reports which summarize audit findings, recommend changes for strengthening internal controls and reducing identified risks, and specify time frames for implementation of such recommendations; and
- Annual review and update of the risk assessment in 2023 and 2024.

#### **Auditable Areas**

The scope and extent of future internal audits will be determined by the updated risk assessment developed as part of this engagement in conjunction with the Audit Finance Committee of the Authority.

The following auditable areas that may be addressed during a three (3) year engagement include, though are not necessarily limited to the following.

#### **CHEFA**

- Public Bond Offerings:
  - Tax-Exempt Equipment Loan Program
    Bond Documents/Legal Review
    Bond Covenants Analysis
    Corporate Governance
    Legal / Compliance
    Policies and Procedure Documentation
- Human Resource Policies and Practices
- Information Technology
- Child Care Programs
- Revolving Loan Fund Program
- Accounting Functions\*:

Investments
Accounts Payable
Billing / Accounts Receivable
Fixed Assets & Capital Expenditure Approval
Account Reconciliations
Internal Reporting
Travel & Expense Review, Approval
Payroll

- Wire Transfers
- Construction Funds & Disbursements
- Arbitrage Rebate (to be performed by a rebate specialist)
- Oversight of Outside Vendors as determined

#### **CHESLA**

- Student Grant Program
- Oversight of Outside Vendors Loan Programs
- Arbitrage Rebate (to be performed by a rebate specialist)

#### **CSLF**

- Bond Redemptions
- Oversight of Outside Vendors Loan Programs

Those areas designated by an asterisk (\*) were reviewed in the last twelve months, based on the results of the May 2018 risk assessment. The scope and extent of services for fiscal years ending June 30, 2023 and June 30, 2024 are to be determined in conjunction with the Audit Finance Committee of the Authority.

## **Selection Process and Proposed Schedule**

The Audit-Finance Committee will conduct the selection of the internal auditors, with a recommendation for approval to the Board of Directors of the Authority. Evaluation of firms will include, but will not be limited to:

- technical expertise, including knowledge of GASB requirements;
- the scope and cost of services to be provided,
- expertise in the business areas of the primary government and each of the component units of the Authority,
- adherence to the proposal submission requirements,
- the reputation and experience of the management and staff to be assigned to the audit, and
- other value-added services that may be provided.

Your firm's submission relating to the RFP should include a response to the Required Proposal Content included in the attached *Exhibit A*, as well as required *Exhibits B and C*.

	<b>Proposal</b>	<u>Schedule</u>
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Request for Proposal Issued July 18, 2022

Proposals are due **no later than 5:00 p.m.** August 1, 2022

Notification of Interviews, if any, no later than the week of August 31, 2022

Interviews with the Audit-Finance Committee September 21, 2022

Audit-Finance Committee Action/Selection September 21, 2022

# **Contractual Relationships with Quasi-Public Agencies**

## 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. <u>State Election Enforcement Commission Campaign Contribution and Solicitation Ban - C.G.S.</u> §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"). The SEEC Notice is available at:

## https://seec.ct.gov/Portal/data/forms/ContrForms/seec form 11 notice only.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 available at

https://portal.ct.gov/-/media/OPM/Fin-General/OPM-Form1-CampaignContributionCertification-8-18-Final.pdf

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

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

C.G.S. §§4a-60(a) 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-60(a)(1)-(4), 4a-60(c)(1), 4a-60(1)-(5) and 4a-60a(b)(1) in any such contract. Any contract entered into with the Authority in connection with this RFP will include the provisions required by the above referenced statutes. See paragraphs 1-3 of **Exhibit B** to this RFP for the provisions that will be included in any contract entered into with the Authority in connection with this RFP.

#### 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 B** to this RFP for the representations that will be contained in any contract entered into with the Authority in connection with this RFP.

#### 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 RFP, a proposer agrees to the inclusion of the language set forth in **Exhibit B** to this RFP in any contract entered into with the Authority in connection with this RFP.

#### 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 RFP, 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 RFP 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.

## **Procedure for Submitting Proposal**

**The total length of the response is limited to 15 pages**. Exhibits and standard contracts are not included in the maximum page limit. However, exhibits should be limited to those requested in the Required Proposal Content outlined in **Exhibit A**, the State of Connecticut Contracting Requirements (**Exhibit B**), and a completed Campaign Contribution Certification form (**Exhibit C**).

Please submit a copy of your firm's response, via email, **no later than July 15, 2022 at 5:00 p.m.** in PDF format to the following individuals:

<u>Name</u>	<u>Email</u>	<u>Phone</u>
Jeanette Weldon, Executive Director	jweldon@chefa.com	(860) 761-8453
Cynthia Peoples, Managing Director	cpeoples@chefa.com	(860) 761-8421
Denise Aguilera, General Counsel	daguilera@chefa.com	(860) 761-8445
CC: Kara Stuart	kstuart@chefa.com	

#### Please direct any questions via email to Cynthia Peoples.

The Authority reserves the following rights (without limitation or waiver):

- To reject any or all proposals.
- To conduct investigations relating to the qualifications of any or all respondents including requesting further documentation or clarification, if necessary.
- To supplement, modify or cancel this request for proposals without notice of substitution of another such request.
- To re-evaluate a proposal or selection if any changes in the substance of the proposal or substitution of key personnel changes are proposed or effected.
- Waive or modify any irregularities in proposals received.

- Accept a proposal based on consideration other than cost.
- Negotiate separately with any person whatsoever in any manner deemed to be in the best interest of the Authority.
- To request a face-to-face interview with the bidder (the cost associated therewith are the sole responsibility of the bidder).

The Authority will not be liable for any cost incurred in connection with responding to this proposal. Bidders acknowledge that the Authority is a political subdivision and that proposals are subject to the Freedom of Information Act of the State of Connecticut.

Sincerely,

Jeanette W. Weldon

Jeanette W. Weldon Executive Director

**Exhibits Attached** 

#### Required Proposal Content (2 pages)

### Include and address the following items in the 15-page response maximum:

- 1. <u>Scope of Services</u> Please describe how your firm would provide the required Scope of Services to the Authority.
- 2. <u>Relevant experience</u> with regard to GASB, State and Federal requirements, and quasi-public agencies, auditing health and educational authorities, community development entities, and student loan entities, with specific reference to Federal Family Education Loan Programs, loan loss reserves and Compliance audits. Include information on whether you provide services to any related industry groups.
- 3. <u>Equal Opportunity</u> Please describe the firm's equal opportunity record as evidenced by the composition of its personnel and the firm's affirmative action and equal employment opportunity policies and practices. The Authority seeks an ethnically diverse team of professionals assigned to its account. Please describe the firm's workforce diversity and any plans or efforts to improve or broaden its diversity.
- 4. <u>Community Investment</u> Please describe in detail the efforts made by your firm to support or invest in disadvantaged Connecticut communities in the past 5 years.
- 5. <u>Affirmative Action</u> What is your firm's Affirmative Action and Equal Employment Policy and what proportion of your firm's professionals are minorities and women?
- 6. <u>Staff</u> Please list names and provide a brief professional background, relevant experience and education of personnel to be assigned to this engagement.
- 7. <u>Fees</u> Please provide the following:
  - a. How you would propose to charge the Authority for your services.
  - b. Annual/hourly fees and expenses for each of the next three (3) years.
  - c. Proposed fee schedule
- 8. <u>References</u> Please provide three (3) client references where relevant expertise can be demonstrated.
- 9. <u>Conflicts of Interest</u> Please disclose any potential conflicts of interest. Also, please provide the Authority with a comprehensive client list of qualified CHEFA borrowers such as colleges, independent schools, cultural institutions or healthcare organizations for whom you act as Auditor.
- 10. <u>Pending Litigation</u> Please indicate if your firm has any pending litigation.

## Requested Exhibits (not included in the 15-page proposal limit):

- 11. <u>Insurance</u> Please identify the firm's professional liability insurance provider and indicate the extent of the coverage.
- 12. <u>Standard Contract</u> A copy of the company's engagement letter and standard contract, with terms and conditions, for review by the Authority.
- 13. Please include a copy of your company's IRS Form W-9.

## **State of Connecticut Contracting Requirements**

- 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.
- 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.
- 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. The CONTRACTOR and its authorized signatory of this Agreement demonstrate their understanding of the obligation set forth in this section by initialing in the following box:
- 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. <u>Contract Representation of CHEFA's Authorized Signatory.</u> 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 most qualified 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 represents that it 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.

[If none check this box and sign	n below]	
Consultant's Name and Title		Name of Firm (if applicable)
Start Date	End Date	Cost
The basic terms of the consulting a	ngreement are:	
Description of Services Provided:		
Is the consultant a former State em    YES   NO	ployee or former pu	ublic official?
If YES: Name of Former State A	agency	Termination Date of Employment
	ements Representat	signatory to this Agreement, swears that the tion provision in this Exhibit is true to the best of my alse statement.
Signature of person signing this Con	tract	
Print Name		
Date:		
Sworn and subscribed before me on the	nis day of	, 2022.
		Commissioner of the Superior Court or Notary Public
	<u>-</u>	My Commission Expires



# 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: Contribution Date Name of Contributor Recipient <u>Value</u> **Description**

Sworn as true to the best of my knowledge and bel	ief, 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
Comm	nissioner of the Superior Court (or Notary Public)My Commission Expires