



**Request for Proposals for a
MUNICIPAL BOND DEBT SERVICE RESERVE
INSURANCE POLICY**

Relating to:

**CONNECTICUT TEACHERS' RETIREMENT FUND BONDS
SPECIAL CAPITAL RESERVE FUND**

June 23, 2023

**State of Connecticut
Office of the State Treasurer**

Submission Deadline: Friday, July 7, 2023, 2:00pm EDT

**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

**REQUEST FOR PROPOSALS
FOR A
MUNICIPAL BOND DEBT SERVICE
RESERVE INSURANCE POLICY**

		<u>Page</u>
Section I	Introduction and Purpose of the RFP	1
Section II	Minimum Qualifications	2
Section III	Required Content for Responses	2
Section IV	Instructions for Submission	3
Section V	Selection Criteria	3
Section VI	RFP Conditions	4
Attachment A	Required Standard Contract Provisions and Campaign Contribution Certification	

Section I - Introduction and Purpose of the RFP

The Office of the Treasurer of the State of Connecticut (the “State”) hereby requests proposals from qualified firms (each, a “Respondent”) interested in providing a Municipal Bond Debt Service Reserve Insurance Policy (“DSR Surety Policy”) in the amount of up to \$381 million in connection with the Special Capital Reserve Fund (“SCRF”) related to the State’s Taxable General Obligation Bonds (Teachers’ Retirement Fund 2008 Series A – Current Interest Bonds) and Connecticut Teachers’ Retirement Fund Bonds (Teachers’ Retirement Fund 2008 Series B – Capital Appreciation Bonds) (collectively the “2008 Bonds”).

On April 30, 2008, the State issued the 2008 Bonds to help fund the Teachers Retirement Fund. The 2008 Bonds included a covenant that required the full funding of an Actuarially Determined Employer Contribution (“ADEC”) based on a closed amortization period ending in 2032, unless adequate provision is made for the protection of bondholders. In 2019, the State determined to extend the amortization period and, in order to provide adequate provision for the protection of the bondholders in compliance with the covenant, legislation was passed that created the Teacher’s Retirement Fund Bonds Special Capital Reserve Fund (“TRF-SCRF”). The legislation requires that the TRF-SCRF be funded at Maximum Annual Debt Service (“MADS”) on the 2008 Bonds. The TRF-SCRF MADS requirement is \$381 million and it is currently funded with cash. If any deficiency arises, the TRF-SCRF is to be re-filled with deposits from the CT Lottery Corporation.

Effective June 12, 2023 the TRF-SCRF statute was amended to allow the State Treasurer to fund the TRF-SCRF with a financial guaranty which may include any letter of credit, surety bond, insurance policy, guaranty or similar instrument issued by a bond or insurance company or other financial institution. Accordingly, the State is seeking proposals for a \$381 million DSR Surety Policy to fund the TRF-SCRF. The TRF-SCRF will remain in place until the final maturity of the 2008 Bonds on March 15, 2032 (unless otherwise retired earlier). The State Treasurer is authorized to pledge the full faith and credit of the State, and pledge the moneys required to be deposited in the fund to the State’s payment obligations under any agreement entered into pursuant to the legislation.

The State reserves the right to select one or more firms to provide a DSR Surety Policy or alternative financial guaranty. The State expects to close on this transaction as soon as practicable.

The official statement for the 2008 Bonds is available at <http://buyctbonds.com/wp-content/uploads/2017/01/GO-2008-AB-TRF-CIB-CAB.pdf> and the amendment to the TRF-SCRF statute authorizing the use of a financial guaranty (among other changes) in sections 151 et seq of the budget bill for FY 24-25 can be found here: <https://www.cga.ct.gov/2023/TOB/H/PDF/2023HB-06941-R00-HB.PDF>. Attachment A includes the State’s contracting provisions which are required to be incorporated into any agreement entered into with the State.

Section II – Minimum Qualifications

Firms must meet the minimum qualifications specified below. Subject to the right of the State to waive any deficiencies, the failure of a firm to meet all of the minimum requirements will result in the proposal's immediate disqualification.

- The firm must have a long-term rating within the top two rating categories of at least one nationally recognized statistical rating organization.
- The firm must have provided a minimum of three (3) DSR Surety Policies within the last three (3) years valued at \$10 million or greater.
- The firm must possess the applicable license(s) required to transact financial guaranty insurance in the State of Connecticut and be in good standing with applicable regulatory authorities.

Section III – Required Content for Responses

All proposals must include the following.

1. Indicate the DSR Surety Policy commitment amount (up to \$381 million) and provide a premium fee quote. Also, please discuss if the premium would change based on the amount of the commitment accepted by the State (i.e. \$381 million vs. some lesser amount). The commitment letter must be signed by a person authorized to bind the Respondent to all commitments made in the proposal.
2. A statement that all necessary credit approvals are in place or, if not, how long before that process would be complete.
3. Provide the firm's long-term credit rating(s) (including outlook) as of the date of this RFP.
4. List a minimum of three (3) DSR Surety Policies within the last three (3) years valued at \$10 million or greater. Include issuer, date of surety and amount of surety.
5. The State expects that any draw on the TRS-SCRF would be funded first from available cash, and then from any DSR Surety Policy. If there is more than one (1) DSR Surety Policy in place, the surety draws would be made on a pro-rata basis among the providers. The State expects that any funds contributed to the TRS-SCRF, including from the Connecticut Lottery Corporation, would be applied to reimburse such draws pro rata, and that the amounts available under DSR Surety Policies would be reinstated to the extent of such replacements, exclusive of amounts owed in respect of interest or fees. Please advise if the terms of a DSR Surety Policy issuable by you would differ.
6. Provide a form of the DSR Surety Policy, form of agreement and/or any other documents the State would be required to execute in connection with the issuance of the DSR Surety Policy.
7. While closing on the DSR Surety Policy is expected to occur as promptly as practicable, please indicate if the commitment has an expiration date.

8. A statement that the Respondent meets the minimum qualifications set out in Section II (Minimum Qualifications) of this RFP.
9. A statement that the Respondent has read and accepts the State's required contract provisions in (Attachment A), which will be incorporated into any agreement entered into with the State and the contract compliance requirements set forth in this RFP.
10. A statement that Respondent has thoroughly reviewed the RFP and acknowledges and accepts all the RFP Conditions set forth in Section VI.
11. A duly signed Campaign Contribution Certification (Attachment A-2).
12. A statement that Respondent has the required licenses to provide a DSR Surety Policy in the State and provide a copy of a certificate of good standing (or similar certificate) from the applicable regulatory authority for this insurance policy.
13. Provide the name, title, address, telephone number, and e-mail address of the person the State should contact in connection with your proposal.

Section IV – Instructions for Submission

Proposals must be received by 2:00 p.m. (EDT) on July 7, 2023, emailed to CT-DEBT-RFP@ct.gov and jnyikita@acaciafin.com. All communications regarding this Request for Proposals must be directed to Sarah K. Sanders, Deputy Treasurer (CT-DEBT-RFP@ct.gov) and Josh Nyikita, Acacia Financial Group, Inc. (jnyikita@acaciafin.com). All communications with the Office of the Treasurer or any person representing the Office concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by a Respondent and its representatives or agents may result in disqualification. The RFP team will meet to review any questions submitted in writing by Respondents, prepare written responses and post written questions and answers for all bidders on OTT RFP page.

Section V - Selection Criteria

All proposals will be reviewed to determine conformance with all the requirements of this RFP. The State reserves the right to request clarifying information subsequent to submission of the proposal if necessary. The State reserves the right to negotiate with firm(s) selected, as the State may deem appropriate in its sole discretion. The criteria used to select the firm shall include, but not be limited to:

1. Commitment amount and fee.
2. The firm meets the Section II Minimum Qualification requirements.
3. Acceptable terms and conditions of the DSR Surety Policy and related documents to the State, in its sole discretion.

Section VI – RFP Conditions

1. All proposals submitted in response to this RFP will become the sole property of the Office of the Treasurer.
2. The Treasurer is required, as a part of the procurement process, to certify that each Respondent awarded a contract through this RFP was not selected as a result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
3. By submitting its proposal, the Respondent warrants that all information provided in response to this RFP is accurate and complete as of the date of submission. The Respondent has an ongoing obligation during the pendency of this RFP to inform the Office of the Treasurer if any information previously provided is no longer true or complete, and to provide updated information. Failure to do so is grounds for disqualification.
4. The Office of the Treasurer may amend or cancel this RFP at any time, if the agency deems it to be necessary, appropriate, or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in the Respondent's proposal not being considered.
5. Any costs and expenses incurred by the Respondents in preparing or submitting proposals, including travel expenses incurred to attend the Respondents' meetings or interviews are the sole responsibility of the Respondent.
6. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the Office of the Treasurer at the Respondent's sole cost and expense.
7. The Respondent represents and warrants that the proposal is not made in connection with any other respondent and is in all respects fair and without collusion or fraud. The Respondent further represents and warrants that the Respondent did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of Office of the Treasurer participated directly in the Respondent's proposal preparation.
8. All responses to the RFP must conform to instruction. Failure to comply with any requirements of this RFP may be considered appropriate cause for rejection of the response.
9. The Treasurer reserves the right to award in part or to reject any and all proposals in whole or in part for misrepresentation, or if a Respondent is in default of any prior State contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The Office of the Treasurer also reserves the right to waive technical defects, irregularities, and omissions if, in its judgment, the best interest of the State will be served.
10. The Treasurer reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a respondent and subsequently awarding the contract to another respondent. Such action on the part of the Office of the Treasurer shall not constitute a breach of contract on the part of the agency since the contract with the initial respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the Office of the Treasurer and the Respondent.
11. Prior to its engagement by the Office of the Treasurer, the successful Respondent(s) shall furnish the Office of the Treasurer with a current and valid Letter of Good Standing issued by the State of Connecticut Department of Revenue Services, pursuant to Connecticut General Statutes 12-2 (if applicable). The failure of the successful respondent to timely provide a Letter of Good Standing prior to engagement may result in the removal and replacement of the successful respondent.

12. **Confidential Information.** Respondents are advised that the Office of the Treasurer is a constitutional Office of the State of Connecticut and its records, including responses to this RFP, are public record. All responses to this RFP shall become the property of the Office of the Treasurer and will be kept confidential until such time as a contract is executed or negotiations for the award of such contract have ended. Thereafter, submissions are subject to public inspection and disclosure under the State of Connecticut Freedom of Information Act, Connecticut General Statutes Sections 1-200 *et seq.*, as may be amended from time to time (“FOIA”).

If a Respondent in good faith believes that any portion of its submission is exempt from public disclosure under FOIA, then, in order to maintain confidentiality, such Respondent (a) should include an explanation containing the precise statutory basis for such exemption from disclosure under FOIA, and (b) the material claimed to be exempt should be clearly marked “Confidential.” The Treasurer will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for any inadvertent or intentional disclosure of such information, materials, or data. Submissions marked as “Confidential” in their entirety will not be honored as such, and the Treasurer will not deny public disclosure of all or any part of such submissions so marked. Only information marked “Confidential” that is accompanied with a precise statutory basis for such exemption under FOIA shall be safeguarded.

By submitting information with portions marked as “Confidential,” the Respondent (a) represents that it has a good faith reasonable belief that such information is exempt from disclosure under FOIA pursuant to the precise statutory basis for such exemption, and (b) agrees to reimburse the Treasurer for, and to indemnify, defend and hold harmless the Treasurer, its officers, fiduciaries, employees and agents from and against, any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys’ fees, expenses and court costs of any nature whatsoever arising from or relating to the Treasurer’s non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

13. **Contract Compliance Requirements.** The State of Connecticut is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities. Accordingly, the Treasurer may not award any contract that does not include a nondiscrimination affirmation provision. Refer to Attachment A for the required provision.

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, we are providing you, via the link below, with a copy of a summary of the State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes: [Contractors-Guide-to-the-Code-of-Ethics-Rev-11-2021.pdf](#) Such summary shall be incorporated by reference into the contract. Refer to Attachment A for the required provision.

Connecticut law requires certain representations and disclosures regarding whether any consulting agreements have been entered into in connection with such contract. This includes any consulting arrangement whereby the duties of the consultant include communications concerning business of the Office of the Treasurer, whether or not direct contact with the agency, any agency or public official or state employee was expected or made. The Professional Services Agreement further requires representations regarding the absence of gifts, fraud or collusion in connection with this contract. Refer to Attachment A for the required representations and disclosures.

The Respondent must accept the Office of the Treasurer’s standard contract provisions in Attachment A or provide acceptable revisions.

14. **State of Connecticut Contracting Requirements.** Attachments [X], [X]-1 and [X]-2 are incorporated into this Agreement as if fully set forth herein.

ATTACHMENT A

State Contracting Provisions

[Remainder of Page Intentionally Left Blank]

Attachment A

State of Connecticut Contracting Requirements

1. CGS Sections 4a-60 and 4a-60.

(a) In accordance with Connecticut General Statutes Section 4a-60(a), as amended, and to the extent required by Connecticut law, the Company agrees and warrants as follows: (i) in the performance of this contract 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 the Company 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 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 the Company that such disability prevents performance of the work involved; (ii) in all solicitations or advertisements for employees placed by or on behalf of the Company, 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"); (iii) to provide each labor union or representative of workers with which the Company has a collective bargaining agreement or other contract or understanding and each vendor with which the Company has a contract or understanding, a notice to be provided by the CHRO advising the labor union or workers' representative of the Company's commitments under Connecticut General Statutes Section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (iv) 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; and (v) 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 the Company as relate to the provisions of Connecticut General Statutes Sections 4a-60 and 46a-56, and (vi) to include provisions (i) through (v) of this section in every subcontract or purchase order entered into by the Company in order to fulfill any obligation of this contract, 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) In accordance with Connecticut General Statutes Section 4a-60a(a), as amended, and to the extent required by Connecticut law, the Company agrees and warrants as follows:

(i) that in the performance of this contract, the Company 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) to provide each labor union or representative of workers with which the Company has a collective bargaining agreement or other contract or understanding and each vendor with which the Company has a contract or understanding, a notice to be provided by the CHRO advising the labor union or workers' representative of the Company'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) 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; (iv) 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 the Company which relate to the provisions of Connecticut General Statutes Sections 4a-60a and 46a-56; and (v) to include provisions (i) through (iv) this section in every subcontract or purchase order entered into by the Company in order to fulfill any obligation of this contract, 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.

2. **Nondiscrimination Affirmation.** The Company 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 contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of such statutes.

The Company and its authorized signatory of this contract demonstrate their understanding of the obligation set forth in this section by initialing in the following box: ☐

3. **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 Company, for itself and on behalf of all of its principals or key personnel who submitted the proposal to the State Treasurer's Office represents the following:

- (a) That no gifts were made by (i) the Company, (ii) any principals and key personnel of the Company, who participate substantially in preparing bids, proposals or negotiating State contracts, or (iii) any agent of the Company 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 Company, or agent of the Company or of such principals and key personnel, knows of any action by the Company to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Company to provide a gift to any such public official or State employee; and
 - (c) The Company is submitting bids or proposals without fraud or collusion with any person.
4. **Contract Representation of State'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, State's authorized signatory to this contract represents that the selection of the most qualified firm 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.
5. **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 Company's authorized signatory to this contract 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 Company's principals of the contents of the notice. See **Notice A-1** - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations. The Company confirms that it has submitted a Campaign Contribution Certification to the State, as required by Connecticut General Statutes Section 9-612(f)(2)(F). See **Certification A-2** – State of Connecticut Campaign Contribution Certification (OTT Form 6 – Effective November 2022).

6. **Consulting Agreements Representation.** Pursuant to section 4a-81 of the Connecticut General Statutes, the Company represents that it has not entered into any consulting agreements in connection with this contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (a) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (b) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (c) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided _____

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

☐ YES ☐ NO

If YES: _____

Name of Former State Agency

Termination Date of Employment

7. **Summary of State Ethics Laws.**

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Company the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this contract as if the summary had been fully set forth in this contract; (b) the Company represents that the chief executive officer or authorized signatory of the contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

NOTICE A-1

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 01/22
Page 1 of 3



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

CERTIFICATION REQUIREMENT

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

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

Each certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

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



PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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



DEFINITIONS (CONTINUED)

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

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

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

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

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

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

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

CERTIFICATION A-2



STATE OF CONNECTICUT
OFFICE OF THE TREASURER

Legal and Policy Attachment 6

Revised 11/2022

CAMPAIGN CONTRIBUTION AFFIDAVIT

INSTRUCTIONS:

Review the State Contractor Notice ("Notice") available through the following link: [SEECStateContractorNotice.pdf](#). You have a duty to inform your principals of the requirements in the Notice. Pursuant to C.G.S. §9-612(f)(2), disclose all contributions made in the previous 4 years by you or your principals. Attach additional pages, if necessary. The certifications below ensure compliance with C.G.S. §§1-84(n), 9-612(e) and 9-612(f). If, in the ordinary course of business, you do not maintain the information needed to complete this form, you must perform the inquiry necessary to do so. Sign and date this certification, under oath, subject to the penalties of false statement.

If there is a change in the information contained in certification required by C.G.S. §9-612(f)(2), you must submit an updated certification no more than 30 days after the effective date of such change, or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

CAMPAIGN CONTRIBUTION DISCLOSURE AND CERTIFICATION:

Contributions made in the previous 4 years by Respondent, or any of its principals, to any party committee, exploratory committee, candidate for a Connecticut state-wide office or its General Assembly, or political committee authorized to make contributions to or expenditures to or for the benefit of such candidates:

Contribution Date	Name of Contributor	Recipient	Value	Description

Enter "none" if you have made no contributions in the previous 4 years

I certify to the following:

(a) Neither Respondent, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for a Connecticut state-wide office or its General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous 4 years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of C.G.S. §9-612(f)(2), without mitigating circumstances having been found to exist concerning such violation;

(b) None of Respondent's principals, or political committee established by Respondent, contributed to, or solicited any contributions on behalf of, an exploratory committee or candidate committee established by the current State Treasurer as a candidate for nomination or election to the office of State Treasurer, in violation of C.G.S. §1-84(n)(2); and

(c) At no time while under contract with, or otherwise doing business with, the office of State Treasurer, has any of Respondent's principals, or political committee established by Respondent, contributed to, or solicited any contribution on behalf of, an exploratory committee or candidate committee established by any candidate for nomination or election to the office of State Treasurer, in violation of C.G.S. §9-612(e)(2).

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

Signed:

Print Name & Title:

Company/Firm ("Respondent"):

Subscribed and acknowledged before me this __ day of __, 20__.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires: _____