



CHEFA

The Authority on Nonprofit
Financing in Connecticut

Request for Proposal

FOR ARBITRAGE CONSULTING AND COMPLIANCE SERVICES

August 8, 2024

Deadline: Wednesday, September 18, 5:00 p.m.

Connecticut Health and Educational Facilities Authority
Request for Proposal
Arbitrage Consulting and Compliance Services

INTRODUCTION

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

The Authority seeks proposals from firms with established expertise in the area of tax-exempt municipal finance generally and specifically for 501(c)(3) healthcare, higher education, private secondary schools, human service providers, early childhood education centers and cultural institutions. Proposals should highlight the recent experience of your firm in transactions involving public entities and quasi public agencies similar to the Authority.

QUALIFICATIONS

- Respondents must be capable of servicing the account and meeting the required due dates for any number of bond issues. (The Authority currently has approximately 205 tax exempt issues outstanding)
- Respondents must be in sound financial condition.
- Respondents must have professional errors and omissions liability insurance coverage with limits of at least \$5.0 million, underwritten by carriers acceptable to the Authority.
- Respondents must have access to and/or affiliation with qualified tax attorneys.

SCOPE OF SERVICES

The Authority will consider each respondent’s ability to provide comprehensive, quality service to the Authority, as well as its reputation and fee structure. At a minimum, the services provided to the Authority by its arbitrage consulting and compliance services provider will include the following:

For each issue assigned, the selected firms will be required to:

- Consult with the Authority regarding the nature of the issue and collect all necessary documentation and investment data.
- Perform all typical and routine duties associated with arbitrage calculations and reporting to the Internal Revenue Service (IRS).
- Review documentation for elections and eligibility for spending exceptions.
- Calculation and reporting of the rebate liability installment and final calculation dates.
- Compliance with and calculation of yield restriction/yield reduction payments requirements for installment and final calculation dates.
- Deliver a comprehensive report that includes: a) all relevant arbitrage yield, rebate, yield reduction and penalty calculations, including methods used, assumptions, and conclusions; b) identification of all payment liabilities; and c) any necessary compliance activities. The report must include an opinion letter regarding the calculations for obligations issued by the Authority, which shall provide, among other things, that such calculations were performed in compliance with federal tax law.
- Prepare all necessary Form 8038-Ts ready for filing with the IRS within 60 days as required.
- Assist the Authority as necessary in the event of an IRS or other inquiry.

- Consult with Authority staff and the Authority's bond and tax counsel as necessary regarding arbitrage-related matters, record keeping and compliance, strategies to maximize investment earnings while complying with tax regulations and changes in tax laws and their effects on outstanding issues and future issuance.
- Provide annual liability estimates for each June 30 when requested.
- Assist the Authority with any other arbitrage compliance-related services requested.

PROPOSAL SUBMISSION

Please respond to the following requests in the order in which they are presented:

1. Describe your firm's experience in providing arbitrage consulting and compliance services in general, and specifically with regard to transactions issued by conduit issuers. Highlight experience with complex tax-exempt structures. Include at least one example of work performed at the specific branch office which will have primary responsibility for this engagement. These examples should reflect currently applicable laws, rules, and regulations.
2. Describe the firm's capabilities, qualifications and experience with performing arbitrage compliance service for issuers with complex debt issuances including, but not limited to variable rate debt issues, swap transactions, transferred proceeds, commingled funds and replacement proceeds.
3. A copy of a sample report anticipated to be issued for this engagement including bond yield calculation with a swap, transferred proceed analysis and comingled fund analysis. Reports must include assumptions and methodology.
4. Identify the individual(s) who would be working on day-to-day activities with Authority staff. Provide a brief description of their experience, office location, and accessibility.
5. Describe in detail the information and assistance you will require from Authority staff. Include your needs for bond issuance and investment information, and any special reporting formats that may be required.
6. Describe the legal expertise available within or to your firm, particularly with regard to the provisions of Section 148(f) of the Internal Revenue Code and Regulations promulgated there under. Describe the assurance you can provide to the Authority that work performed is consistent with federal tax and other applicable laws. Explain whether the necessary legal advice will be provided within your firm or by a subcontractor. Describe any legal opinions that may be required to satisfy each calculation.
NOTE: If the requisite legal expertise is available within your firm, describe your firm's expertise with the relevant provisions of the Internal Revenue Code and applicable rules and regulations. If the legal advice is to be provided outside your firm, identify the source of this expertise, and explain the source's knowledge of the relevant Code and Regulation sections. Explain any mark-ups you will add to the cost for outside legal advice. Provide an estimate of the scope and cost of legal advice, including estimated hours for a typical complex matter and fee rates.
7. Describe your firm's process for adapting to changes in the tax law and the impact on your clients.
8. Identify three recent clients that we may contact as references. Provide the following information for each reference: name, title, company address, and phone number as well as a brief summary of the services provided and the type of bond issue(s).
9. Discuss your firm's experience within the State of Connecticut.
10. Describe in detail the efforts made by your firm to support or invest in disadvantaged Connecticut communities in the past 5 years.
11. Describe the firm's equal opportunity record as evidenced by the composition of firm 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.
12. Please disclose any criminal, civil litigation or administrative proceedings involving allegations of securities law violations by your firm or its employees during the last five years
 13. Describe any other lines of business conducted by your firm that could conflict with your service as financial advisor to the Authority? Please specify how you would propose to resolve any such conflict, including ensuring that there would be no real or apparent compromise of your objectivity as the Authority’s tax arbitrage rebate service provider?
 14. Provide a schedule of compensation for the services identified under Scope of Services. Please state a separate fee for each service. Firms will be compensated based on the actual services provided to the Authority.

STATE OF CONNECTICUT STATUTORY 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”). The SEEC Notice is available at:

<https://portal.ct.gov/-/media/OPM/Fin-General/OPM-Form1-CampaignContributionCertification-8-18-Final.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 (See **Exhibit A**) and is also available in a fillable form 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.

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 B** with their proposal.

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

C.G.S. §§4a-60 and 4a-60a 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 RFP will include the provisions required by the above referenced statutes. See paragraphs 1-3 of **Exhibit C** 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 made 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 C** 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 C** 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.

EVALUATION AND SELECTION PROCESS

The Authority will conduct the selection process for arbitrage consulting and compliance services providers, with a recommended list of providers provided to the Board of Directors for final approval. Evaluation of firms will include, but will not be limited to: compensation, the reputation of the firm, the scope of services to be provided, the reputation and experience of the management and staff to be assigned to the Authority, and other value added services that may be provided.

RFP FORMAT AND SUBMISSION REQUIREMENTS

The total length of the response is limited to 15 pages, excluding any exhibits and requested reports.

Please submit a copy of your firm's response to this RFP via email by no later than **Wednesday, September 18, 2024 at 5:00 p.m.** in PDF format to Michael Morris at mmorris@cheffa.com and Kara Stuart at kstuart@cheffa.com.

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

1. To reject any or all proposals.
2. To conduct investigations or request further information relating to the qualifications of any or all respondents.
3. To supplement, modify or cancel this request for proposals without notice or substitution of another such request.
4. To reevaluate a proposal or selection if there are any changes in the substance of the proposal.

The Authority shall not be liable for any cost incurred in connection with responding to this proposal.

PROPOSAL SCHEDULE

- RFP Issued – **August 8, 2024**
- Proposals are due by no later than **September 18, 2024 at 5:00 p.m.**
- Any questions related to the RFP will be accepted until 5:00 p.m. on **September 6, 2024**. Responses will be posted on the Authority's website by 5:00 p.m. on **September 11, 2024**.
- Notification of Interviews, if necessary, by no later than **September 23, 2024**.
- Interviews, if necessary, to be conducted **the week of September 30, 2024**.
- Authority Board Action on Selection of Arbitrage Consulting and Compliance Services Providers by no later than **October 16, 2024**.

The initial term of this Agreement shall be from January 1, 2025 until December 31, 2027.

Exhibits Attached:

- Exhibit A – SEEC Contractor Campaign Contribution Certification Form
- Exhibit B – CHEFA Third Party Fees Affidavit
- Exhibit C – CHEFA Contracting Requirements



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 B

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 and sign below]

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 C

State of Connecticut Contracting Requirements

1. **CGS Section 4a-60.** In accordance with Connecticut General Statutes Section 4a-60(a), as amended, and to the extent required by Connecticut law: (i) [**CONTRACTOR'S NAME**] (“Contractor”) agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, 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 such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, 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 such Contractor that such disability prevents performance of the work involved; (ii) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission on Human Rights and Opportunities; (iii) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers’ representative of the Contractor’s commitments under General Statutes Section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (iv) the Contractor agrees 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 Commission on Human Rights and Opportunities pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e, 46a-68f, and 46a-86; and (v) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of Connecticut General Statutes Sections 4a-60 and 46a-56, and (vi) the Contractor shall include provisions (i) through (v) of this section in every subcontract or purchase order entered into by the 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 Commission on Human Rights and Opportunities and take such action with respect to any such subcontract or purchase order as the commission 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(a), as amended, and to the extent required by Connecticut law: (i) the Contractor agrees and warrants that in the performance of the Agreement, such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (ii) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers’ representative of the Contractor’s commitments under Connecticut General Statutes Section 4a-60a, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (iii) the Contractor agrees to comply with each provision of Connecticut

General Statutes Section 4a-60a and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statutes Section 46a-56; (iv) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of Connecticut General Statutes Sections 4a-60a and 46a-56; and (v) the Contractor shall include provisions (i) through (iv) of this section in every subcontract or purchase order entered into 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 Commission on Human Rights and Opportunities and take such action with respect to any such subcontract or purchase order as the Commission on Human Rights and Opportunities 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. The authorized signatory of this Agreement demonstrates their understanding of the obligation set forth in this section by signing this Agreement.
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 Contractor's

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 of this Agreement, represents to its best knowledge and belief and subject to the penalty of false statement as provided in Connecticut General Statutes Section 53a-157b, 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, Contractor, 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 no agreements leave blank]

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