



CONNECTICUT STUDENT LOAN FOUNDATION

Request For Proposal

June 21, 2017

To Whom It May Concern:

The Connecticut Student Loan Foundation (CSLF) is requesting proposals from qualified firms wishing to serve as Portfolio Administrator of CSLF's federal student loan, private student loan and bond portfolios.

CSLF seeks proposals from firms with established expertise in guaranteed Federal Family Education Loan Program (FFELP) student loans, private student loans and bond financing, reporting and compliance. A minimum of five years' experience administering guaranteed federal student loan portfolios is required and proposals should highlight recent experience.

CSLF is a Connecticut State chartered nonprofit corporation and quasi-public agency established pursuant to Title IV of the Higher Education Act of 1965, for the purpose of improving educational opportunity. Generally, CSLF is empowered to achieve this purpose by providing appropriate services incident to the administration of programs which are established to improve educational opportunities. CSLF is no longer making or acquiring loans and will cease operations when all its outstanding bonds have been paid and it no longer holds loans. CSLF is a subsidiary of the Connecticut Health and Educational Facility Authority (CHEFA) and CHEFA is a quasi-public agency of the State of Connecticut.

It is anticipated that the initial term of the Administration Agreement will be three (3) years with the option to renew for additional three (3) year terms or longer if mutually agreed upon by both parties. The selected firm must enter into an Administration Agreement containing terms and conditions satisfactory to CSLF, including a provision for termination for convenience upon ninety (90) days prior written notice. Please submit a form of an Administration Agreement, for the services requested in this RFP, for consideration by CSLF. CSLF reserves the right to use its own form of agreement.

Responses to the RFP

Your firm's submission relating to this RFP should include a response to the questions and requests for information included in the attached **Exhibit A, as well as the materials required by Exhibits B, C, D, and E. Please be sure to include the required undertakings set out on Exhibit A in your response.**

Proposal Schedule

- RFP Issued **June 21, 2017**
- All RFP questions must be submitted via email to: jweldon@chefa.com with a copy to dpinney@chefa.com by **June 29, 2017**. Responses to questions will be posted on the CSLF website (www.cslf.com) by **July 7, 2017**.
- Proposals are due by no later than **July 26, 2017 at 12:00 noon**.
- **Interviews will be scheduled for the week of August 28, 2017.**
- Authority Board Action on Selection of Portfolio Administrator on **September 20, 2017**.

Selection Process

Evaluation of firms will include, but will not be limited to: the reputation of the firm, the scope of services to be provided, cost, the reputation and experience of the professionals assigned to the Authority, and other value added services that may be provided.

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. CHEFA requires that proposals in response hereto be provided on the same basis.

2. CHEFA Gift Ban Policy (C.G.S. §§4-250 to 4-252)

CHEFA has adopted a gift ban policy that, with very limited exceptions, prohibits the acceptance by CHEFA employees of anything of value, from parties doing business or seeking to do business with the CHEFA. In addition, pursuant to the State Code of Ethics, Members of the Board of Directors, as well as employees of the CHEFA, are subject to strict restrictions on the acceptance of gifts from parties doing business, or seeking to do business, with the CHEFA. **Please complete and sign the Gift and Campaign Certification attached as Exhibit B.**

3. Consulting Agreement Affidavit (C.G.S. §4a-81)

Please complete and sign the Consulting Agreement Affidavit attached as Exhibit C.

Please note that the affidavit must be updated under certain circumstances.

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

Section 9-612(f) of the Connecticut General Statutes prohibits “principals” (AND CERTAIN FAMILY MEMBERS) of State contractors and prospective State contractors from donating and soliciting certain campaign contributions. CHEFA is required to provide all prospective State contractors with a copy of the Notice to Executive Branch state Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations which has been included as Exhibit D. **Please complete and sign Exhibit D.**

5. Nondiscrimination Requirements (C.G.S. Sections 4a-60 and 4a-60a)

C.G.S. §§4a-60 and 4a-60a, as amended, require an entity or individual entering into a contract with the State or certain of its political subdivisions, including quasi-public agencies, to provide the contracting agency with a written affidavit, representation or other acceptable documentation that certifies the contractor’s compliance with the State’s nondiscrimination agreements and warranties set forth in C.G.S. §§4a-60 and 4a-60a and to periodically update such documentation. **(Please complete and sign the required certification attached as Exhibit E.)**

By submitting a response to this RFP, a proposer agrees to the inclusion of the language set forth in **Exhibit F** in any Administration Agreement entered into with CSLF in connection with this RFP.

6. Freedom of Information Act

CSLF 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. Pricing and cost proposals are subject to disclosure under the FOIA and should not be marked confidential. 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 CSLF reserves the right to reject any such proposal. CSLF 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 CSLF or any of its officers, directors or employees have any liability for the disclosure of documents or information in CSLF's possession where CSLF, or such officer, director or employee believes disclosure is required under the FOIA or other law.

Scope of Services

Primary responsibility of the position is to administer the federal and private student loan portfolios of CSLF. CSLF's portfolio of loans is predominantly federal student loans backed by a federal guarantee. Approximately 2% of the portfolio is private student loans. The total loan portfolio is approximately \$245 million, and total bond portfolio is approximately \$232 million. Position responsibilities include handling all administrative tasks related to CSLF bond and loan portfolios, as described in Appendix A, as well as board meeting reports, rating agency interactions as needed to fulfill information requests, and ensuring that CSLF is meeting all federal and state requirements.

Official Statements, CSLF Board minutes, Audited Financial Statements and other information regarding CSLF's operations can be found on www.cslf.com/investors.

RFP Format and Submission Requirements

1. The total length of the response is limited to 15 pages, excluding team resumes which can be provided in an appendix.
2. Please submit a copy of your firm's response to this RFP via email no later than **Wednesday, July 26, 2017 at 12:00 noon** in PDF format to: jweldon@chefa.com and dpinney@chefa.com.

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

1. To reject any or all proposals.
2. To conduct investigations, request an interview with any or all proposers, or request further information from any or all proposers relating to their proposals or qualifications.
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.

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The Authority shall not be liable for any cost incurred in connection with responding to this proposal. All RFP questions must be submitted via email to jweldon@cheffa.com and dpinney@cheffa.com by **June 29, 2017**. Responses to questions will be posted on the CSLF website (www.cslf.com) by **July 7, 2017**.

Sincerely,

Jeanette W. Weldon

Jeanette W. Weldon
Executive Director

Attachments:

- Appendix A
- Attachment 1
- Exhibits A - F

Duties of the CSLF Portfolio Administrator

In general, the duties of the Administrator include but are not limited to the following:

Manage the loan portfolio to ensure compliance with (i) servicing contracts between Connecticut Student Loan Foundation ("CSLF") as issuer with its third party Servicers; (ii) the terms of the Indenture and; (iii) all other relevant documents. Manage relationships with all vendors, including the loan servicer, collection agency, and Trustee. Manage CSLF's participation in the Federal Government's Not For Profit Servicer Program.

Maintain such accurate and complete accounts, records and computer systems pertaining to each Loan File as shall enable CSLF to comply with the Indenture and with all State and Federal requirements.

Manage processes and records in accordance with, and otherwise complying with, all applicable servicer requirements, the failure to comply with which might adversely affect the eligibility of one or more of the Loans for federal reinsurance, Interest Subsidy Payments, Special Allowance Payments or Guarantee Payments. Respond to inquiries of borrowers on such Loans, monitor borrowers' status, furnish monthly and annual statements with respect thereto to CSLF and the Trustee, and taking such other actions as may be required by applicable servicer requirements.

Promptly and routinely furnish the Trustee with copies of all material reports, records, and other documents and data as the Trustee may require or as may otherwise be required by applicable servicer requirements.

Produce a clear and precise audit trail for each Loan to comply with such other reporting, servicing, and applicable operating standards.

Make reasonable efforts to claim, pursue and collect all Guarantee Payments from any applicable Guaranty Agency and comply with applicable servicer requirements with respect to claiming, pursuing and collecting such payments.

Make reasonable efforts to claim, pursue and collect all applicable Interest Subsidy Payments, Special Allowance Payments and other similar payments from the Department of Education with respect to any of the Loans as and when the same shall become due and payable.

Prepare and file with the Department of Education on a timely basis all claim forms and other documents and filings necessary or appropriate in connection with the claiming of applicable Interest Subsidy Payments, Special Allowance Payments and other similar payments with respect to Loans.

Use reasonable efforts to collect the amount of any delinquencies in as timely a fashion as may be reasonably practicable.

Provide the Trustee and CSLF access to the Loan Files.

Transfer funds to the Trustee for deposit to the credit of the appropriate account.

Perform such calculations and prepare for execution by CSLF and cause the preparation by other appropriate Persons of, all such documents, reports, filings, instruments, certificates and opinions as it shall be the duty of CSLF to prepare, file or deliver pursuant to the Indenture, and taking all appropriate action that it is the duty of CSLF to take in connection with any document, report, filing, instrument, certificate or opinion prepared by it, upon direction of the CSLF Executive Director.

Manage the bond redemption process by conducting a monthly cash flow analysis and making a redemption recommendation to the CSLF Executive Director. Prepare and transmit all necessary documentation to affect the redemption, upon direction of the Executive Director.

Maintain accounts and records with respect to each Loan accurately and in sufficient detail to permit: (i) determination at any time of the status of such Loan, including payment history, delinquency status and status recoveries made and payments owing (and the nature of each); and (ii) reconciliation between payments or recoveries on (or with respect to) each Loan and the amounts from time to time deposited in the Revenue Account in respect of such Loan.

Create and submit all necessary reports for federal filings and to meet the requirements of the Indenture.

Provide all necessary financial and related reports as required by CSLF's accounting staff, the Federal Government, or the Trustee pursuant to the Indenture.

Upon the request of CSLF Executive Director, within five (5) business days of receipt of such request: (a) such information concerning the Loan portfolio as may be requested for purposes of inclusion of information in any disclosure document of CSLF in connection with the continuing disclosure obligations of CSLF with respect to any Series of Bonds; (b) such information concerning the Loan portfolio as may be reasonably necessary to permit CSLF to respond to Rating Agency requests; or (c) such information concerning the Loan portfolio as may be reasonably necessary to permit CSLF to comply with Indenture requirements.

CSLF as the Issuer desires to have the Administrator perform certain of the duties of the Issuer referred to in the Indenture and related documents, or required by the Higher Education Act with respect to the Financed Eligible Loans and to provide such additional services as shall be set forth in an Administration Agreement to be negotiated and executed.

The Administrator agrees to perform the duties of the Issuer under the Indenture upon direction by the CSLF Executive Director or pursuant to the Administration Agreement entered into with CSLF. The Administrator shall monitor the performance of the Issuer and its third party Servicers as applicable and shall advise the CSLF Executive Director when action is necessary to comply with the Issuer's duties under the Indenture. The Administrator shall prepare for execution by the Issuer, or shall cause the preparation by other appropriate persons or entities of; all such documents, reports, filings, instruments, certificates and opinions that it shall be the duty of the Issuer to prepare, file or deliver pursuant to which the CSLF Executive Director shall take all appropriate action that is the duty of the Issuer to take pursuant to the Indenture and related documents or under the Higher Education Act.

In carrying out the foregoing duties or any of its obligations under the Administration Agreement entered into with CSLF, the Administrator may enter into transactions or otherwise deal with any of its affiliates only with the CSLF Executive Director's consent.

See Attachment 1 for an outline of expected tasks.

The following provides a general overview and should not be considered a full and complete list of all required tasks.

Daily

- Daily cash reconciliation – Trustee and loan servicer balances
- Daily valuation UBS rate swap

Monthly

- Portfolio and trust account reconciliation in conjunction with accountants
- Issuer's Report (includes consolidation fee rebate calculation, servicing & administrative fee calculation and remittance instruction to CSLF)
- Work with accounting staff as needed to facilitate preparation of monthly financial statements and maintenance of accurate accounting records
- Monitor cash flow – operating and Trust
- Accounts Payable invoice review for general operating and Trust
- Auction rate notifications
- Not for Profit Servicer team meeting
- Recommend amount of Bond redemptions based on projected cash flows; manage bond redemption process

Quarterly

- Payment to US Department of Education (LaRS)
- Bond Surveillance report compiled and posted to CSLF website
- Bond interest rate auction results compiled and posted to CSLF website
- Interest rate reset for private loans (tied to prime)
- Board meeting agenda / notifications / minutes / packages
- Form 941

Annually

- 1099
- W-2 /W-3
- Form 990
- Lender audit guide (due by December 31))
- Participate in audited financial statement process
- Register with GMEI (swap market participant)
- EdFinancial financial statements and SOC1
- EdFinancial servicing review
- Not for Profit team meeting (Knoxville)
- Annual report to Governor and Legislature (2 versions annually)
- Annual budget
- Loss reserve recommendation (federal and private loans)

As Needed

- Contract review and negotiation
- Record retention
- Website posting / maintenance
- EMMA notifications
- Borrower research, miscellaneous correspondence
- Servicer management (collection, processing questions relating to private loans or federal loans, etc.)
- Collection management (private loans)
- Unclaimed funds management (CT negative reporting only remains)
- Banking relationships
- Special Board meeting and committee meeting agenda /notifications minutes /packages
- CT state audit
- Common review initiatives / DOE audit responses
- Other activities as directed by Executive Director and/or Board

CSLF Portfolio Administrator

REQUEST FOR PROPOSAL

I. General Information

1. **Background Information:** Provide a brief description of your firm and its ownership structure. Discuss the location(s) of the office(s) from which the primary work on this engagement is to be performed.
2. **Qualifications:** Please describe your firm's experience and qualifications to serve as Portfolio Administrator to CSLF. Be specific and please do not submit lengthy marketing materials.
3. **Personnel:** Provide brief resumes summarizing the backgrounds and qualifications of the specific individuals in your firm who would be assigned to work with CSLF. Specify the person who will serve as the primary day-to-day contact and provide contact information. Discuss the primary roles that other members of your team will fill. Indicate how the quality and availability of the staff over the term of the agreement will be assured. (Resumes may be included as an appendix to your proposal.)

II. Connecticut Experience

Discuss your firm's experience within the State of Connecticut. Describe your firm's commitment to the State of Connecticut and whether you have offices or employees in the State. Describe your firm's corporate citizenship policies in the State of Connecticut including the charitable contribution of money and time; local procurement of goods and services; development or participation in internship programs or scholarships; and policies with regard to the use of women-owned, minority-owned and small business enterprises.

III. Student Loan Expertise

1. **Loan Products:** Please describe your experience and expertise with regard to student loan consolidation products and administration of guaranteed FFELP student loans and private student loan portfolios.
2. **Bond Financing:** Please describe your experience and expertise with regard to bond financing and indenture and continuing disclosure reporting and compliance matters.

3. **Resources:** Discuss your firm's analytical and quantitative resources including commercially available software programs and internally created programs.

4. **Student Loan Financing:** Summarize in tabular format your consultant experience with student loan financings including private and FFELP loans specifying the client, nature and date of the assignment, length of the engagement, and any other relevant information.

5. **Relevant Assignments:** Describe in more detail a relevant consulting engagement of your firm within the last three years.

6. **References:** Provide the name, title, address and telephone number of three client references CSLF may contact in connection with your proposal.

7. **Overall Case:** Make the case for why your firm is most qualified to provide the services described in Appendix A.

IV. Firm Details

1. **Affirmative Action:** What is your firm's Affirmative Action and Equal Employment Policy and what proportion of your firm's professionals are minorities and women?

1. **Litigation:** Please disclose pertinent details of any pending, threatened, or concluded criminal proceedings/charges, civil litigation or bankruptcy, regulatory or administrative proceedings, including allegations of securities law violations involving your firm, its owners, officers or employees during the last five years.

2. **Insurance:** The Foundation will require your firm to have at least \$2 million of D&O insurance, at least \$1 million of E&O insurance, at least \$1 million general liability insurance, and at least \$1 million cyber security insurance. Please state your company's types and levels of coverage.

3. **Protection of Personal Information:** Please describe your information security program and how personally identifiable information will be protected.

4. **Potential Conflicts:** Are there any other lines of business conducted by your firm that could conflict with your service as Portfolio Administrator for CSLF? 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 CSLF's portfolio administrator.

V. Compensation

Please provide your fees for services and other work necessary to meet the objectives of your proposal and describe how the fees will be assessed and charged. Please detail any other fees and expenses you would anticipate in connection with this engagement.

VI. Required Undertakings

Please remember to include the following required undertakings in your response:

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

2. Completed and signed Exhibits B, C, D and E.



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful 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 initial contract execution 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. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

- CHECK ONE:** Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
- Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) 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 request for proposals for state contracts or the negotiation or award of state contracts or (ii) 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.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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



SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

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.

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.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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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.

“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 fund-raising 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 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.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix

TITLE

COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,

www.ct.gov/seec

Click on the link to "Lobbyist/Contractor Limitations"

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EXHIBIT F

(a) CGS Section 4a-60. In accordance with Connecticut General Statutes Section 4a-60, as amended, and to the extent required by Connecticut law, **CONTRACTOR** agrees and warrants as follows: (1) 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, 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, 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; (2) 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”); (3) 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; (4) 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; (5) 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 (6) to include provisions (1) through (5) 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.

(b) 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: (1) 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; (2) 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; (3) 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; (4) 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 (5) to include provisions (1) through (4) 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.

(c) Required Submissions. CONTRACTOR agrees and warrants that (1) it has delivered to CSLF a certificate signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate or company policy in the form attached as Attachment A to this Agreement; (2) if there is a change

in the information contained in the most recently filed certificate, CONTRACTOR will submit an updated certificate not later than the earlier of the execution of a new contract with the state or a political subdivision of the state or thirty days after the effective date of such change; and (3) CONTRACTOR will deliver an affidavit to CSLF annually, not later than fourteen days after the twelve-month anniversary of the most recently filed affidavit, stating that the affidavit on file with CSLF is current and accurate.