

Agreement Signing Instructions

To assist you in executing the CHFA Contract Documents, please note that there are 4 places for you to sign and 1 place to initial;

- Agreement
 - Confirm entity legal name, property name and address, TDC and grant amount
 - Add Legal Name and Sign
- CHFA Rider
 - Read Attachments: 1-6
 - Agreement date: Leave blank – we will add when executed by CHFA
 - Contractor: Legal name of Owner
 - Submission date: date signed by Owner representative
 - Insert entity name on signatory page
 - Print name of person signing rider, initial same
 - Sign and notarize
- State of CT Campaign Contribution Certification (Attachment 1)
 - Check initial Certification (unless you previously filed a form and there has been a change)
 - Contribution date – add N/A unless adding a contributor
 - 2nd page – Contractor name is the legal name of the Owner, add Owner name and name of person authorized to sign.
 - Have notarized
- SEEC Form 10 (Attachment 2)
 - Signed by authorized signatory

Please scan all documents and send via pdf to CHFA Project Manager for review prior to mailing the signed Agreement copies.

HOUSING AUTHORITY SMALL IMPROVEMENT PROGRAM (HASIP)

FUNDING AGREEMENT

Resident Fund – Basic Needs Pantry

Funding Agreement ("Agreement") made and entered into by and between the CONNECTICUT HOUSING FINANCE AUTHORITY (CHFA) and the HOUSING AUTHORITY.

WHEREAS, under the provisions of the Housing Authority Small Improvement Program, CHFA is authorized to support preservation of public housing owned by housing authorities by funding initiatives that improve the living environments of the tenants of such public housing; and

WHEREAS, the Housing Authority is qualified to receive the funding; and

WHEREAS, the Housing Authority has submitted an application setting forth a proposed use of funds and CHFA has approved such application (the "Application"); and

WHEREAS, said Application is incorporated herein by reference and made a part hereof, as if set forth herein in full.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, CHFA and the Housing Authority hereby agree as follows:

1. CHFA hereby awards funds in the amount of \$_____ to the _____ (legal name of Housing Authority) for purposes set forth in the Application subject to the terms of this Agreement.
2. The Housing Authority agrees that funds provided pursuant to this Agreement shall be used in accordance with the Application, Housing Authority Small Improvement Program requirements and this Agreement.
3. The Housing Authority agrees any changes in the use of funds must be approved by CHFA in writing prior to an expenditure of funds.
4. The Housing Authority agrees to maintain and furnish to CHFA financial statements, surveys and other reports as required by CHFA to monitor the use of funds. A confirmation of the use of funds and evidence of any payments shall be due to CHFA 120 days after the effective date of the Funding Agreement.
5. Failure to comply with the terms of this Agreement will result in termination of this Agreement and CHFA may, in its sole discretion, require repayment of all CHFA funds.
6. The Housing Authority agrees that it is in compliance with and will remain in compliance with the CHFA Statutory Provisions, Certifications and Affidavits attached hereto and made a part hereof.

Signed under notice of penalty for false statement, Connecticut General Statutes Section 53a-157b.

The Effective Date of this Agreement is the date on which it is executed by CHFA.

CONNECTICUT HOUSING FINANCE AUTHORITY

(Legal Name)

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

RIDER TO AGREEMENT

Agreement:

HOUSING AUTHORITY SMALL IMPROVEMENT
PROGRAM (HASIP) FUNDING AGREEMENT

Agreement Date:

Contractor:

Submission Date:

_____, 20____

Ethics. Contractor hereby acknowledges receipt of the CHFA Ethics Statement and hereby represents, warrant and certifies to CHFA that throughout the term of this Agreement, Contractor will comply with the applicable requirements of Chapter 10 of the Connecticut General Statutes, as amended.

Nondiscrimination; Connecticut General Statutes §4a-60 & Connecticut General Statutes §4a-60a. Contractor hereby represents, warrants and certifies to CHFA that Contractor has a policy in place that complies with, and will remain in compliance with throughout the term of this Agreement, the nondiscrimination agreements and warranties set forth in Connecticut General Statutes §4a-60(a)(1) and §4a-60a(a)(1), as amended.

The authorized signatory of Contractor confirms, acknowledges and demonstrates their understanding of the obligations set forth in Connecticut General Statutes §4a-60 & §4a-60a by initialing here:

Print Name: _____ Initials: _____

Campaign Financing Contributions; Connecticut General Statutes §9-612(f) & (g). Contractor has delivered to CHFA a completed SEEC Form 10 Notice in accordance with Connecticut General Statutes §9-612(g)(1), a copy of which can be obtained at the following internet link: https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf

Contractor hereby represents, warrants and certifies to CHFA:

(1) that Contractor has received a copy of the written notice advising state contractors and prospective state contractors of the contribution and solicitation prohibitions set forth in Connecticut General Statutes §9-612(f)(2)(A) & (B);

(2) that Contractor has not made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office 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

violation of Connecticut General Statutes §9-612(f)(2)(A) & (B) without mitigating circumstances having been found to exist concerning such violation; and

(3) Contractor's chief executive officer or authorized signatory of this Agreement has completed and delivered to CHFA the State of Connecticut Campaign Contribution Certification in accordance with Connecticut General Statutes §9-612, set forth on **Exhibit C**, attached hereto and made a part hereof.

Occupational Safety & Health; Connecticut General Statutes §31-57b. Contractor hereby represents, warrants and certifies to CHFA that Contractor is not in violation of, is in compliance with, and will remain in compliance with the requirements set forth in Connecticut General Statutes §31-57b throughout the term of this Agreement.

Notice: All representations, warranties and disclosures contained above are sworn as true to the best knowledge and belief of the below authorized signatory and any false statements made herein are punishable under the penalty for false statement set out in §53a-157b of the Connecticut General Statutes.

CONTRACTOR:

ENTITY NAME:

By: _____
Name:
Title:

Sworn and subscribed before me on this ____ day of _____, 20____.

Notary Public/Commissioner of the Superior Court

Attachments

1. State of Connecticut Campaign Contribution Certification
2. SEEC Form 10
3. Ethics Statement
4. C.G.S. §4a-60 & §4a-60a, as amended by P.A. 21-76
5. C.G.S. §9-612(f)(2)(A) & (B), as amended by P.A. 21-76
6. C.G.S. §31-57b



**STATE OF CONNECTICUT
CAMPAIGN CONTRIBUTION CERTIFICATION**

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

INSTRUCTIONS:

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

Check One:

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

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

<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

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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 (f) (2) 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.

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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 return 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 under this chapter, (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, (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this subdivision, or (v) mere attendance at a fundraiser.

“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.

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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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