

**State of Connecticut
Department of Social Services
Medicaid Managed Care – HUSKY A, SCHIP Managed Care – HUSKY B, and
Charter Oak Managed Care
For the State of Connecticut
REQUEST FOR PROPOSALS**

010308DSS_HUSKY_CO_RFP

THIRD Addendum

RELEASE DATE – 022108

Clarifications and Attachments A – G

The following information amends the contents of the original RFP issued on January 3, 2008.

1. Delete the reference to Appendix L: Charter Oak Plan Design Worksheet in the Preface to the Request for Proposals. The information is contained in Appendix C: Charter Oak Plan Design Worksheet.
2. Section II 6 Procurement Reference Library – page 9 of the RFP may also be identified as the “Bidders’ Library” which may be accessed through the Charter Oak page of the DSS website at <http://www.ct.gov/dss/charteroak>
3. Section III 4 Proposal Construction Requirements (page 18), delete subsection A – Binding of Proposals and replace with:

A. Binding of Proposal:

Bidders must submit proposals that correspond with the RFP Table of Contents in a format, such as a 3 – ring loose leaf notebook, that will allow updated pages to be easily incorporated into the original proposal. An original (clearly marked – “**Managed Care MCO RFP**”) and eight (8) exact, legible copies of the separate Proposal Parts One through Four must be submitted. The official name of the organization must appear on the outside front cover of each notebook and on each page of the proposal. Location of the name is at the bidder’s discretion.

4. Delete section III 7 Page Limitation (page 18) and replace with:

7. Page Limitation

Part One has no page limitations. All forms shown as Appendices in this RFP and submitted in Part One of the proposal are not subject to page limitations. Part Two is limited to 150 pages, not including resumes or job descriptions. **Part Three is limited to 200 pages not including documents that the Bidder is required to provide as Attachments such as examples of policies, written plans, etc.** Part Four is limited to 10 pages not including audit information and corporate disclosure information.

5. Subsection 8 in Section IV PROPOSAL CONTENTS Part One: Transmittal Communication, Forms and Acceptances was intentionally omitted.
6. Section IV PROPOSAL CONTENTS Part Three: Scope of Work – Contract Template subsection 3.01 Provision of Services **DELETE subsection f (page 40) and delete requirement “b” under The Bidder shall (page 40).**
7. Section IV PROPOSAL CONTENTS Part Three: Scope of Work – Contract Template subsection 3.10 Geographic Coverage subsection b under **“The Bidder shall” (page 50) – the HUSKY A and HUSKY B enrollment by town information is provided in the Bidders’ Library NOT in Attachment X.**
8. Section IV PROPOSAL CONTENTS Part Three: Scope of Work – Contract Template subsection 3.35 Utilization Management and Prior Authorization Requirements (pages 93 – 95). There was a formatting error that resulted in the omission of subsection “c”. **Bidders’ are instructed to identify the subsections in 3.35 as a through i.**
9. Section IV PROPOSAL CONTENTS Part Three: Scope of Work – Contract Template subsection 3.42 Limited Coverage of Some Benefits, **delete subsection a (page 103) and replace with the following:**
 - a. **Some contract services are covered only up to a specified dollar or quantity limit, as set forth in Section 5.21, Service Limits and Exclusions, Appendix A (HUSKY A), Appendix B (HUSKY B) and Appendix C (Charter Oak Plan Design Worksheet). This dollar or quantity limit is the allowance for which the MCO shall be responsible. If the Member decides to access these contract services, the MCO shall cover them up to the specified allowance.**
10. Section IV PROPOSAL CONTENTS Part Three: Scope of Work – Contract Template subsection 5.15 Coinsurance, **delete subsection b 2 (page 137) and replace with the following:**
 2. **The MCO shall impose the specific co-insurance requirements described in Appendix C -Charter Oak Plan Design Worksheet.**
11. Section IV PROPOSAL CONTENTS Part Three: Scope of Work – Contract Template subsection 5.21 Service Limits and Exclusions, **delete subsections a and b (page 143) and replace with the following:**

- a. Consistent with Section 3.42, Limited Coverage of Some Benefits , the MCO shall impose the service limitations and exclusions for HUSKY B and Charter Oak as described in Appendices A, B, and C.
- b. For Charter Oak Members, the MCO shall impose the following coverage limitations:
 1. Outpatient Rehabilitation (speech therapy, physical therapy, and occupational therapy) shall be limited to 30 visits per year for all therapy combined;
 2. Primary Care Behavioral Health visits shall be limited to 30 visits per year and shall be subject to prior authorization;
 3. Durable Medical Equipment (DME) coverage shall be limited to **\$4,000** per year;
 4. Prescription drug and pharmacy services coverage shall be limited to **\$7,500** per year; and
 5. Inpatient Rehabilitation/Skilled Nursing Facility coverage shall be limited to fourteen (14) days per year unless it is documented to be a cost-effective alternative in lieu of hospitalization. The MCO shall submit documentation of cost-effectiveness to the DEPARTMENT, which shall have sole discretion to make this determination for each case. The MCO and Member shall abide by the DEPARTMENT's decision.

12. Section IV PROPOSAL CONTENTS Part Three: Scope of Work – Contract Template subsection 7.05 Lock-In/Open Enrollment, **delete subsection a 1 (page 160) and replace with the following:**

1. The first ninety (90) days of enrollment into a new managed care plan for HUSKY A and HUSKY B members **and the first thirty (30) days of enrollment into a new managed care plan for Charter Oak members** will be designated as the free-look period during which time the Member may change managed care plans.

13. The references to Appendix M, Capitation Payment Amount in Section IV PROPOSAL CONTENTS Part Three: Scope of Work Contract Template section 7.06 Capitation Payments to the MCO subsections a and b (pages 161 and 162) should be revised to Appendix L, Capitation Payment Amount.

14. Section IV PROPOSAL CONTENTS Part Three: Scope of Work – Contract Template section 8 Standard Terms and Conditions (including declarations and miscellaneous provisions) section 8.03 subsection C – Statutory and Regulatory Compliance is amended by the **addition of the following provisions:**

6 d. Executive Order No. 7C: Contracting Standards Board. This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:

- (1) The State Contracting Standards Board (“Board”) may review this Contract and recommend to the state Contracting agency termination of

this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.

(2) For purposes of this Section, "Contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

6e. Executive Order No. 14: Procurement of cleaning products and services. This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

14. WHISTLEBLOWING.

This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for

such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement.

Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

15. CAMPAIGN CONTRIBUTION RESTRICTIONS.

On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

For all State contracts as defined in P.A. 07-1 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 authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 – Attachment G.

15. Appendix A – MCO Contract – Summary Description of Benefits – section B – Covered Services Not Included in the Capitation Payment – **subsection 6 Pharmacy Services (pages 19 – 20 Appendix A) is deleted and replaced with the following:**

6. Pharmacy Services - All pharmacy services provided through a retail pharmacy will be managed and reimbursed directly by the Department. The MCO shall be responsible for all physician administered drugs, including injectables and J-codes, that are provided in a professional office setting. A description of pharmacy products covered under HUSKY A is as follows:

- a. Covered services
 - i. Drugs prescribed by a licensed authorized practitioner. The MCO maintains responsibility for all pharmacy services and associated charges, regardless of diagnosis The MCO may use a prescription drug

formulary as is described in Section 3.15, Pharmacy Access of the contract. CT BHP providers are required to follow the MCO's pharmacy program requirements

- ii. Over-The-Counter (OTC) Drugs on the State of Connecticut's OTC Formulary, including liquid generic antacids, birth control products, calcium preparations, diabetic-related products, electrolyte replacement products, heratinics, nutritional supplements and vitamins (prenatal, pediatric, high potency).
- b. Noncovered Services
- i. Drugs included in the Food and Drug Administration's Drug Efficacy Study Implementation Program;
 - ii. Alcoholic liquors;
 - iii. Items used for personal care and hygiene or cosmetic purposes;
 - iv. Drugs solely used to promote fertility;
 - v. Drugs not directly related to the patient's diagnosis, when diagnosis is required by the DEPARTMENT to be written on the prescription;
 - vi. Any vaccines and/or biologicals which can be obtained free of charge from the CT. State Department of Health Services. The DEPARTMENT will notify pharmacists of such vaccines or biologicals;
 - vii. Any drugs used in the treatment of obesity unless caused by a medical condition;
 - viii. Controlled substances dispensed to HUSKY members that are in excess of the product manufacturer's recommendation for safe and effective use for which there is no documentation of medical justification in the pharmacy's file; and,
 - ix. Drugs used to promote smoking cessation.
 - x. Drugs used to treat sexual or erectile dysfunction.

16. Attachments A – F of 010308DSS_HUSKY_CO_RFP were inadvertently omitted when released on January 3, 2008. Through this addendum the Department is providing the following documents originally referenced in the RFP:

- Attachment A – Procurement Agreement Signatory Acceptance
- Attachment B – Workforce Analysis Form
- Attachment C – Affirmative Action – Notification to Bidders Form
- Attachment D – Smoking Policy
- Attachment E – Lobbying Restrictions
- Attachment F – Integrity in State Contracting Policy Affidavits

In addition the Department has added a new Attachment G – Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban.

This THIRD Addendum to 010308DSS_HUSKY_CO_RFP is being issued by the Issuing Office on the 21st day of February, 2008.

This Addendum must be signed and returned with your submission.

Authorized Signer

Company Name

Approved _____
Kathleen M. Brennan
State of Connecticut
Department of Social Services
(Original Signature on Document in Procurement File)

ATTACHMENT A - PROCUREMENT AND CONTRACTUAL AGREEMENTS
SIGNATORY ACCEPTANCE

Statement of Acceptance

The terms and conditions contained in this Request for Proposals constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document are mandatory for the resultant contract. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

Acceptance Statement

On behalf of _____ I,
_____ agree to accept the Mandatory Terms and Conditions as set forth in the Department of Social Services' Medicaid Managed Care – HUSKY A; SCHIP Managed Care – HUSKY B and Charter Oak Managed Care Request for Proposals.

Signature

Title

Date

ATTACHMENT B - WORKFORCE ANALYSIS FORM

Contractor Name: _____
 Address: _____

Total number of CT employees: _____
 Full-time _____ Part-time _____

Complete the following Workforce Analysis for employees on Connecticut worksites who are:

Job Categories	Totals for all Columns - Male and Female	White (Not of Hispanic Origin)		Black (Not of Hispanic Origin)		Hispanic		Asian Or Pacific Islander		American Indian Or Alaskan Native		Individuals Disabilities	
		male	female	male	female	male	female	male	female	male	female	male	female
Officials and Managers													
Professionals													
Technicians													
Sales Workers													
Office and Clerical													
Craft Workers (Skilled)													
Operators (Semi Skilled)													
Laborers (Unskilled)													
Totals Above													
Totals One Year Ago													
Formal On-The-Job-Trainees (Enter figures for the same categories as shown above)													
Apprentices													
Trainees													
Employment Figures were obtained from _____ Visual Check _____ Employment Records _____ Other: _____													

Workforce Analysis Form (continued)

1. Have you successfully implemented an Affirmative Action Plan?
Yes _____ No _____ Date of Implementation _____
If the answer is No, explain.
- 1.a. Do you promise to develop and implement a successful Affirmative Action Plan?
Yes _____ No _____ Not Applicable _____
Explanation:
2. Have you successfully developed an apprenticeship program complying with §46a-68-1 to 46a-68-17 of the State of Connecticut Department of Labor Regulations, inclusive:
Yes _____ No _____ Not Applicable _____
Explanation:
3. According to EEO-1 data, is the composition of your workforce at or near parity when compared with the racial and sexual composition of the workforce in the relevant labor market area?
Yes _____ No _____ Not Applicable _____
Explanation:
4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
Yes _____ No _____ Not Applicable _____
Explanation:

Contractor's Authorized Signature

Date [WFA 5/93]

ATTACHMENT C - NOTIFICATION TO BIDDERS FORM

The contract to be awarded in response to this RFP is subject to contract compliance requirements mandated by §4a-60 of the General Statutes of Connecticut, and when the awarding agency is the State, §46a-71(d) of the General Statutes of Connecticut. Contract Compliance Regulations codified at §4a-60 et. seq. of the Regulations of the Connecticut State agencies establish a procedure for the awarding of all contracts covered by §4a-60 and 46a-71(d) of the General Statutes of Connecticut.

According to §4-114a-3(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance regulations has an obligation to “aggressively solicit participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in §4a-60 of the General Statutes of Connecticut as a business wherein 51 percent or more of the capital stock or assets belong to a person or persons: “(1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of §32-9n.” “Minority” groups are defined in §32-9n of the General Statutes of Connecticut as “(1) Black Americans, (2) Hispanic Americans, (3) Women, (4) Asian Pacific Americans and Pacific Islanders, or (5) American Indians” The above definitions apply to the contract compliance requirements by virtue of §4-114a (10) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

1. The bidder’s success in implementing an affirmative action plan
2. The bidder’s success in developing an apprenticeship program complying with §46a-68-1 to 46a-68-17 of the Regulations of Connecticut State agencies, inclusive
3. The bidder’s promise to develop and implement an affirmative action plan
4. The bidder’s submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market
5. The bidder’s promise to set aside a portion of the contract for legitimate minority businesses. See §4-114a3 (10) of the Contract Compliance Regulations

INSTRUCTION TO THE BIDDER: The Bidder must sign the acknowledgement below and return it to the Awarding Agency along with the bid proposal. Retain a signed copy in your files.

The undersigned acknowledges receiving and reading a copy of the “Notification to Bidders” form:

Signature

Date

On Behalf of: _____

Organization Name

Address

ATTACHMENT D - SMOKING POLICY

General Statutes of Connecticut

Section 31-40q. Smoking in the workplace: Definitions, employers to establish nonsmoking areas, exemptions.

- a) As used in this section:
- i. "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives, or any organized group of persons.
 - ii. "Employer" means a person engaged in business that has employees including the state and any political subdivision thereof.
 - iii. "Employee" means any person engaged in service to an employer in the business of his employer.
 - iv. "Business facility" means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.
 - v. "Smoking" means the burning of a lighted cigar, cigarette, pipe or any other matter or substance that contains tobacco.
- b) Each employer shall establish one or more work areas, sufficient to accommodate nonsmokers who request to utilize such an area, within each business facility under its control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs that can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in this section may be construed to prohibit an employer from designating an entire business facility as a nonsmoking area.
- c) The State Labor Commissioner may exempt any employer from the provisions of this section if the Commissioner finds that (1) the employer made a good-faith effort to comply with the provisions of this section and (2) any further requirement to so comply would constitute an unreasonable financial burden on the employer.

(P.A. 83-268; P.A. 87-149, S.1, 3; P.A. 91-94; P.A. 95-79, S. 109, 189.)

History: P.A. 87-149 amended Subsection (b) To require employers to establish sufficient nonsmoking areas in business facilities and added Subsection (c) To enable the State Labor Commissioner to exempt certain employers from compliance with those requirements, effective April 1, 1988, P.A. 91-94 amended Subsection (a) By reducing the minimum number of employees from fifty to twenty in Subdiv. (4), P.A. 95-79 amended Subsection (a) To redefine "person" to include limited liability companies, effective May 31, 1995.

Cited. 24C. 666,672-674.

Subsection (b):

Cited. 224C. 666, 674.

ATTACHMENT E - CERTIFICATION REGARDING LOBBYING

Contractor: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Typed Name and Title

Firm/Organization

Date

ATTACHMENT F – INTEGRITY IN STATE CONTRACTING POLICY AFFIDAVITS
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: Initial Certification Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

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

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

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. §9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. §9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. §9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



**STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name _____
Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 200__.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

_____ Awarding State Agency	_____ Planning Start Date
_____ Contract Number or Description	

ATTACHMENT F – INTEGRITY IN STATE CONTRACTING POLICY AFFIDAVITS
CONSULTING AGREEMENT AFFIDAVIT



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to General Statutes of Connecticut §§4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by General Statutes of Connecticut §4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or vendor has not entered into a consulting agreement, as defined by General Statutes of Connecticut §4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in General Statutes of Connecticut §4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Consultant's Name and Title _____ Name of Firm (if applicable) _____
Start Date _____ End Date _____ Cost _____
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 _____

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

Printed Name of Bidder or Vendor _____ Signature of Chief Official or Individual _____ Date _____
Printed Name (of above) _____ Awarding State Agency _____

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court
or Notary Public

**ATTACHMENT G - NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE
STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

SEEC FORM 11

This notice is provided under the authority of General Statutes of Connecticut 9-612(g)(2), as amended by P.A. 07-1, and is for informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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, or solicit contributions 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.

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

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

\$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 \$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 five years, or \$5,000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A. 07-1 may be found on the Web site of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."