



REQUEST FOR PROPOSALS

NEW MARKETS TAX CREDITS COMPLIANCE CONSULTANT

Publication Date: Friday August 9, 2019
Proposals Due: Thursday August 29, 2019 by 3:00 p.m. (Eastern)

Overview

CHEFA Community Development Corporation (the “Corporation” or “CHEFA CDC”) seeks a qualified consulting firm experienced with the federal New Markets Tax Credit (“NMTC”) program (the “Program”) to provide Community Development Entity (“CDE”) compliance services to the Corporation, for a period not to exceed two (2) years commencing the later of March 1, 2020 or announcement of the NMTC Program calendar year (CY) 2019 award allocations. The Corporation seeks services relating to annual reporting to the CDFI Fund’s Awards Management Information System (“AMIS”), review of the Corporation’s proposed Qualified Low-Income Community Investments (“QLICI”) and Qualified Active Low-Income Community Business (“QALICB”) and review of the Corporation’s compliance with the accountability requirements as set forth in Internal Revenue Code §45D(c)(1)(B) and related regulations or guidance (“Accountability Test”).

Background

The Corporation is a recently formed nonprofit subsidiary of the Connecticut Health and Educational Facilities Authority (“CHEFA” or “Authority”) whose sole purpose is to provide investment capital to low-income communities located in the State of Connecticut in accordance with the Federal Government’s NMTC Program. The Corporation has been certified as a Qualified CDE and will be applying for its first allocation of NMTC during the Program’s CY2019 Round.

CHEFA is a quasi-public agency and political subdivision of the State of Connecticut created to assist Connecticut-based nonprofit institutions in the construction, financing, and refinancing of projects. The primary role of the Authority is to provide nonprofit institutions access to tax-exempt public and private debt markets as a conduit issuer. Since inception, CHEFA has issued over \$21.3 billion in tax-exempt bonds for qualified nonprofit institutions.

Scope of Services

At a minimum, the services provided to the Corporation by the respondent (“Respondent”) will include the following:

- I. Assist the Corporation in its annual AMIS Reporting to the Community Development Financial Institutions Fund (“CDFI”)
- II. Assist the Corporation by reviewing all proposed QLICs to ensure compliance with the Corporation’s NMTC Allocation Agreement with the CDFI
- III. Assist the Corporation in determining project’s NMTC eligibility and QALICB status
- IV. Semi-annual review of the Corporation’s advisory board to ensure compliance with the requirements of the Accountability test

Qualifications

The Respondent must have extensive experience providing the services described above for other CDEs. Experience working with Public/Quasi-Public Agencies is desirable.

Proposal Requirements

The Respondent’s proposal must address the following items completely and follow the order and format as listed below. Also, please include a copy of your company’s IRS Form W-9 with your submission.

- I. Identifying Information
 - a. Full legal name, address, and type of legal entity
 - b. Federal Employer Identification Number
 - c. Name, telephone number, and e-mail address of the representative who is authorized to discuss and/or negotiate the proposal

- II. Method for providing each service enumerated above, under Scope of Services
- III. Staffing for each service above:
 - a. Please identify the individuals(s) who will be responsible for services to the Corporation, including biographies
 - b. How will work be divided amongst these individuals?
- IV. Compensation: Please provide fee proposals for the services described above as follows:
 - a. Hourly Billing: please provide hourly billing rate for the individuals who will work on the account and an estimate as to the total cost for each service; and
 - b. Flat Yearly Fee: please provide a flat yearly fee for the services.
- V. NMTC Compliance Experience
 - a. Describe your client base and number of clients.
 - b. Provide two (2) examples of recent engagements with Scope of Services similar to those described in this RFP.
 - c. Does your firm have experience working with CDEs created by Public/Quasi-Public Agencies?
- VI. Please provide the name, address, telephone number, and e-mail address for three (3) clients that can be contacted as references.
- VII. Affirmative Action
 - a. What your Affirmative Action and Equal Employment Policy?
 - b. What proportion of your employees are minorities and women
- VIII. Please provide a brief description of any pending litigation and any criminal, civil litigation or administrative proceedings involving allegations of securities law violations by your firm or its employees during the last five years.
- IX. Please describe the insurance carried by your firm, including coverage limits.
- X. Conflicts of Interest
 - a. Please disclose any potential conflicts of interests.
 - b. How would propose to resolve any such conflict?
- XI. Required Forms (See Contractual Relationships with Quasi-Public Agencies)

Proposal Submission

The total length of the response is limited to 15 pages. In addition, all materials required by Exhibits A, B, C, D, and E identified under **CONTRACTUAL RELATIONSHIPS WITH QUASI-PUBLIC AGENCIES** must be included with your submission. The Corporation shall not be liable for any cost incurred in connection with responding to this proposal.

Please submit a copy of your firm's response to this RFP via email no later than **Thursday, August 29, 2019 at 3:00 p.m.** in PDF format to the following individuals:

Dan Kurowski dkurowski@chefa.com

Debrah Galli dgalli@chefa.com

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

- I. To reject any or all proposals.
- II. To conduct investigations or request further information relating to the qualifications of any or all Respondents.
- III. To supplement, modify or cancel this request for proposals without notice or substitution of another such request.
- IV. To reevaluate a proposal or selection if there are any changes in the substance of the proposal.
- V. Accept a proposal based on consideration other than cost.
- VI. Negotiate with any firm in any manner deemed to be in the best interest of the Corporation.
- VII. Interview any or all Respondents (the costs associated therewith are the sole responsibility of the Respondent).

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

Please direct any questions, no later than **August 23, 2019 at 3:00 p.m. EST**, to Dan Kurowski at dkurowski@chefa.com. Answers to questions will be posted on the CT DAS (das.ct.gov) and CHEFA websites.

Selection Process and Proposed Schedule

Staff of the Corporation will conduct the selection of the NMTC Compliance Consultant(s). Evaluation of Respondents will include, but will not be limited to: Respondent's qualifications, reputation of the firm, proposed approach, availability, and fees.

Engagement will be contingent on the Corporation being awarded a NMTC Allocation for the CY2019 round.

Proposal Schedule

- RFP Issued –**August 9, 2019**
- Questions due no later than –**August 23, 2019 at 3:00 p.m. EST**
- Response to questions will be posted on the CT DAS (das.ct.gov) and CHEFA websites on – **August 26 at 3:00 p.m. EST**
- Proposals are due no later than – **August 29, 2019 at 3:00 p.m. EST**
- Notification of phone interviews, if any, no later than – **August 30, 2019**
- Phone interviews, if necessary, conducted – **September 4 & 5, 2019**
- Notification of Award no later than – **September 6, 2019**

Contractual Relationships with Quasi-Public Agencies

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

Include the following statement with your proposal:

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

II. **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 refer to the form of the required certification attached as Exhibit A.**

III. Contract Language

By submitting a response to this RFP, a Respondent agrees to the inclusion of the language set forth in **Exhibit B** in any contract entered into with CHEFA CDC in connection with this RFP.

IV. Freedom of Information Act

CHEFA CDC is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). A proposal submitted in response to this RFP, and any files or documents associated with the proposal, including e-mails or other electronic files, will be public records and subject to disclosure under the FOIA. See C.G.S. §§1-200, et seq. The FOIA includes exemptions for, among other things, "trade secrets" and "commercial or financial information given in confidence, not required by statute." See C.G.S. §1-210(b). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, all materials associated with this RFP are subject to the terms of the FOIA and all applicable rules, regulations and administrative decisions. If a Respondent 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 Respondent 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. Respondents should not request that their entire proposal, nor the majority of the proposal, be confidential and CHEFA CDC reserves the right to reject any such proposal. CHEFA CDC 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 Respondent

has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall CHEFA, CHEFA CDC or any of their respective officers, directors, staff or employees have any liability for the disclosure of documents or information in CHEFA's or CHEFA CDC's possession where CHEFA, CHEFA CDC, or any of their respective officers, directors, staff or employees believe disclosure is required under the FOIA or other law.



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Representation by Entity

For Contracts Valued at Less than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, valued at less than \$50,000 for each year of contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF ENTITY:

I, _____ , _____ , of _____
(Authorized Signatory) (Title) (Name of Entity)

an entity duly formed and existing under the laws of _____
(Name of State or Commonwealth)

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
(Name of Entity) (Name of Entity)

agrees to comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

(Authorized Signatory)

(Date)

(Printed Name)

EXHIBIT B

(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, status as a veteran, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by CONTRACTOR that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut and further to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by CONTRACTOR that such disability prevents performance of the work involved; (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 Nondiscrimination Submissions. CONTRACTOR agrees and warrants that (1) it has delivered to CHEFA Community Development Corporation ("CHEFA CDC") an affidavit 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 hereto; (2) if there is a change in the information contained in the most recently filed affidavit, CONTRACTOR will submit an updated affidavit 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 CHEFA CDC annually, not later than fourteen days after the twelve-month anniversary of the most recently filed affidavit, stating that the affidavit on file with CHEFA CDC is current and accurate.