



**Connecticut Lottery Corporation
15 Sterling Drive
Wallingford, CT 06492
860-713-2791**

**Instant Ticket Delivery and Miscellaneous Messenger Services
Request For Proposals (“RFP”)
CLC202402**

Submission Deadline: 3:00 PM ET, May 16, 2024

**This document is subject to change.
Visit ctlottery.org for the most current information.**

PART I. INTRODUCTION

The Connecticut Lottery Corporation (“CLC”), a quasi-public agency, is soliciting competitive Proposals for the regular delivery of instant tickets and related lottery materials (e.g., point of sale materials (“POS materials”), play slips, claim forms, and the like) to and from the CLC’s more than 2,800 lottery retailers as described in this RFP. The CLC may also require miscellaneous “on call” messenger services to other designated in-state locations as described in this RFP. Proposers should address their ability to provide all or any part of these services in their Proposals – see Part II Statement of Needs. The delivery services portion of this RFP may be provided by the Successful Proposer using its own employees, approved Subcontractors, or a combination of both.

To participate in this RFP, Proposers must, at the time of Proposal submission, have at least three (3) years of continuous experience in business-to-business package delivery and tracking similar in size and scope to the requirements in this RFP, preferably in Connecticut.

A contract award is contingent upon the Successful Proposer satisfying all requirements identified in this RFP, including any licensing obligations set forth by the Connecticut Department of Consumer Protection (“DCP”), the CLC’s regulatory agency. If the Successful Proposer engages Subcontractors, then its Subcontractors must also be licensed by the DCP.

The anticipated initial duration of any resultant contract from this RFP will cover an implementation period, plus five (5) years of services. The CLC and the Successful Proposer may extend the contract for up to five (5) additional years in one or more extensions and in any combination of months or years on mutually agreeable terms and conditions. Proposers must provide pricing for the five (5) year initial contract term.

This RFP is not a contract or an offer to contract and does not obligate the CLC to make an award to any Proposer, negotiate with any Proposer, or pay any costs or damages incurred by Proposers participating in this RFP. Unless and until a written contract is signed by the CLC and a Successful Proposer, the CLC shall have no obligations.

Proposers are prohibited from making unsolicited contact with any CLC employee, member of the CLC Board of Directors, lottery retailer, or State of Connecticut official concerning this RFP or the services described in it, except as set forth in Part I.C. A Proposer’s failure to observe this restriction may result in its disqualification.

Capitalized terms used in this document have the meanings given them in the body of this RFP or in Part VII.

A. OVERVIEW

The CLC seeks a collaborative partner to develop and implement efficient and reliable delivery and tracking of instant ticket and lottery material packages. The systems, workflows, and order-to-delivery processes of the CLC and those of its partner must align with active and engaged communication and a commitment to continuous service improvement. Working closely with CLC to identify and execute opportunities to make systems, processes, and services better, while ensuring confidence, integrity, and security in all service aspects is of the utmost importance.

The Successful Proposer will provide all qualified labor and supervision, vehicles, delivery management, tracking systems, customer service, facilities, equipment, and insurance, and perform all tasks and activities reasonably necessary or inherent for the proper fulfillment of the services.

Deliveries will be made throughout Connecticut and consist of next day and two day delivery, or best service delivery where next day or two day delivery is not requested. Consistent, timely, and secure pickup, handling, and delivery of packages and adherence to chain of custody protocols is of paramount importance to the CLC.

Instant ticket and lottery material packages will be packed and shipped out of CLC’s Wallingford warehouse during the projected term of the contract. An overview of the CLC’s instant ticket order fulfillment process is provided in Appendix A. The Successful Proposer and the CLC will work collaboratively to interface their respective shipping, delivery, and tracking solutions. In responding to this RFP, Proposers must consider the dynamic and changing nature of the CLC’s operations and how they will maintain the continuity of their services in the face of change.

The CLC will use a variety of packaging solutions for both shipping (envelopes, bags, and boxes) and courier type services (shrink wrap, envelopes, and boxes). The Successful Proposer will play an integral role in the CLC’s packing and shipping processes, including collaboration in decisions concerning the types and sizes of packaging used to deliver lottery products.

The Successful Proposer must provide appropriately sized, clean, operable and well-maintained vehicles to minimize delivery delays and expenses. Delivery drivers must carry appropriate company identification at all times. All vehicles and/or delivery drivers must have proper insurance, registration, and a driver’s license during the duration of the contract.

The Successful Proposer and its drivers must act in an efficient, courteous, and respectful manner while on duty and when interacting with CLC employees and lottery retailers. The Successful Proposer will also be expected to provide a responsive account manager and cooperate with the CLC in promptly addressing delivery issues and incidents, including those involving drivers.

B. SCHEDULE

Pre-Submission Q&A Meeting Registration Deadline*	3:00 PM ET, April 11, 2024
Pre-Submission Q&A Meetings	Anticipated on or after April 12, 2024
Questions Deadline*	3:00 PM ET, April 30, 2024
Submission Deadline*	3:00 PM ET, May 16, 2024
CLC Notification to Finalists Invited for Presentations	Anticipated on or after June 10, 2024
CLC Site-Visits of Finalists’ Facilities	TBD with finalists
Preliminary Notice of Award	Anticipated week of June 24, 2024

Dates bearing an asterisk (*) are firm dates and times. All other dates are subject to change in CLC’s sole discretion.

Changes to this RFP, including date changes, will be posted on the CLC’s website (ctlottery.org/PublicSolicitations) as well as on the Connecticut Department of Administrative Services’

CTSource Bid Board (portal.ct.gov/DAS/CTSource/BidBoard, filter by Organization for “Connecticut Lottery Corporation”). The CLC’s website is the official source of information for all CLC procurements.

C. **PRE-SUBMISSION Q&A MEETING; PROPOSER QUESTIONS**

PRE-SUBMISSION Q&A MEETING

The CLC will host a virtual pre-submission Q&A meeting on or after April 12, 2024 to answer relevant questions that prospective Proposers may have about this RFP or the CLC’s needs and requirements. Participation in the pre-submission meeting is optional. Proposers do not need to attend the meeting in order to respond in this RFP. Prospective Proposers that wish to participate in the meeting, however, must register by emailing Purchasing Officer Stephen Day, stephen.day@ctlottery.org, no later than April 11, 2024, 3:00 PM ET.

PROPOSER QUESTIONS

The sole CLC point of contact for this RFP prior to the award of any contract is Purchasing Officer Stephen Day. Email all questions regarding this RFP only to stephen.day@ctlottery.org. The Purchasing Officer will not respond to questions or clarification requests, or award status inquiries, after the deadline for questions.

The CLC will only answer relevant questions that, in its sole judgment, will assist Proposers in providing responsive Proposals. Proposers must identify the specific sections and page numbers of this RFP to which their questions relate, if applicable. Simple text format is preferred. The CLC will post its responses to Proposer questions on its website as addenda. Each Proposer is responsible for checking the CLC’s website to determine if the CLC has issued any addenda and, if so, must complete its Proposal in accordance with this RFP as may be modified by the addenda.

Only this RFP and addenda, if any, may be relied upon by Proposers. No other communications between the CLC and Proposers, including oral statements made by the CLC, shall waive, change, or otherwise modify any of the provisions of this RFP or bind the CLC.

PART II. STATEMENT OF NEEDS

The following services are sought under this RFP. Proposers can propose to handle all, or a portion, of the services requested, below.

- **Primary Shipping Service.** Delivery of instant tickets to and from lottery retailers throughout Connecticut.
- **Secondary Shipping Service.** Delivery of POS materials, instant ticket dispensers, and other standard and non-standard lottery items to and from lottery retailers.
- **Courier Service.** Miscellaneous messenger services, as needed, including pickup and delivery of interoffice mail, packages, and other items to and from the CLC office, state agencies, and other specified locations; bank deposits; post office runs; and other routine or special courier-related tasks.

The minimum requirements and specifications for these services are set forth below. The below section is not intended to be comprehensive; Proposers are encouraged to propose as “offered options” innovative ideas and solutions that exceed the CLC’s requirements (e.g., new technology, streamlining processes) for consideration.

The CLC will finalize the scope of work, goals, and objectives with the Successful Proposer prior to contract execution. Each Proposer is responsible for addressing all relevant issues, providing all legally and regulatory-compliant deliverables, and doing all things necessary for or incidental to the performance of the services.

Any package delivery volumes, package weights, and other estimates found in the below section are for information purposes only and solely to provide Proposers a general understanding of the work needed. The CLC does not guarantee any minimum number of orders or deliveries, volume of packages, or the weight of packages to be delivered. Additionally, while this Part (or other Parts of this RFP) may describe or identify specific CLC processes, equipment, or systems, these may change over the course of the CLC’s contract with the Successful Proposer.

A. PRIMARY SHIPPING SERVICE AND SECONDARY SHIPPING SERVICE

1. DELIVERY TERRITORY

The Successful Proposer must provide on-time, and secure pickup and delivery of instant tickets, POS materials, instant ticket dispenses, and other lottery items to lottery retailers located within all zip codes of Connecticut. The number of retailers has remained between 2,800-2,850 retailers for the past five years. The Successful Proposer must have the capability, capacity, and versatility to accommodate the CLC's changing needs, including those resulting in retailers being added or removed from delivery routes.

2. GENERAL PACKAGE PICKUP & SHIPPING LABELS

The Successful Proposer must pick up packages from the CLC's warehouse located at 15 Sterling Dr., Wallingford, CT 06492 each day, Monday through Friday. The CLC will coordinate with Successful Proposer on consistent pickup and delivery times as well as pickup and delivery processes.

Proposers should address how delivery time is measured relative to the next day and two day deliveries (e.g., delivery by 6 pm falls within the delivery day).

All packages will be packed and sealed with shipping labels affixed by the CLC prior to pickup. See Appendix A for a sample of the label currently used. The Successful Proposer must be prepared to work with the CLC to ensure the CLC produces an accurate label with proper formatting. The CLC will electronically transmit shipping information (i.e., barcode numbers for all packages) to the Successful Proposer's host system prior to pick up from the CLC's warehouse.

3. AVERAGE NUMBER OF PACKAGES PER MONTH AND PER YEAR

The Successful Proposer must deliver, on a monthly basis, an average of 15,000–25,000 packages of instant tickets. The actual number of packages delivered will vary based on new game schedules, retailer orders, and other factors, and the Successful Proposer must be flexible. On a few days each month the package volume is higher by approximately 2,500 packages. The CLC will coordinate the pickup and processing of that volume with the Successful Proposer – incorporating the higher volume into the normal daily package volume or having a separate pickup. The CLC shall provide 2-3 days advance notice for days with higher package volume.

The Successful Proposer must employ proper handling, security, and tracking measures in the pickup and delivery of packages.

4. PACKAGING

The CLC ships instant tickets to retailers in secure packaging envelopes. Currently, the CLC uses Jiffy #7 (14.25" x 19.0") Natural Kraft Utility Self Seal envelopes, which accommodate ticket packs weighing up to ten (10) pounds, but is open to exploring other types of highly secure, durable, protective, and sustainable packaging.

While Proposers must be able to handle the CLC's current Jiffy envelopes, the CLC seeks information from Proposers concerning alternative packaging solutions (e.g., poly bags, corrugate boxes, etc.) to deliver the range of primary and secondary products and materials shipped by the CLC. Proposers in their Proposals must include alternative packaging recommendations based on their industry knowledge and experience. For each packaging solution recommended, provide its manufacturer, product name/number, and size. Proposers should consider the varying weights, dimensions, and fragility of items that will be shipped, as well as the security (e.g., tamper resistance, adhesive strength), durability, and other features desired by the CLC when making their packaging recommendations. It is imperative that adhesive properties of packaging are of sufficient bond strength to ensure proper closure without failure and to avoid loss or damage to package contents due to various stresses that could occur during delivery. If a Proposer requires specific packaging, or if it has experienced challenges in handling and delivering specific packaging, this must be made clear in its Proposal.

5. SCANNING OF PACKAGES AT THE CLC WAREHOUSE

At the time of pickup, the Successful Proposer must scan all packages into its automated tracking system **prior** to leaving the CLC's warehouse and prior to the CLC's close of business. This scan will be compared to the electronic file sent prior to pick up. Discrepancies must be noted in writing to the CLC before the Successful Proposer leaves the CLC's warehouse.

The only exception to the scanning of packages is in the event of a mechanical or electronic failure of the scanning devices. This exception must, however, be reported to the CLC before the Successful Proposer leaves the CLC's warehouse and the packages must be physically counted and the number reported to the CLC, prior to exiting the CLC. In this case, the Successful Proposer is permitted to scan into the tracking system the packages upon arrival at its operating facility.

NOTE: If there is a scanning alternative, that could provide greater efficiencies or improved accuracy, the CLC is receptive to alternative suggestions from Proposers. The goal is to maintain strict controls over inventory. The Successful Proposer's scanning capabilities must be able to integrate with the CLC's software.

6. HANDLING OF PACKAGES

Proposals must include a description of the Proposer's process and controls for scanning, sorting, handling, and storing packages while they are in its custody, both prior to initial delivery attempt and after initial delivery attempt (see #15 Co-mingling of Customer Goods below).

7. PACKAGE TRACKING

The status of all packages must be available to the CLC via the Successful Proposer's automated tracking system (Internet-based, without the need for special equipment or special software). The CLC must be able to determine the complete delivery history and security of the package from its initial transfer to its final delivery, including but not limited to, the specific package location, the date and time a delivery is made, the individual making delivery, the person receiving delivery, and electronic signature capture. The CLC must be notified immediately if a scheduled delivery cannot be completed for any reason.

8. SIGNATURE REQUIREMENT

The Successful Proposer must deliver packages inside the premises of each lottery retail location. At the time of each delivery, the Successful Proposer's drivers must verify the retailer's address and the full name of the retailer's representative receiving the delivery. Drivers must also obtain the representative's signature for proof of delivery. A copy of these signatures must be made available to the CLC electronically or by other means, within a reasonable period of time, as approved by the CLC. Proposals should include a description of the company's delivery signature process, controls, and exceptions.

9. MULTIPLE DELIVERY ATTEMPTS REQUIRED

In some cases, an authorized representative of a lottery retailer (i.e. store owner, manager, clerk, etc.) may not be present to sign for a package, a retailer is closed, or a driver is unable to deliver a package for reasons beyond their control. In these situations, the Successful Proposer must attempt redelivery, at minimum one more time, at no additional cost to the CLC. If these delivery attempts are unsuccessful, then the Successful Proposer will notify the CLC no later than 24 hours after the second unsuccessful delivery attempt and either return the unopened package to the CLC's warehouse at no charge or follow the CLC's alternate instructions.

10. FLEXIBILITY TO ADD, DELETE AND MODIFY RETAILER ADDRESS FILE

The Successful Proposer must be flexible in meeting the CLC's changing delivery needs – for example only, the addition of new retailers, change of address or store name, expansion of distribution points,

adjustments in retail store hours, and additional games. The CLC will coordinate with the Successful Proposer the use of accurate delivery addresses in CLC's system.

11. LOST, STOLEN, DAMAGED, & MISDELIVERED PACKAGES

Instant Ticket Packages. All instant ticket packages must be accounted for if not delivered under normal processes, regardless of their condition. The Successful Proposer must work with the CLC to minimize and mitigate occurrences of this. Liquidated Damages will be negotiated with Successful Proposer in this situation.

Other Packages (The requirements below apply to all other packages that do not contain instant tickets).

a. Definitions

- A "lost package" is a package that is confirmed as being picked up from the CLC but not scanned or recorded through the Successful Proposer's system as delivered and cannot be found at the last known tracking point.
- A "stolen package" is a package taken without the Successful Proposer's consent while in the Successful Proposer's possession, custody, or control.
- A "damaged package" is a package and its content that is damaged beyond practical use that occurred while in the Successful Proposer's possession, custody, or control.
- A "mis-delivered package" is a package in the Successful Proposer's possession, custody, or control that is delivered to a destination other than that appearing on the shipping label.

- b. For packages designated as lost, stolen, or damaged, the Successful Proposer will reimburse the CLC the replacement cost of each lost, stolen, or damaged package determined by the non-retail value of package content. If such packages were lost, stolen, or damaged as a result of a driver's mishandling or failure to properly secure their vehicle, then the Successful Proposer may be assessed liquidated damages.
- c. For a mis-delivered package, the Successful Proposer will pick up and redeliver the package to the correct retailer within 12 hours or liquidated damages may apply. If the contents of the package are not 100% recovered (as compared with the manifest), then the Successful Proposer will reimburse the CLC the non-retail value of each package's replacement cost.
- d. Replacement costs will be credited to the CLC and will appear as a credit on the Successful Proposer's next invoice. Additionally, the Successful Proposer will not bill the CLC for the initial shipping cost or reshipment cost of lost, stolen, damaged, or mis-delivered packages.
- e. The Successful Proposer must contact the CLC immediately after a lost, stolen, damaged or miss-delivered package has been identified.
- f. The Successful Proposer shall not deliver packages that have been opened or otherwise damaged in transit, and shall return such packages to the CLC's warehouse location within two (2) Business Days.

12. MISSED OR LATE DELIVERIES

If the Successful Proposer fails to deliver a package within the agreed upon delivery times without cause or fault of a retailer or the CLC, then the Successful Proposer will credit the CLC the cost to deliver the package on CLC's next invoice. The Successful Proposer shall proceed to deliver the package, unless directed otherwise by the CLC. The Successful Proposer must contact the CLC immediately, but no later than end of business day after a missed or late delivery has been identified.

13. REFUSED DELIVERIES

The Successful Proposer will return all packages refused by the recipient to the CLC's warehouse within two (2) Business Days after refusal. Packages shall not be held at the Successful Proposer's facility for future delivery. The Successful Proposer will provide the CLC a written statement of date, time, and reason codes for unsuccessful delivery on a daily basis.

14. SPECIAL DELIVERY POINTS, DESIGNATED LOCATIONS AND DESIGNATED POINT PERSONS WITHIN RETAIL LOCATIONS

The Successful Proposer must be capable of delivering packages to certain designated locations or to certain designated point person(s). In these special cases, the CLC has negotiated arrangements with the retailers.

15. CO-MINGLING OF CUSTOMER GOODS

The CLC desires to have instant ticket packages separated and secured from other packages while in Proposer's custody. Proposal must describe its plan for this separation and security.

16. SECURE OPERATING FACILITY

The Successful Proposer must maintain a receiving and distribution facility in Connecticut. The CLC and the DCP reserve the right at any time to conduct announced and unannounced inspections of the Successful Proposer's operating facilities, vehicles, and other places used to fulfill the contract. The Successful Proposer will provide the CLC and DCP prompt access, cooperation, and assistance so as not to unreasonably delay such inspections.

Modifications to the Successful Proposer's operating facilities may be required at any time during the contract to meet CLC and DCP security requirements.

17. SECURITY PLAN

The Successful Proposer must provide a written security program that specifically describes how the Successful Proposer will protect packages from damage, theft, and loss while in its possession, custody, or control. The plan must, at a minimum, include the following physical, administrative, and technical security controls:

- a. Damage and Theft Protection. The Successful Proposer must store, transport, and otherwise handle lottery tickets in a responsible and highly secure manner at all times to protect them from damage, loss, and other risks.
- b. Communication Links. Drivers must be in contact with a dispatcher regularly throughout the day and promptly report any incidents that could impact deliveries or instant tickets
- c. Driver Identification. Drivers must carry and display proper company credentials when making deliveries.
- d. GPS Tracking. All driver vehicles must be equipped with a Global Positioning System ("GPS") device that is in good working order, is turned on at all times while transporting instant ticket packages, and provides real-time tracking of driver locations. Real-time and historical driver location information must be made available to the CLC promptly upon its request.
- e. Access to Facilities and Equipment. The CLC and the DCP shall have the right to unannounced and unfettered access to the Successful Proposer's facilities and equipment, and those of any Subcontractor at all times for security inspections and audit of security controls.
- f. Access to Vehicles. The CLC and the DCP shall have the right to unannounced and unfettered access to the Successful Proposer's vehicles and those of any Subcontractor delivering instant tickets and lottery related material, at all times for purposes of confirming compliance with CLC's security, safety, and cleanliness requirements.
- g. Video Cameras and Space Segregation. The CLC requires the use of video surveillance cameras at the Successful Proposer's facilities and those of its Subcontractors, as well as full access to videotapes or other recording media. Further, the Successful Proposer must designate a separate space that must be kept segregated and locked from the business and goods of its other customers for the storage and processing of instant ticket packages.

- h. Facilities Visitor Log. The Successful Proposer and its Subcontractors must maintain accurate and up-to-date logs of visitors to their facilities.
- i. Security and Privacy of CLC and Player Information. The Successful Proposer will have and maintain written policies, controls, and awareness training to manage and ensure the protection and privacy of player information, instant ticket information, and other confidential data and records that the CLC shares with the Successful Proposer or that may be generated or handled by the Successful Proposer during the contract.
- j. Lost Records. In the event of lost or damaged records necessary for the performance of the contract where such loss or damage is due to the error or negligence of the Successful Proposer or occurs within or through its environment, the Successful Proposer will be responsible for promptly recreating or reloading from backups such lost or damaged records at no cost to the CLC.
- k. Incident Reporting. The Successful Proposer must have protocols for the reporting of and response to incidents and allegations that threaten the integrity of the lottery or the operation of the CLC. Such incidents include, without limitation:
 - Actual or suspected compromise of the security and confidentiality of retailer and player data or CLC property in the Successful Proposer’s possession, custody, or control.
 - Misconduct or criminal incidents involving any employee of the Successful Proposer or a Subcontractor.
 - Missing, lost, stolen, or damaged packages.
- l. Disaster recovery and business continuity. The Successful Proposer must have a disaster recovery and business continuity program that, at a minimum, will protect CLC’s instant tickets and other lottery materials from damage or loss and ensure uninterrupted service delivery to the CLC and its retailers.

The Successful Proposer will be subject to the provisions of the Regulations of Connecticut State Agencies §§ 12-568a-1 et seq. applicable to vendors providing facilities and services related to the operation of the CLC.

The Successful Proposer’s security program is subject to review and approval of the CLC prior to the commencement of any work and during the contract. The Successful Proposer must adopt the same commitment towards integrity and security as is held by the CLC.

B. COURIER SERVICE ONLY

Proposers that are interested in performing the courier services component of this RFP should clearly state their interest, describe their experience and qualifications relevant to the CLC’s needs in this section, and provide pricing for their services in Appendix B-3.

1. “ON CALL” MESSENGER SERVICES

The CLC may require periodic on call messenger services for pickup and delivery of various items to the CLC and to other state agencies, as well as making bank deposits and post-office runs.

2. SERVICE TO CLC’S HIGH-TIER CLAIMS CENTERS

The Successful Proposer must be capable of daily pickup and delivery of packages to CLC’s high-tier claims centers. There are currently three (3) high-tier claims centers, located in New London, Norwalk, Waterbury. The CLC reserves the right to add or change these centers at any time. Every Monday through Friday, the Successful Proposer will be required to pick up envelopes containing claim forms and validated winning tickets from each high-tier claim center. These envelopes must be securely transported according to the CLC’s satisfaction, security requirements, and returned to the CLC on the same Business Day.

C. REQUIREMENTS APPLICABLE TO PRIMARY SHIPPING, SECONDARY SHIPPING, AND COURIER SERVICES

1. PROPER STAFFING; DCP LICENSING

The Successful Proposer must furnish and maintain sufficient staffing, including key position backups, to fulfill and support the proper, diligent, and timely administration, performance, coordination, and supervision of services. Staffing is a component of customer service. The CLC will monitor the effectiveness and efficiency of staffing and may request additions or replacements of staff as necessary.

The CLC will consider Proposals that employ the use of Subcontractors to achieve full delivery coverage. Proposers must indicate their intent to use Subcontractors in their Proposals. Prior CLC approval of Subcontractors, who must be licensed by the DCP, will be a contract requirement and violation may result in termination of the contract. If a subcontract arrangement is approved by the CLC, then the Successful Proposer will be solely responsible and fully liable for the performance of its Subcontractors and compliance with contract requirements.

The Successful Proposer will determine the manner, means, and methods to perform the services in accordance with Applicable Law and the contract, and will be solely responsible for all decisions with respect to its employee and Subcontractors, including hiring, training, scheduling, supervision, wages and benefits, insurance, and performance management and disciplinary action. Nothing contained in this RFP or in any subsequent contract creates any contractual relation between any Subcontractor and the CLC, implied or otherwise.

2. VEHICLE INFORMATION

The Successful Proposer will provide its own vehicles or those of its Subcontractors to transport and deliver packages in a secure and discrete manner. The CLC may require vehicles transporting lottery product or other sensitive materials to be equipped with a safe to be located and affixed to the vehicle as determined by the CLC. Delivery vehicles must be of sufficient size to accommodate varying package loads and be registered, insured, reliable, and kept clean and in good operational and mechanical condition. The Successful Proposer is responsible for all fuel, maintenance, registration, insurance, and repairs of delivery vehicles or ensuring that these requirements are satisfied by its drivers.

3. DRIVERS/COURIER STAFF

The proper handling, tracking, and security of packages is at all times of utmost importance to the CLC, and drivers play a critical role in assisting the CLC in this responsibility.

- a. Drivers must arrive at their scheduled pickup times and notice must be given for any time delay.
- b. Drivers must be courteous and professionally attired, and must prominently display both the Successful Proposer's company logo and their CLC-issued contractor badge when visiting lottery retailers and the CLC to pick up and deliver packages.
- c. Drivers must possess a valid motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated, and maintain good driving records as solely determined by the CLC. Drivers must promptly report any change in their driver's license status during the contract to the Successful Proposer, which in turn must promptly report such change to the CLC.
- d. No one other than drivers who are under dispatch may handle the CLC's property at any time.
- e. While on duty, drivers are not permitted to have private passengers or provide rides to others. Drivers may drive with other individuals that are licensed by the DCP for training purposes and work performance assessments.

- f. Drivers are not permitted to leave their vehicles idling and unattended for any period of time. Upon exiting their vehicles, drivers must lock them. No packages should be left in plain view or left overnight in a car, locked or otherwise.
- g. No ignition keys, key fobs, or other means of starting the vehicle may be left in the car; they must be kept on the driver's person.
- h. Packages must be delivered to the ordering retailer store; tickets cannot be left with neighboring stores, security desks, or the retailer's other locations.

The CLC may update and supplement driver guidelines at any time during the contract upon notice to the Successful Proposer.

4. ACCOUNT MANAGER

The Successful Proposer must provide a qualified, knowledgeable, and responsive account manager to assist the CLC with customer service, including delivery issue resolution, technical support, driver training, invoicing, and reports. The account manager will serve as the liaison between the Successful Proposer and the CLC's warehouse, operations, and security representatives, and oversee the relationship and all contractual obligations. The account manager must be available for meetings, discussions, and reviews and will be the CLC's primary point of contact with the Successful Proposer for logistical and operational needs of the CLC.

5. OFFERED OPTIONS

This RFP is designed to give the CLC the greatest flexibility in procuring products and services that it deems to be in its best interests and provide it with the ability to respond to changing conditions as they arise. Proposers may offer additional innovative or creative approaches, solutions, and options not identified or requested in this RFP that could enhance or support CLC's instant ticket delivery program or advance the CLC's goals of secure and consistently reliable, accurate, and timely delivery and real-time tracking of lottery packages and materials with the highest degree of professionalism and integrity. Proposers must provide separate pricing for these opportunities as "Offered Options" even though pricing may be at "no charge." The CLC may choose not to purchase any Offered Option, and makes no commitment regarding the timing for acquisition of any Offered Option.

Proposers participating in this RFP agree that products and services, which are not identified in this RFP or in any resulting contract with a Successful Proposer, may be purchased by the CLC from the Successful Proposer without the need to issue a new procurement solicitation; provided they have a similar use as, or are a logical follow-on to the products and services specified, or are of a nature similar to those purchased by other lotteries with similar procurement goals and objectives as the CLC. The CLC will be responsible for all costs associated with such products and services provided it pursuant to this paragraph.

PART III. SUBMISSION REQUIREMENTS & PROPOSAL CONTENTS

A. GENERAL

Proposers must email a PDF of the full Proposal to stephen.day@ctlottery.org. Submissions must include the RFP number and title in both the subject line and PDF file names. If a Proposer designates any information in the Proposal as confidential, then it must also submit a second PDF, marked "Public Copy," of the Proposal from which the confidential information has been excluded or redacted. The two (2) PDFs can be sent in one or two separate emails. The Purchasing Officer must receive Proposals by the Submission Deadline set forth in Part I.B.

The following pages of the Proposal must be signed by an authorized representative of Proposer and may be done so electronically. Such electronic signatures may be used in lieu of the original signatures and shall be deemed an original signature for all purposes: (i) the introduction letter, (ii) the price proposal, and (iii) all forms included with this RFP containing a signature line. The CLC may reject Proposals that are not signed.

If the CLC receives a request for a copy of a Proposal, then the CLC will provide the Public Copy to the requester without notice to or review by the Proposer. Accordingly, each Proposer is solely responsible for, and the CLC shall have no liability to a Proposer for, the inclusion of any Proposer Confidential Information contained in the Public Copy or the provision of the Public Copy to a third-party. **The CLC will interpret a Proposer's failure to provide a "Public Copy" as Proposer's acknowledgment that its Proposal contains no Proposer Confidential Information and, therefore, may be disclosed to the public upon request.**

B. CONTENT REQUIREMENTS

Each Proposal must be presented in the following order:

1. Introduction Letter

Proposers must submit an electronically or physically signed introduction letter providing the following information:

- a. Proposer's understanding of the scope of services to be performed.
- b. Proposer's declaration that it meets the eligibility requirements set forth in Part I of this RFP, and possesses the qualifications, capabilities, and resources to fulfill the CLC's wants, needs, and expectations.
- c. Summary of Proposer's service plan, use of any Subcontractors, service warranties and guarantees, and any particular practices it employs to ensure the quality of its services and that services are provided on-time and according to customer specifications and requirements in a consistent manner.
- d. Summary of Proposer's ability to respond to changes in technology and business processes.
- e. Explanation differentiating the Proposer from its competitors and why the CLC should select the Proposer to provide the services solicited in this RFP.
- f. Certification that the Proposer has reviewed and approved the Proposal, and that the individual signing the Proposal is authorized to sign and submit it on Proposer's behalf and bind the Proposer to the statements Proposer makes.

2. Proposer's Response to RFP Requirements and Specifications

This section should establish the Proposer's understanding of the CLC's requirements in Part II of this RFP. The Proposal must clearly demonstrate the Proposer's readiness and abilities to meet the needs of the CLC, and explain the Proposer's plan for accomplishing each requirement. Proposer should address, without limitation, the applicable methods, systems, technology, staffing, management oversight and controls, and service level metrics that it will use. Proposers should not summarize their services, but rather should respond to the requirements item by item with specific detail how they will meet or exceed each of them.

Proposers must also include packaging recommendations in response to Part II.A.4.

3. Exceptions, Variances and Deviations

Proposers are responsible for carefully reviewing each requirement identified in Part II of this RFP. If a Proposer has any exceptions to or variances from the requirements, then it must identify and explain the reason for them for the CLC's consideration. Absence of exceptions and variances will mean that the Proposer accepts and can meet all of the CLC's requirements.

4. Proposer's Business Structure and Operations

Each Proposer shall provide the following information with respect to its legal structure and business operations.

- a. Full business name and the street and mailing address of its principal place of business, as well as for all locations from which the work under this RFP will be performed if different from the principal office.
- b. The name, title, address, telephone number, and email address of the Proposer's primary point of contact for this RFP.
- c. Proposer's founding and history; organizational chart; number of employees; number of years in business providing the services requested in this RFP; and any significant organizational changes likely to occur within the next year.
- d. Legal structure, including:
 - If a corporation: the names of all corporate officers and directors.
 - If a partnership, LLP, LLC, or joint venture: the names of all general partners, limited partners or members, and owners having ten percent (10%) or more equity in the organization.
 - Any parent company or subsidiaries of Proposer.

****If a Proposer experiences a material change in ownership during this RFP, or in the case of the Successful Proposer, during the contract with the CLC, then they must notify the CLC in writing at the time the change occurs or is identified. "Material change in ownership" means any merger, acquisition, assignment, or change in parties who, in the aggregate, own greater than 49% of the Proposer or the parent company of the Proposer. Failure to notify the CLC of such a change may result in the rejection of a Proposer's Proposal or termination of the contract. The CLC reserves the right, based on its assessment of a material change in ownership, to reject a Proposer's Proposal or terminate a contract.**

- e. Each Proposer must be authorized to do business in Connecticut and must state whether it is or is not registered or qualified with the Connecticut Secretary of State. Such information will be thoroughly vetted during the contracting process.
- f. The CLC believes in supporting Connecticut small businesses as well as the state's historically disadvantaged and underutilized business enterprises (DBEs) by direct purchases, as well through subcontracting opportunities with its prime vendors. If Proposer is a DBE, then include a copy of its small business and/or DBE certification.
- g. Account Staffing. If known, for each employee that will be assigned to the CLC's account provide their name, title, location, experience providing the services the CLC is procuring, number of years employed by Proposer, and their responsibilities if a contract is awarded to Proposer.
- h. Subcontracting.
 - If the Proposer plans to subcontract any work under this RFP, then for each known Subcontractor provide: (i) the information in Paragraphs (a) through (g) above pertaining to the Subcontractor; (ii) details concerning the Subcontractor's relationship history with the Proposer; (iii) the work the Subcontractor will perform; and (iv) who in the Proposer's company will oversee and enforce Subcontractor compliance with work requirements.
 - If a Proposer intends to utilize Subcontractors, but has yet to identify them, then the Proposal must describe its Subcontractor vetting process and the credentials it will

require from such Subcontractors. If a Proposal with Subcontractors is accepted by the CLC, then the Successful Proposer must provide the CLC the information in the first bullet point of this Paragraph h as it identifies potential Subcontractors.

- i. Any known related party relationships (professional or personal) between the Proposer (or its owners, officers, directors, primary members) and a CLC director, officer, or employee.

5. Proposer's Prior Performance Issues

Each Proposer shall state whether it has experienced any of the following events:

- a. During the last five (5) years, it, its parent, or subsidiary has had any contracts terminated for default or for cause. If so, the CLC may request further details of the contract termination;
- b. It, its parent, or subsidiary has ever been debarred or otherwise prohibited from contracting or submitting proposals or bids for contracts with: the State of Connecticut or any agency or political subdivision thereof; any municipal entity; or any other state, Native American body, or other governmental or quasi-governmental entity within the United States. If so, please fully identify the authority issuing the debarment prohibition, describe the reason(s) for the debarment/prohibition, and state the inclusive dates thereof;
- c. During the last three (3) years, it, its parent, or subsidiary has been assessed penalties or liquidated damages of \$20,000 or more under any of its existing or past contracts. If so, for each instance when penalties or liquidated damages were assessed, explain the reason(s) and the amount of such penalty/liquidated damages. Summary data is permitted when per instance data would cause a large volume of data. However, the CLC reserves the right to request further details, and the Proposer agrees to promptly provide it to the CLC in a form and format that permits CLC's assessment; and
- d. During the last five (5) years, it, its parent, or subsidiary has been investigated by any governmental agency or was the subject of any order, judgment, or decree of any federal, state, municipal, or provincial authority barring, suspending, or otherwise limiting the right of the Proposer to engage in any business practice or activity, or if trading in the stock of the Proposer has been suspended. Information, including a complete copy of such order, judgment, or decree, must be provided to the CLC, with appropriate and accompanying date(s) and explanation(s).
- e. Any judgement or settlement within the past two (2) calendar years related to the Proposer's services and any pending, threatened, or reasonably anticipated action, suit, proceeding, investigation, or litigation, whether judicial, administrative, or otherwise (including without limitation any bankruptcy, reorganization, insolvency, or similar proceeding) involving the Proposer.
- f. Non-privileged information as it relates to all pleas, indictments, convictions, findings of fault and liability (e.g., fines, penalties, damages), or consent agreements, against the Proposer and/or its owners, members, directors, and officers (regardless of place of employment) involving fraud, misrepresentation, criminal offense, or violation of any federal, state, or local ethics law, regulation, ordinance, code, policy or similar standard.

6. Proposer's Financial Statement

The Successful Proposer must be financially sound and stable and able to perform the requirements of the contract. The Proposer must provide evidence that all financial statements submitted are prepared in accordance with Generally Accepted Accounting Principles (GAAP) accepted in the United States of America and fairly represent the financial condition of the Proposer as of the Submission Deadline. Each Proposer must provide the following information:

- SECTION 1: Audited financial statements for the last three (3) completed fiscal years.¹ If audited statements are unavailable, then provide unaudited financial statements PLUS evidence of federal tax returns for the last three (3) tax filing years; and
- SECTION 2: If the Proposer is a subsidiary of another company, then access via an online link to financial statements for the parent company for the same periods must be provided with the Proposer's statements. The Proposer must also submit a letter, signed by an authorized representative of the parent company, stating that the parent company will guarantee the Proposer's full, prompt, and complete performance if it is awarded the contract, including any and all of Proposer's financial commitments, obligations, and liabilities.

** If a Proposer experiences a change in financial condition during this RFP, or in the case of the Successful Proposer, during the contract with the CLC, the Proposer is required to notify the CLC in writing at the time the change occurs or is identified. "A "Change in Financial Condition" is any event that, following GAAP (or the international equivalents to the extent available), would require a disclosure in the annual report of a publicly traded United States corporation or that would be required to be disclosed under state or federal law. Failure to notify the CLC of such a change may result in rejection of Proposer's Proposal or termination of the contract, in the sole discretion of the CLC.

7. Price Proposal

Proposers must provide pricing for the services that they propose to offer – primary shipping services, secondary shipping services, and/or courier services – using the applicable Price Proposal templates in Appendix B-1 through B-3. Price Proposals must be signed. These templates provide a consistent format that all Proposers must use to submit pricing. The CLC will not accept pricing submitted on Proposer quotation forms. Further, Proposer should not include its standard terms and conditions, unless expressly requested by the CLC.

Proposers must also provide pricing for any products and services beyond the anticipated work under the RFP. Price Proposals must cover **all** direct, ancillary, and other costs and expenses associated with providing the products and services to the CLC. Unless priced separately, the CLC will consider all costs and expenses to be included in a Proposer's Price Proposal.

8. Required State Certifications

Proposers with their Proposals must submit a Campaign Contribution Certification (OPM Ethics Form 1) available at <https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms> and on the CLC's Procurement website at <https://ctlottery.org/ProcurementForms>.

9. References

Upon the CLC's request, Proposers shall provide references from customers for whom they have done a similar volume of work. Proposers acknowledge and understand that the CLC may contact said references, once provided.

C. CHANGE IN PROPOSER STATUS, FINANCIAL CONDITION, OR ORGANIZATION

Sections 4, 5, 6, and 8 in Part III. D., are subject to a continuing disclosure requirement; any such matter or change in circumstance of a Proposer occurring after submission of a Proposal and, with respect to the Successful Proposer after the execution of a contract, must be disclosed promptly in writing to the CLC. Such matters or changes include, without limitation, bankruptcy; sale, acquisition, or merger; change in corporate or entity status; change in Key Persons, or change in representations or certifications originally provided at the time of contracting (e.g., nondiscrimination, gifts, etc.). **The CLC will not enter into or continue a contract with a Successful Proposer that fails to comply with documentation and disclosure requirements.**

¹ PROVIDING ONLINE LINKS TO THIS INFORMATION IS ACCEPTABLE. PROPOSER IS SOLELY RESPONSIBLE FOR ENSURING SUCCESSFUL ACCESS TO INFORMATION VIA ANY LINK PROVIDED.

D. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

The CLC will presume that each Proposer: (a) has carefully read this RFP (including its addenda) and understands the CLC's needs and requirements; (b) is capable of performing the work to achieve the CLC's goals and objectives; and (c) is familiar with and will comply with Applicable Law if awarded the contract. A Proposer's failure to review or its misunderstanding of CLC's requirements or the information in this RFP shall not relieve it from any aspect of its Proposal or its related commitments.

E. CLC RESERVATION OF RIGHTS

By submitting a Proposal, each Proposer agrees that the CLC, in addition to any rights set forth elsewhere in this RFP, may take any of the following actions, in its sole discretion, at any time:

1. Accept or reject any or all Proposals, in whole or in part, and to award or not award a contract based on Proposals received;
2. Waive any technicalities, informalities, irregularities, or non-material deficiencies in a Proposal;
3. Waive any non-material specification(s) that cannot be complied with by all Proposers;
4. Waive any informality in the RFP process if doing so, as determined solely by the CLC, is in the CLC's best interest;
5. Conduct discussions with any or all Proposers for the purpose of clarification and/or modification of Proposals and to seek additional information, or to request best and final terms from Proposers deemed most qualified to provide the required services and with submissions within an acceptable competitive range;
6. Arrange to receive products and services from other providers, or obtain the products or perform the services sought under this RFP itself;
7. Solicit additional and/or new Proposals from anyone;
8. Clarify, supplement, modify, suspend, or terminate this RFP in whole or in part, or withdraw and reissue a new RFP with terms and conditions materially different from this RFP;
9. Obtain information from any and all sources concerning a Proposer that the CLC considers relevant to this RFP, and to consider such information in evaluating the Proposer's submission;
10. Make a whole award, multiple awards, a partial award, or no award;
11. Disqualify any Proposer whose conduct and/or Proposal fails to conform to the requirements of this RFP;
12. Negotiate contract provisions, including provisions not found in this RFP, with one or more potential Proposers in any manner the CLC deems fit (negotiations may be held with multiple proposers concurrently or on an individual basis at separate times as the CLC determines); and
13. Set aside the original Successful Proposer without liability if the CLC determines that the Successful Proposer is unable to fulfill the CLC's requirements for any reason, including due to negotiation failures. The CLC may, but shall not be obligated to, award the contract to a different responsible Proposer.

F. WITHDRAW/MODIFY

A Proposer may modify or withdraw its Proposal, in writing, provided that the CLC's Purchasing Officer receives the request prior to the Submission Deadline. Proposals, including and without limitation Proposer pricing, are considered valid, and may not be withdrawn, cancelled, or modified, for ninety (90) Calendar Days after the Submission Deadline or until the commencement date of any resulting contract, whichever comes first.

G. FREEDOM OF INFORMATION ACT

All information submitted by a Proposer in response to this RFP is subject to public disclosure by the CLC under the Connecticut Freedom of Information Act (FOIA), unless a specific exception found in FOIA applies. Proposers must clearly identify any sentences, paragraphs, pages, or sections of their Proposals that contain financial, proprietary commercial information, or other highly sensitive security or competitive data that they consider is exempt from public disclosure (“Proposer Confidential Information”) as follows: (i) each page containing Proposer Confidential Information must contain a footer with the word “CONFIDENTIAL,” and (ii) the beginning of Proposer Confidential Information must be noted “CONFIDENTIAL INFORMATION BEGINS HERE,” and the end of Proposer Confidential Information must be noted “CONFIDENTIAL INFORMATION ENDS HERE.”

Proposers may not preface, and the CLC will not honor, Proposals with general proprietary notices or markings, or that use page headers or footers that arbitrarily mark **all** pages “Confidential.” Furthermore, pricing, resumes, copyrighted materials, and marketing information has been found to be subject to public disclosure. Despite what a Proposer labels as “Confidential” or protected information, the final determination as to whether it is subject to public disclosure resides solely with the CLC. By submitting a Proposal with portions marked “CONFIDENTIAL,” a Proposer represents it has a good faith legal basis that such portions are exempt from disclosure under FOIA.

In no event will the CLC or its directors, officers, or employees have any liability for the disclosure of any Proposer documents or information in its possession that it believes are required to be disclosed pursuant to the FOIA or other Applicable Law. Proposers will indemnify, hold harmless, and, if requested by the CLC, defend the CLC (including its directors, officers, and employees whether named in their individual or official capacities) from and against any and all Actions, and, in each case, will on demand, pay and reimburse the CLC for associated Losses, arising out of, resulting from, or related to (or which the CLC alleges relate to): (i) the CLC’s complete or partial nondisclosure of claimed Proposer Confidential Information, and (ii) the CLC’s complete or partial public disclosure of any claimed Proposer Confidential Information if the CLC determines disclosure is required by law, or if disclosure is ordered by any judicial, administrative, or other governmental body. A Proposer’s obligations under this paragraph shall be immediate upon the CLC’s written notice and tender. Upon the CLC’s request, a Proposer will promptly and diligently cooperate and assist the CLC in replying to and defending against any complaint in connection with CLC’s nondisclosure of claimed Proposer Confidential Information, including providing appropriate witnesses and documents.

PART IV. EVALUATION & NOTICE OF AWARD

A. METHOD OF AWARD & PROCESS

The CLC will select the Proposal that, all things considered, the CLC determines to be in its best interest. The CLC may consider any objective and subjective factors it deems relevant in making its decision.

The CLC may independently obtain information from sources other than a Proposer, including, without limitation, information concerning the Proposer’s reliability, its experience and capabilities, and its performance under other contracts, that the CLC deems pertinent to the RFP, and may consider such information in the Proposal evaluation process.

B. PRESENTATIONS & SITE VISITS

The CLC may invite some or all Proposers to present and demonstrate their proposed plans and approach to delivering the services. This may include on-site tours of Proposer facilities.

C. PRELIMINARY NOTICE OF AWARD; DCP LICENSING; THE CONTRACT

A Preliminary Notice of Award will be sent to the Successful Proposer. The making of a Preliminary Notice of Award does not provide the Successful Proposer with any rights and does not impose upon the CLC any obligations. The CLC is free to withdraw a Preliminary Notice of Award at any time and for any reason. A Successful Proposer has rights, and the CLC has obligations, only if and when a contract is

executed between them. The Successful Proposer should not make any commitments or commence any work until all conditions of the Preliminary Notice have been met.

Award Publicity Prohibition: The Successful Proposer will not issue any public statement (e.g., press releases, tradeshow conversations) promoting itself in connection with this RFP or any arrangement entered into under this RFP without prior written approval from the CLC in each instance.

Final award approval is subject to the Successful Proposer's execution of a definitive written contract with the CLC, its submission of all procurement documents and information requested by the CLC, and its fulfillment of any background check, DCP licensing, and other requirements the CLC imposes as a condition of the contract. The CLC may withdraw a Preliminary Notice of Award or terminate a contract if the Successful Proposer fails to promptly and cooperatively comply with licensing requirements. Licensing instructions will be provided to the Successful Proposer at the time of Preliminary Notice of Award.

Any contract the CLC may award as a result of this RFP will be based upon this RFP, including all attachments, any addenda, and some or all portions of the Successful Proposer's Proposal accepted by the CLC, and will include provisions required by the CLC and other mutually agreeable terms and conditions. The CLC reserves the right to award the contract without further negotiations, or negotiate some or all terms and conditions of the contract. A Proposer must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal, and any Proposal that is contingent on the CLC negotiating with a Proposer may be rejected.

Negotiations may result in minor or material changes to the Successful Proposer's Proposal and/or the RFP, including, without limitation, changes to the original scope of work, schedule of work, and financial, technical, and operational terms, conditions, and requirements. Negotiations may be terminated by the CLC, in its sole discretion, at any time for any reason. If the CLC and the Successful Proposer are unable to reach agreement, the CLC will cease negotiations and has the option of engaging another party for the products and/or services sought under this RFP, whether or not that party was a Proposer.

PART V. SPECIAL PROVISIONS

In addition to the terms in this RFP, the contract between the CLC and Successful Proposer may include additional or different language not contemplated or included in this RFP.

A. INTEGRITY OF THE SUCCESSFUL PROPOSER

The CLC is an extremely sensitive enterprise and its success depends on maintaining the public trust and confidence. The CLC operates with the highest standards of security and integrity, and its vendors are held to the same standards. Therefore, it is essential that operation of the CLC, and the operation of vendors doing business with it, avoid any impropriety or appearance of impropriety. Because of this, the Successful Proposer, its Subcontractors, and their respective employees must:

1. Provide consistent, high quality product and service solutions;
2. Act with uncompromising integrity and honesty and with due regard for the public good;
3. Avoid activities reasonably judged by the CLC to adversely affect or reflect on the CLC, the State of Connecticut, or the lottery industry;
4. Be accountable for their actions and results and deliver on their commitments;
5. Comply with Applicable Law, including Connecticut statutes and regulations applicable to contractors doing business with the State of Connecticut; and
6. Report actual or potential issues, problems, defects, changes, performance degradations, incidents, breaches, and other matters concerning the contract or any work immediately to the CLC upon detection, and provide the CLC full and prompt access to any and all documentation and reports related thereto upon its request.

B. SUBCONTRACTING

No work required under the contract may be subcontracted to any individual or entity without the CLC's prior written consent, in each instance, which may be withheld or conditioned, or at any time for any reason revoked, in the CLC's sole discretion. If CLC approval is given, then the Successful Proposer will ensure that its Subcontractors are responsible and experienced to perform the subcontracted work. The Successful Proposer will be fully and solely responsible and liable to the CLC for the proper supervision, coordination, and performance of its Subcontractors and for Subcontractor compliance with the contract and Applicable Law, and will not be relieved by the non-performance or non-compliance of its Subcontractors. The Successful Proposer is responsible for informing its Subcontractors of any and all obligations arising from the contract relevant to their duties and the Successful Proposer will ensure the full compliance of its Subcontractors with these obligations.

If at any time the CLC, in its sole judgment, finds a Subcontractor or a Key Person of a Subcontractor unfit to perform work or their conduct to be detrimental to the CLC's best interests, then the CLC may request the Successful Proposer to either counsel or remove and replace them.

C. DCP LICENSING REQUIREMENTS; BACKGROUND CHECKS

Due to the sensitive nature of the contract, the Successful Proposer, its Subcontractors, and their respective Key Persons must be separately licensed by the DCP in accordance with §12-815a of the Connecticut General Statutes. The Successful Proposer will pay all application fees and costs associated with obtaining and maintaining such licenses for the duration of the contract. DCP may at any time extend licensing requirements to include other individuals and entities that the Successful Proposer assigns to perform contract activities or otherwise for the benefit of the CLC. The DCP's Vendor/Affiliate License Application and Occupational License Application for Key Persons are provided in Appendix C for Proposers to review the information and documentation requirements.

Estimated DCP licensing fees are as follows:

- Vendor License: \$250.00 per corporation
- Affiliate License: \$250 per Subcontractor
- Occupational Licenses: Class I or III-application fee of \$20; Class II or IV-application fee of \$100.

The CLC, the DCP, or the Connecticut State Police may, prior to the commencement of the contract and at any time during the contract, initiate investigations deemed proper and necessary to determine the ability of the Successful Proposer, its Subcontractors, and their respective Key Persons to perform the contract, whether such performance takes place in Connecticut or elsewhere. Such investigations may include, but are not limited to, fingerprint identification by the Connecticut State Police, and financial and criminal background investigations on Key Persons. The Successful Proposer consents to such investigations and will cause its Key Persons and those of its Subcontractors to fully cooperate with such investigations and to provide all necessary information and authorizations in connection therewith. The CLC may terminate the contract based upon the results of these investigations or for the failure to comply with DCP licensing requirements.

The Successful Proposer must promptly notify the CLC, in writing, prior to making any personnel changes involving its Key Persons or those of its Subcontractors, but by no less than ten (10) calendar days prior to the effective date of such change. Additionally, the Successful Proposer must promptly, but within three (3) calendar days of discovery, notify the CLC in writing, of any material change in the background status of any Key Person or Subcontractor, including, but not limited to, due to unlawful or dishonest conduct.

The CLC may seek damages or recoup expenses from the Successful Proposer for any work interruption or delay due to any staffing or Subcontractor issues, including DCP licensing issues.

D. PROHIBITION AGAINST GAMING PARTICIPATION

The Successful Proposer will notify Key Persons that they and certain members of their households are prohibited from purchasing and participating in, or sharing the winnings from, any CLC lottery game or multijurisdictional lottery game in which the CLC participates (i.e., Powerball, Mega Millions, Lucky for Life). The Successful Proposer will provide each such person with the notice in Appendix D, attached to the contract. Each such person will remain ineligible to play or win, regardless of his/her receipt of such notice.

E. INDEPENDENT RELATIONSHIP

In performing the contract, the Successful Proposer and its Subcontractors are independent contractors. No employer, agency, or other relationship is created between the CLC and the Successful Proposer or any of its Subcontractors. The Successful Proposer is solely and fully liable for all contractual obligations whether or not it performs them directly or through a Subcontractor. Furthermore, the Successful Proposer is solely and entirely liable for its actions and omissions and the actions and omissions of its owners, directors, officers, employees, agents, Subcontractors, and any other individual or entity delegated to perform work under the contract or otherwise for the benefit of the CLC.

The Successful Proposer is deemed the primary and controlling employer of its employees and any subcontracted workers for purposes of payroll, employment taxes, employee benefits, workers' compensation, and all other employer-related obligations. The Successful Proposer's employees and subcontracted workers are not eligible to participate in or receive workers' compensation, retirement, insurance, or other benefits afforded to the CLC's own employees.

All decisions regarding labor and working terms and conditions of the Successful Proposer's employees and subcontracted workers during the contract, including, without limitation, decisions concerning hiring, firing, training, wages and hours, discipline and performance counseling, work rules, schedules, and manners and methods of performance, will exclusively be made by and within the direction and control of the Successful Proposer and the CLC explicitly disclaims such decision-making authority and direction and control. Any requests made by the CLC to the Successful Proposer concerning labor and working terms and conditions are voluntary recommendations, not mandatory requirements. However, the Successful Proposer will make all reasonable efforts to accommodate the CLC's requests if such working terms and conditions are necessary to enable the CLC to conduct its business and without which the CLC would be unable to conduct its business, discharge any fiduciary responsibility that it may have, or comply with any applicable licensure, regulatory, or statutory requirement.

F. CLC CONFIDENTIAL INFORMATION

The CLC may share its non-public business and operational information and documentation with the Successful Proposer that constitutes CLC Confidential Information. Additionally, during the contract, the Successful Proposer may procure, develop, generate, collect, use, store, and otherwise process information and documentation for the CLC, including personal information that can be linked to specific individuals (e.g., social security numbers and tax information of lottery winners and retailers), that the Successful Proposer also acknowledges is CLC Confidential Information. Confidential information need not be novel, unique, copyrightable, or constitute a trade secret to constitute CLC Confidential Information. All CLC Confidential Information, whether or not marked "Confidential," and whether documentary, electronic, oral, observational, or otherwise, is and will remain the CLC's exclusive property.

The Successful Proposer will not (i) disclose or cause to be disclosed to any third-party, or (ii) use or cause to be used, any CLC Confidential Information, for any purpose, except: (a) to the extent necessary to perform the contract (b) to the extent necessary to comply with Applicable Law, or (c) with the CLC's prior express written consent in each instance (collectively, the Permitted Uses). The Successful Proposer will limit access to CLC Confidential Information to its Key Persons and those of its Subcontractors who have a need-to-know to such information for the Permitted Uses and who are subject to signed confidentiality and limited use agreements containing terms no less restrictive than those set forth in this paragraph.

The Successful Proposer will exercise and cause its Subcontractors to exercise a level of care to prevent the unauthorized collection, storage, disclosure, access, and use of CLC Confidential Information equal to or

exceeding the level of care that they exercise to keep and protect their own non-public, sensitive, confidential, and proprietary information, but not less than reasonable care and diligence. To the extent Applicable Law, including the Connecticut Data Privacy Act, imposes greater requirements or restrictions with respect to the disclosure, use, or handling of any CLC Confidential Information, particularly personal information, the Successful Proposer will comply with such greater requirements or restrictions.

If the Successful Proposer receives a request for disclosure of any CLC Confidential Information (for example only, under FOIA or by subpoena), then it must immediately notify and consult with the CLC regarding any potential response.

G. INFORMATION SECURITY

The Successful Proposer will protect and cause its Subcontractors to protect from a Breach of Security any and all CLC Confidential Information which they come to possess or control, wherever and however stored or maintained. The Successful Proposer and its Subcontractors will use, hold, and maintain CLC Confidential Information only in facilities located within the United States, and, at no cost or expense to the CLC, will: (i) implement and maintain appropriate administrative, technical, physical, electronic, and procedural measures to protect CLC Confidential Information against a Breach of Security (and from time to time update such measures as the CLC or DCP may require) and (ii) notify the CLC promptly, but no later than 24 hours after they become aware of or suspect that CLC Confidential Information in their possession or control has been subject to a Breach of Security and take corrective action to remediate the incident as required by Applicable Law or as the CLC deems necessary and appropriate. The Successful Proposer will keep the CLC informed of its Breach of Security response efforts, and will cooperate with the CLC's requests related to those efforts. The Successful Proposer will incorporate the requirements of this paragraph in all subcontracts requiring each Subcontractor to safeguard CLC Confidential Information in the same manner as provided for in this Paragraph.

H. INDEMNIFICATION

The Successful Proposer will indemnify, hold harmless, and, upon the CLC's request, but at the Successful Proposer's sole cost and expense, defend the CLC, the State of Connecticut (including its agencies), and each of its respective directors, officers, employees, and representatives whether named in their individual or official capacities (collectively, and if the context clearly requires, individually, Indemnified Party) from and against any and all Actions brought against them or any of them and, in each case, will on demand, pay and reimburse them for all associated Losses, whether or not covered by insurance including, without limitation, any Actions and Losses arising out of, resulting from, or related to (or which the CLC alleges relate to), in whole or in part: (a) any malfeasance, misconduct, negligence (or more culpable act or omission), tortious act, or violation of Applicable Law or intellectual or proprietary rights of any person or entity by the Successful Proposer, its Subcontractors, or anyone directly or indirectly employed by them or that they control ("Successful Proposer Representative"), (b) any breach by the Successful Proposer of any promise, representation, or warranty provided under the contract, (c) any compromise to the security, confidentiality, or integrity of CLC Confidential Information in the possession, custody, or control of the Successful Proposer, its Subcontractors, or any Successful Proposer Representative, including any Breach of Security, or (d) any injury, sickness, disease, death, property loss or damage, or other harm or loss suffered by any Successful Proposer Representative, or any person claiming by, under, or through any Successful Proposer Representative.

The Successful Proposer's indemnification obligations under this RFP (whether found in this Indemnification paragraph or any other paragraph of this RFP) are in no way limited by its involvement or non-involvement in the defense of any Action; any minimum amount of insurance the Successful Proposer or any Subcontractor is required to have under the contract, the types of insurance they maintain, or the scope of policy coverage; the market availability or unavailability of insurance; the ability or inability of them to procure insurance; or, in the case of an Action brought against any Indemnified Party by an employee of the Successful Proposer or a Subcontractor (or other person or entity on their behalf), by any limitation on the amount, type, or availability of damages, compensation, or benefits paid to them under applicable worker's compensation, disability benefits, or other employee benefits law.

The indemnification provisions under this RFP are intended to be as broad and inclusive as possible to give the Indemnified Parties the maximum rights and protections allowed by law. The Successful Proposer's

defense obligations (with legal counsel acceptable to the CLC) shall be immediate upon the CLC's request and presentment of any Action regardless whether such Action actually or potentially falls within the Successful Proposer's indemnification responsibilities and even if the allegations are or may be groundless, false or fraudulent. The Successful Proposer will be liable to the CLC for all costs and expenses incurred by the CLC in enforcing this indemnification Paragraph.

I. INSURANCE

The Successful Proposer, at its sole cost and expense, will maintain the minimum types and limits of insurance coverage specified below for the entire duration of the contract (limits may be provided through any combination of primary and umbrella/excess policies).

1. Commercial General Liability (CGL) insurance with a minimum combined single limit of \$1,000,000 occurrence/\$2,000,000 aggregate for bodily injury (including death), personal injury, and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. The Successful Proposer's CGL insurance must include contractual liability coverage for its indemnification obligations under the contract.
2. Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 each accident, combined single limit shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operation of any owned, non-owned, hired, or scheduled automobiles used by or for the Successful Proposer in any capacity in connection with carrying out the contract.
3. Workers' Compensation Insurance in accordance with the statutory requirement and limits of the State of Connecticut and Employer's Liability coverage with minimum limits of \$500,000 each accident, \$500,000 per employee, and \$500,000 disease. If the Successful Proposer has no statutory obligation to maintain workers compensation, then it must provide the CLC a letter affirming that it is exempt and agreeing to indemnify, hold harmless, and if requested defend the CLC and the State of Connecticut from any Action or Loss. If during the course of the contract the Successful Proposer becomes subject to workers' compensation insurance statutory requirements, then it must comply with such requirements and provide the CLC a certificate of insurance evidencing such coverage.
4. Crime (Fidelity) Insurance with a minimum single loss limit of \$1,000,000 per loss, and a single loss retention not to exceed \$10,000, endorsed to include "Third-Party or Client Fidelity Coverage." This insurance shall cover any loss to the CLC due to dishonest acts of the Successful Proposer's officers, employees, agents, or Subcontractors including, but not limited to, larceny, theft, forgery, misappropriation, wrongful abstraction, willful misapplication, or any other fraudulent or dishonest acts resulting in financial loss or damage, whether Successful Proposer's officers, employees, agents, or employees of any of Successful Proposer's Subcontractors acted alone or in collusion with others. Such insurance at a minimum must cover property of the CLC. Coverage shall not require arrest or conviction. The policy must be endorsed to name the Connecticut Lottery Corporation, its directors, officers, employees, agents, and the State of Connecticut as "Loss Payees."

All required insurance policies (and any umbrella/excess policies) must:

- a. Be written by companies licensed to issue insurance policies in the State of Connecticut with an AM Best rating of "A-" or better and a financial size of VII or better. The CLC reserves the right to approve all insurance companies.
- b. Except for workers' compensation and crime (fidelity) coverage, identify the "Connecticut Lottery Corporation, the State of Connecticut, and each of their respective directors, officers, employees, and representatives" as additional insured parties with respect to liabilities and losses related to the contract. This means the additional insureds must be named on the face of each certificate of insurance. Crime (fidelity) insurance must be endorsed to include "Third-Party or Client Fidelity Coverage" and name the Connecticut Lottery Corporation, its directors, officers, employees, agents, and the State of Connecticut as "Loss Payees."

- c. Contain a waiver of any right to subrogation that any insurer of the Successful Proposer may acquire against the additional insured parties by virtue of the payment of any Loss under such insurance. The Successful Proposer will obtain from its insurers any policy endorsement that may be necessary to affect this waiver of subrogation; the Successful Proposer will honor this waiver obligation regardless of whether or not the CLC receives a waiver of subrogation endorsement from an insurer.
- d. Be primary and non-contributory with any insurance or self-insurance carried or administered by the CLC or that of any other additional insured party.

No later than the date the contract is signed, the Successful Proposer must deliver to the CLC current certificate(s) of insurance evidencing all insurance policies required by the contract are maintained. Certificate(s) of insurance must include all policy endorsements (either by reference to endorsement number and name or by providing a copy of the endorsement page of the policy). Upon each annual insurance policy renewal in multi-year contracts with the CLC, new, updated certificate(s) of insurance must be provided to the CLC at least thirty (30) Calendar Days prior to the end of the then-expiring certificate.

The Successful Proposer must provide the CLC immediate written notice of any termination of, failure to renew, default, or cancellation of coverage of any insurance policy, unless the policy contains a provision that coverage afforded under the policy will not be cancelled without at least thirty (30) Calendar Days advance written notice to the CLC by the insurer.

The CLC reserves the right, at any time, to require the Successful Proposer to obtain additional types of insurance or to increase the limits of its existing insurance as the CLC, in its sole discretion, deems necessary. The Successful Proposer will promptly comply with such requirements.

If any of the required policies provide claims-made coverage, the Successful Proposer must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of contract activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contract activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Successful Proposer must purchase extended reporting coverage for a minimum of three (3) years after completion of work. The discovery period must be active during the extended reporting period.

No insurance required or furnished shall in any way relieve or diminish the Successful Proposer's responsibilities, obligations, and liabilities to the CLC under the contract.

J. PERFORMANCE SECURITY

No later than ten (10) Business Days following the effective date of the contract, the Successful Proposer will, at its sole cost and expense, provide the CLC either a surety performance bond or a clean, irrevocable standby letter of credit (at the Successful Proposer's option) payable to the CLC in the amount of five hundred thousand dollars (US\$250,000.00) (Performance Security). The Performance Security shall be renewed in full on an annual basis during the contract, including extension(s) if exercised by the CLC, and be maintained for at least one (1) year following the expiration or a termination of the contract. If the balance of the Performance Security falls below sixty-five percent (65%) of the full value during any year of the contract, then the Successful Proposer shall re-establish the full original balance within thirty (30) Calendar Days. If the Successful Proposer fails to restore the full original balance as and when required, then, without limiting any obligations of the Successful Proposer, including its continued performance of work, the CLC shall not be obligated to make any further payments to the Successful Proposer until it does so, and the CLC may hold the Successful Proposer in breach of the contract.

In addition to any other remedies the CLC may have under the contract, the CLC will have the right to call the Performance Security, in whole or in part, in the event the CLC suffers any liability, loss, damage, or expense as a result of the Successful Proposer's actions or failures, or that of any Subcontractor, to promptly, properly, completely, and faithfully perform its obligations under the contract, including, without limitation, the obligation to indemnify, hold harmless, and defend the CLC (or, if the CLC assumes its own defense, to reimburse it for all costs and expenses of any kind) and pay Liquidated Damages to the CLC.

The Performance Security must be in a form and contain language requested by and/or satisfactory to the CLC (which language the CLC may request changes to at any time to protect its interests), and be issued by an insurance/surety company acceptable to the CLC. The CLC reserves the right, in its sole discretion, to increase or decrease the amount of the Performance Security at any time. The Performance Security will expressly require the insurance/surety company to provide the CLC at least thirty (30) Calendar Days advance written notice, by certified mail, return receipt requested, of any change in, termination of, failure to renew, default, or cancellation of coverage.

K. MAINTENANCE OF CERTAIN RECORDS; AUDIT RIGHTS

The Successful Proposer and its Subcontractors will preserve and maintain all books and records including, but not limited to financial and accounting records relating to their performance under the contract (Records). Financial and other statements based on such books and records must be prepared in accordance with GAAP. Records must be maintained in a manner and form that makes them readily accessible and easy to understand for audit and assessment.

The Successful Proposer and its Subcontractors will, upon request, make their Records available to the CLC, CLC's auditors, and other personnel duly authorized by the State of Connecticut, such as the DCP, for inspection, review, or audit during the term of the contract and for no fewer than five (5) full years from the date of final payment by the CLC. The Successful Proposer and its Subcontractors will furnish the CLC and its independent and state auditors requested copies of any Records, at no cost.

The CLC may perform or have performed on its behalf at any time assessments or audits of the security and integrity of the facilities and information security and privacy practices and controls of the Successful Proposer and its Subcontractors, which could, at the CLC's option, include on-site audits, questionnaires, and/or penetration and security tests of connected systems and their hosting facilities and operating environments.

The Successful Proposer will cooperate with the CLC and its independent and state auditors with respect to any inspection, review, or audit performed under this or any other paragraph of the contract, including giving the CLC access to the personnel and facilities, and will promptly and fully respond to the CLC's requests for information but in no event more than thirty (30) Business Days after receiving a request. In the case of an audit indicating non-compliance with the terms of the contract, the CLC may pursue any and all available remedies, including terminating this contract due to the Successful Proposer's default.

L. SERVICE LEVELS & LIQUIDATED DAMAGES

To be developed with Successful Proposer based on services provided.

PART VI. MANDATORY STATE CONTRACTING PROVISIONS

Any resultant contract between the CLC and the Successful Proposer will include some or all of the mandatory State of Connecticut contracting provisions. The inclusion of such provisions is dependent upon the overall value of the contract. Mandatory provisions can be accessed from the Procurement section of the CLC website (<https://www.ctlottery.org/ProcurementForms>).

PART VII. DEFINITIONS

The following terms used in this RFP have the meanings below:

“Action” – any demand, cause of action, claim, lawsuit (through any appeals), mediation or arbitration, subpoena, inquiry, audit, proceeding, investigation, or enforcement action of any nature, whether civil, criminal, administrative, or regulatory, or other action, whether at law, in equity, or otherwise.

“Applicable Law” – at any date of determination, any federal, state, and local laws, statutes, codes, ordinances, orders, decrees, decisions, regulations, rules, regulatory or administrative guidance, or other restrictions of any government authority applicable to the services sought under this RFP, the Successful Proposer's business, or the lawful performance of the contract, as well as any professional and industry practices, methods, specifications, and standards, including, but not limited to those related to safety; security, including information security; privacy;

performance; dependability; efficiency; and economy, customarily adhered to by companies in the same field of service as the Successful Proposer.

“Breach of Security” – whether caused by internal or external source, (i) any actual or reasonably suspected unauthorized use of, loss of, acquisition of, access to (including ransomware attacks), corruption of, or unpermitted disclosure of CLC Confidential Information in the possession, custody, or control of the Successful Proposer (or a Subcontractor) or (ii) any security breach or security incident (or substantially similar term) as defined by or used under Applicable Law.

“Business Day” – Monday through Friday, excluding Holidays and other CLC office closures. A reference to days in this RFP shall be construed as Business Days unless the phrase “Calendar Day” is used.

“CLC Confidential Information” – during the RFP process until contract execution, “CLC Confidential Information” means non-public or proprietary information and documentation concerning the CLC however acquired by or provided to a Proposer, and any materials created by a Proposer using information concerning the CLC. After contract execution, “CLC Confidential Information” has the meaning set forth in the contract.

“Holidays” – Currently, New Year’s Day, Martin Luther King Day, Lincoln’s Birthday, Washington’s Birthday, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, and Christmas Day. The CLC may, in its sole discretion, change the number of Holidays and corresponding dates.

“Key Persons” – the directors, officers, employees, and other representatives of the Successful Proposer and its Subcontractors that (i) perform duties directly related to the contract; (ii) have supervisory authority over any person who performs duties directly related to the contract; or (iii) have access to CLC Confidential Information. Key Persons also include any backup personnel for primary personnel.

“Loss” – in connection with an Action that is subject to defense and indemnification under this RFP and the contract, all damages, awards, settlements, judgments, fines, penalties, costs, and expenses of whatever kind, including, without limitation, attorney and professional fees and court costs; costs of investigation, discovery, and litigation (through any appeals); as well as costs of enforcing a Proposer’s/Successful Proposer’s indemnification obligations and pursuing any insurance providers.

“Preliminary Notice of Award” – notice of the CLC’s tentative selection of a Successful Proposer. The CLC may rescind a Preliminary Notice of Award at any time and for any reason prior to execution of a contract.

“Proposal” – all materials, information, and documents submitted by a Proposer in response to this RFP, including any presentation materials, as well as Proposer responses to any CLC requests for additional information.

“Proposer” – any business entity submitting a Proposal in response to this RFP, and, if applicable, its parent corporation and sister subsidiaries.

“RFP” – this Request For Proposals, including all its attachments and any subsequently issued addenda.

“Subcontractor” – any business entity or individual (except employees of the Successful Proposer) that provides services specified in this RFP on behalf of the Successful Proposer. A “Subcontractor” includes the directors, officers, agents, employees, or independent contractors of a business entity.

“Successful Proposer” – the business that the CLC selects and contracts with to perform the service(s) that it is awarded.

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Appendix A

CLC’s Current Instant Ticket Order Fulfillment Process

This Appendix A outlines the CLC’s current fulfillment and packaging process after it receives instant ticket orders from retailer locations.

Proposers are welcome to suggest alternative ideas, approaches, and solutions (e.g., new technology, streamlining processes, alternative packaging for deliveries) different from the CLC’s current order fulfillment process. The Successful Proposer must, however, be able to meet the requirements of the CLC’s current process, including the use of Jiffy envelopes, in the event its recommendations are not accepted.

Current Process

Once an order is received by CLC’s inside sales department, the details (e.g., game number, game name, and quantity) for each instant ticket game pack (Image A) needed are transmitted via gaming system to the CLC’s warehouse team (Image B). This transmission equips the warehouse team with the requisite information to pick and pack the requested instant ticket order. Each instant ticket pack is scanned into CLC’s gaming system to verify that the correct number of instant ticket packs and game type are pulled from inventory.

Upon completion of the order scanning of all instant ticket packs within CLC’s gaming system, a manifest (Image C) and shipping label (Image D) are generated. The CLC warehouse team then proceeds to pack the instant ticket order into Jiffy #7 (14.25” x 19.0”) Natural Kraft Utility Self Seal envelopes. A manifest is included with each instant ticket order delivered to retailers and a shipping label is affixed to each envelope. Depending on the quantity of instant ticket packs orders, one envelope (Image E) or multiple envelopes (Image F) may be needed. The quantity of envelopes needed for each order is currently determined by the CLC’s gaming system based on the total quantity of instant ticket game packs ordered and their total weight. Once envelopes are packed, they are transferred to rolling bins, indicating readiness for courier pickup.

Large Rolling Bins (Image G) are situated in a designated area of the CLC’s warehouse, accessible to the courier. Upon arrival, the courier scans the shipping label on each envelope, then consolidates them into a cardboard box (Image H) for transportation.

CLC’s gaming system generates a scan report, which will electronically transmit shipping information to the courier’s host system prior to pick up from the CLC’s warehouse. The courier must scan all packages into its automated tracking system prior to leaving the CLC’s warehouse and prior to the CLC’s close of business. The courier cross-references all shipping information for accuracy. Upon verification of accuracy, the courier transports all scanned envelopes for the day to their secured facility. There, they undergo rescanning, sorting, preparation, and delivery to CLC’s retailer locations on the following day.

Supporting Images

Image A: Instant Ticket packs for Retailer Orders

Image B: CLC’s Gaming System Order Screen

Image C: Instant Ticket Manifest

Image D: Shipping Labels

Image E: Packaged Envelope – Single Package Order

Image F: Packaged Envelope – Multiple Package Order

Image G: Large Rolling Bin with Packaged Envelopes Ready For Courier Scanning

Image H: Cardboard Box to Transport Scanned Orders to Courier Facility

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Appendix A

Supporting Images

Image A



Image B

Ticket ID	Quantity	Denomination	Quantity
1635 - 100KYR	1	1705 - 100KCW	1
1677 - DMGLD	1	1711 - 1MILT	1
1679 - SKYLOO	2	1716 - 5MINT	1
1681 - CSWR30	4	1718 - 20XCSH	2
1698 - TWSBIN	2	1731 - STUPOK	2
1699 - EXTCSH	1	1733 - HSKHPS	1
1704 - 250KCW	1	1738 - 10X17E	1
1739 - MEGMUL	2	1764 - 200X	1
1742 - SHM50	2	1765 - 50KCWD	2
1745 - FSTCSH	1	1775 - PINWIZ	4
1746 - CSHKNG	1	1790 - 54MFOR	2
1751 - 500KCW	1		
1760 - WLDMLT	1		
1762 - BOOM	1		

Image C

INSTANT TICKET MANIFEST

CT Lottery 01 - 00185743 - 01

TO: 117823
Avenue News
821 Farmington Ave
BRISTOL, CT 06010
Order Date: 03/01/24 10:42:05 AM
Shipping Date: 03/05/24
Ordered By: Jose
Passed By: [Signature]

ORDER NUMBER 01 - 00185743 - 01

Game	Name	Count	Packs
1635	\$100,000 A YEAR FOR LIFE	(1)	091888
1677	DIAMONDS AND GOLD	(1)	104440
1679	LUCKY LOOT	(2)	050009 050010
1681	CASHWORD 30	(4)	106986 106987 106988 106989
1698	TWISTED BINGO	(2)	032908 032909
1699	\$1,000,000 EXTREME CASH	(1)	077687
1704	\$200,000 CASHWORD 10	(1)	074189
1705	\$100,000 CASHWORD 12	(1)	079367
1711	\$1,000,000 TITANIUM	(1)	062058
1716	5X THE MONEY 17TH EDITION	(1)	044454
1730	18X CASH 17TH EDITION	(1)	030892
1742	SHOW ME \$50,000!	(2)	024244 024245
1745	FAST CASH	(1)	004517
1731	STUD POKER	(2)	008504 008505
1739	\$2,000,000 MEGA MULTIPLIER	(2)	052045 052046
1751	\$500,000 CASHWORD	(1)	028404
1718	20X CASH 9TH EDITION	(2)	025336 025336
1750	WILD MULTIPLIER	(1)	027037
1776	PINBALL WIZARD	(4)	011206 011867 011868 011869
1746	CASH IS KING	(1)	015546
1790	\$4,000,000 FORTUNE	(2)	033742 033743
1780	HUSKY HOOPS	(1)	010779
1762	BOOM	(1)	003948
1764	200X	(1)	012154
1765	\$50,000 CASHWORD	(2)	011813 011814

PACKAGES: 3234330 3234331 3234332 3234333
TOTAL PACKS: 39 TOTAL PACKAGES: 4

If you have any problems with this order please call the Lottery at 800.713.2630 or 800.842.5688. Please have this form available to discuss the order. It contains all the information the Lottery will need to review the order.

Image D



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Appendix A

Supporting Images cont.

Image E



Image F



Image G



Image H



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Appendix B-1

Price Proposal

PRIMARY SHIPPING SERVICE – Instant Ticket Package Delivery

The pricing in this section is to be completed by the Proposer to commit to pricing for instant ticket package delivery. Consider for purposes of completing this section that the CLC’s monthly package volume has ranged from 15,000 - 25,000 packages. Additionally, the majority of deliveries made to each retailer location consist of 1-3 packages. If packaging determines pricing, such as in the event that CLC shifts to using more boxes for heavier orders, or more use of mylar-type bags, then Proposers should say so in their pricing submissions.

Proposers must provide both Pricing Per Package and Pricing By Weight to assist the CLC in determining the most advantageous pricing approach.

Pricing Per Package

Flat pricing should be proposed regardless of weight or speed of delivery (i.e., next day or two day).

Price Per Package	
Game Order	Per Package
Daily	\$
New	\$

Discounted price for multiple packages of daily/new game orders to the same retailer location

Discounted Price Per Package	
Game Order	Per Package
Daily/New	\$

OR

Pricing By Weight

Price Per Weight		
Game Order	Up to 10 lbs.	Over 10 lbs.
Daily	\$	\$
New	\$	\$

Alternative Pricing and Packaging Recommendations

The CLC will consider alternate recommendations from Proposers for pricing primary shipping services, which can include alternate packaging recommendations to achieve the CLC’s cost, efficiency, and sustainability objectives. Proposers should provide a clear and detailed explanation of their alternate pricing models along with all associated costs and expenses and packaging options.

By: _____
(Print name)

(Signature)*

Title: _____
Date: _____

***NOTE:** In order to be considered valid, Appendix B-1 must be signed by a principal officer or owner of the business entity that is submitting the Proposal.

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Appendix B-2

Price Proposal

SECONDARY SHIPPING SERVICE - Point of Sale Material & Acrylic Dispensers

The pricing in this section is to be completed by the Proposer to commit to pricing for secondary shipping services. Package volume and weights are too variable to provide example quantities.

Describe pricing by table or other method to cover secondary shipping services. Provide notes fully explaining any details needed to understand the Proposer’s secondary shipping pricing approach, such as how the following variables could affect pricing: next day versus two day delivery, items weighing up to 10 lbs. and over 10 lbs., and when dimensional item size may replace actual item weight.

Courier service pricing pages submitted to the CLC must be signed by an authorized representative of the Proposer. Signatures must include the authorized representative’s printed name, title, and date.

By: _____
(Print name)

Title: _____

(Signature)*

Date: _____

***NOTE:** In order to be considered valid, Appendix B-2 must be signed by a principal officer or owner of the business entity that is submitting the Proposal.

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Appendix B-3

Price Proposal

COURIER SERVICE

As described in Part II, Statement of Needs, packet and document delivery from CLC to other offices and state agencies, post office pick-ups, bank deposits, and other special courier-like tasks.

Describe pricing by table or other method to cover courier services. Provide notes fully explaining any details needed to understand the Proposer’s courier pricing approach.

Courier service pricing pages submitted to the CLC must be signed by an authorized representative of the Proposer. Signatures must include the authorized representative’s printed name, title, and date.

By: _____
(Print name)

Title: _____

(Signature)*

Date: _____

***NOTE:** In order to be considered valid, Appendix B-3 Price Proposal must be signed by a principal officer or owner of the business entity that is submitting the Proposal.

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Appendix C

**DCP’s Vendor or Affiliate Application
DCP’s Class I Occupational License Application
DCP’s Class II Occupational License Application**

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Appendix D

Prohibition Against Gaming Participation

The Successful Proposer will notify Key Persons that they and certain members of their households are prohibited from purchasing and participating in, or sharing the winnings from, any CLC lottery game or multijurisdictional lottery game in which the CLC participates (i.e., Powerball, Mega Millions, Lucky for Life). The CLC will provide the Successful Proposer with the wording of such notice at the time of contracting. Each Key Person will remain ineligible to play or win, regardless of his/her receipt of such notice.