

REQUEST FOR PROPOSAL**State of Connecticut Workers' Compensation Commission****Develop, Publish and Distribute the
2009 UPDATE to the "Official Connecticut Practitioner Fee Schedule"*****Term of Contract: Date of Award through March 31, 2010******Bid Closing Date: January 6, 2009******Project Delivery Date: March 27, 2009***

Project Summary

The Connecticut Workers' Compensation Commission seeks bids from methodology experts who have successfully developed medical reimbursement fee schedules for state workers' compensation agencies. This contract will be awarded to the most qualified vendor who can develop, publish and distribute the **2009 UPDATE** to the "Official Connecticut Practitioner Fee Schedule" with new 2009 AMA CPT® (Current Procedural Terminology) codes, descriptions, rules, and fees maintaining the methodology as statutorily mandated under C.G.S. Sec. 31-280(11)(B) as amended by Public Act 07-31, consistent with the Connecticut General Statutes and other applicable federal laws.

Vendor Qualification Requirements:**The Vendor MUST:**

1. Possess a thorough understanding of AMA CPT® codes;
2. At no cost to the agency, possess and maintain for the duration of the contract period, the required AMA CPT® license from the American Medical Association, valid for the duration of this contract, including but limited to:
 - a. Vendor shall obtain or hold any and all license and authorizations from the AMA for the inclusion of AMA CPT® codes and descriptions, including abbreviated descriptions, in the fee schedule and for the right of vendor to reproduce, publish and distribute, and having AMA CPT® codes and descriptions (including any and all royalty fees and other payments);
 - b. Vendor shall obtain any renewals and extensions of said licenses and/or authorizations from the AMA as may be necessary for the term of this contract; and
 - c. Royalty payments shall be a matter solely between Vendor and the AMA, the State of Connecticut and the Workers' Compensation Commission shall be held harmless for any issues regarding payment or lack thereof.
3. Possess the required permission from the American Society of Anesthesiologists, Inc. to use ASA base value units and concomitant licensing with the American Medical Association for AMA CPT® codes related thereto, valid for the duration of this contract;
4. Possess the required knowledge and experience necessary to develop methodology to produce medical fees and billing guidelines consistent with Public Act 07-31 insofar as it amends C.G.S. Sec. 31-280(11)(B);
5. Possess understanding and expert knowledge of laws and regulations of the State of Connecticut pertaining to medical fee assessments;
6. Possess understanding and expert knowledge of federal laws and regulations pertaining to medical fees and physician/medical provider issues;
7. Possess expert knowledge and experience in workers' compensation medical billing codes and practices;
8. Possess expert knowledge and experience in Medicare billing practices with specific expertise in Medicare fee schedule and coding system utilizing RBRVS methodology;

9. Possess prior experience in developing medical fee schedules in which RBRVS methodologies are employed;
10. Possess knowledge and resources to develop relative values and conversion factors for services where there is no established Medicare RBRVS;
11. Possess prior experience in formulating and producing annual revisions to medical fee schedules for medical practitioners who treat injured workers, and demonstrate such experience as required under "Vendor Submission";
12. Possess expert knowledge and comprehension of Connecticut Workers' Compensation laws and regulations;
13. Possess financial stability; and
14. Employ adequate personnel to develop, publish and distribute the **2009 UPDATE** to the "*Official Connecticut Practitioner Fee Schedule*", and demonstrate to agency's satisfaction existence of same.

Product Definition and Requirements:

The Vendor SHALL:

1. Provide the agency with a review of the current "*Official Connecticut Practitioner Fee Schedule*" as follows: review ground rules and general instructions in agency's current fee schedule and provide recommendations for instructions and rules that may require re-evaluation due to changes in AMA CPT® codes, Medicare rules, and industry standards, and submit language to be included in the **2009 UPDATE**;
2. Develop, produce, publish and distribute the **2009 UPDATE** to the "*Official Connecticut Practitioner Fee Schedule*" with AMA CPT® codes, descriptions, rules, and fees maintaining the methodology as statutorily mandated under C.G.S. Sec. 31-280(11)(B) as amended by Public Act 07-31;
3. Produce a deliverable that is consistent with the state and federal laws;
4. Produce a deliverable that includes copyright information and appropriate disclaimers;
5. Provide a statement as to the methodology employed to produce the deliverables in the **2009 UPDATE**;
6. At any time during the term of the fee schedule the vendor shall correct in a timely manner any significant errors in the deliverables that have become apparent to either the vendor or the agency; either party shall give notice to the other of such errors. Vendor shall apprise agency of steps they will take to correct such errors. Such corrections may be released in the form of errata or updates. Any such corrections as per this section shall be at no cost to the agency;
7. Market, distribute and sell to interested persons, in both hard copy and electronic media, similar to prior publications of the "*Official Connecticut Practitioner Fee Schedule*";
8. Agree that all charges for the sale of the **2009 UPDATE** to third parties must be at a rate agreeable to the agency and vendor;
9. Handle all aspects of sale and distribution of product to buyers, including but not limited to typesetting, marketing, and distribution;
10. Assume all responsibility and liability associated with the development, production and distribution of the final product;
11. Furnish twenty (20) copies of the **2009 UPDATE** to the agency at no cost;
12. Provide telephone consultation throughout the contract term at no cost to agency to interpret and clarify the information published in the **2009 UPDATE** to the "*Official Connecticut Practitioner Fee Schedule*", as well as answer questions relating to product development as well as implementation of fee schedule and billing guidelines.

Vendor Submission:

The Vendor SHALL:

1. submit a proposal to develop, publish and distribute the 2009 UPDATE to the "Official Connecticut Practitioner Fee Schedule" with detailed responses to the above criteria with the following caveats :
 - a. begin project immediately upon notification of award;
 - b. deliver a draft production of the **2009 UPDATE** to the "*Official Connecticut Practitioner Fee Schedule*" no later than four (4) weeks from the award;
 - c. allow the agency ten (10) business days to review and submit changes to the draft report;
 - d. deliver a final draft no later than **March 6, 2009**;
 - e. produce the deliverable no later than **March 27, 2009**; and
 - f. take full responsibility for the **2009 UPDATE** to the "*Official Connecticut Practitioner Fee Schedule*" and the methodology used therein, assuring the final product is an accurate and authoritative source of information for health care providers to rely on for medical coding and reimbursement consistent with C.G.S. Sec. 31-280(11)(B) as amended by Public Act 07-31; and
2. submit references including examples with names, addresses and contact information of entities for which a project of similar type has been completed.

Proposal Process: Email questions to **Marilou Lang** - marilou.lang@ct.gov

Basis of Award/Selection Criteria:

The following factors will be used in our selection and are listed in order of importance:

1. Ability to meet specifications
2. Deliverables
3. Price

Sealed Proposals: Sealed Proposals meeting the above requirements must be received **by mail** no later than **4:30 p.m. Eastern Standard Time, on Tuesday, January 6, 2009** addressed to:

Marvin L. Smernoff
Chief Administrative Officer
Chairman's Office
Workers' Compensation Commission
21 Oak Street, 4th Floor
Hartford, CT 06106

CAMPAIGN CONTRIBUTION RESTRICTIONS

For all State contracts as defined in Connecticut General Statutes 9-612(g)(2), as amended by Public Act 2007-1 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 attached State Elections Enforcement Commission - SEEC Form 11 – Exhibits A and B.*

EXECUTIVE ORDERS

The Contract is subject to the provisions of the following Executive Orders, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it:

- (a) Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices,
- (b) Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings;
- (c) Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace;
- (d) Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms;
- (e) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and
- (f) Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development;

NON-DISCRIMINATION CLAUSE

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability, or sexual orientation, including, but not limited to, blindness, unless it is shown by such 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. The contractor further agrees 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, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
 - (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by

said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of section A above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor 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) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;

(4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

NON-DISCRIMINATION CERTIFICATION

The contractor acknowledges that the State of Connecticut amended the non-discrimination provisions of the Connecticut General Statutes section 4a-60(a)(1) and section 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245, and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, to add civil unions to the existing protected classes; and that State contractors are required to adopt policies in support of the new statutes by means of a resolution. Accordingly, the attached Form NDC is a form certification that the successful contractor must deliver executed at the time that it executes the Contract. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract. *See attached Attorney General's Office Non-Discrimination Certification Form – Exhibit C.*

INSURANCE

The contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

SUMMARY OF STATE ETHICS LAWS

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

STATE OF CONNECTICUT**STATE ELECTIONS ENFORCEMENT COMMISSION**20 Trinity Street Hartford, Connecticut 06106

SEEC FORM 11**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by Public Act 2007-1, and is for the purpose of 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—\$2000 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 \$2000 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 \$5000 in fines, or both.

(Exhibit A-1)

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 website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

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,

(Exhibit A-2)

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 or a loan to an individual for other than commercial purposes.

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

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

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

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

(Exhibit A-3)



**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: **(Exhibit B-1)**



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

OPM Ethics Form 1

Rev. 10-31-07
Page 1 of 2

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Table with 5 columns: Contribution Date, Name of Contributor, Recipient, Value, Description. Includes multiple blank rows for data entry.

Lawful Campaign Contributions to Candidates for the General Assembly:

Table with 5 columns: Contribution Date, Name of Contributor, Recipient, Value, Description. Includes multiple blank rows for data entry.

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

(Exhibit B-2)



STATE OF CONNECTICUT
NON-DISCRIMINATION CERTIFICATION

(By corporate or other business entity regarding support of non-discrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I, _____, _____, of _____, an entity
(signer's name) (signer's title) (name of entity)

lawfully organized and existing under the laws of _____ do hereby certify
(name of state or commonwealth)

that the following is a true and correct copy of a resolution adopted on the ____ day of _____,

20__ by the governing body of _____, in accordance with
(name of entity)

all of its documents of governance and management and the laws of _____,
(name of state or commonwealth)

and further certify that such resolution has not been modified, rescinded or revoked, and is, at present,
in full force and effect.

RESOLVED: That _____ hereby adopts
(name of entity)

as its policy to support the non-discrimination agreements and warranties required
under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended
in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of
Public Act 07-142.

WHEREFORE, the undersigned has executed this certificate this ____ day of _____, 20__.

Signature/Title

Printed Name: _____

(Exhibit C)