



Connecticut Lottery Corporation
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REQUEST FOR PROPOSALS

RFP Number: CLC202204

RFP Description: Instant Ticket Delivery and Miscellaneous Messenger Services

RFP Issue Date: February 27, 2023

Submission Deadline: March 28, 2023 by 2:00 PM Eastern Time

**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 2,900 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, and Proposers should address its ability to provide any part of these services in the Proposal – 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 from 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 will have the option to extend the contract, in its sole discretion, for up to five (5) additional years in one or more extensions and in any combination of months or years under terms and conditions agreed upon by the parties. 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. 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. Proposers must describe how they can segregate and secure the instant ticket packages while in their custody.

Instant ticket and lottery material packages will be packed and shipped out of CLC's Wallingford warehouse during the projected term of the contract. The Successful Proposer and CLC will work collaboratively to interface its respective shipping, delivery and tracking solutions. In responding to this RFP, Proposers must consider the dynamics of the situation while providing continuity of services. 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 must provide appropriately sized, clean, 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

Proposer Questions Deadline*	March 15, 2023 by 2:00 PM Eastern Time. Email questions to stephen.day@ctlottery.org
CLC Responses To Questions	Anticipated on or after March 20, 2023
Proposal Submission Deadline*	CLC must receive Proposals by 2:00 PM Eastern Time on March 28, 2023. Proposals should be sent via email to: stephen.day@ctlottery.org *Should Proposer need special accommodations, as it relates to submission methods (i.e. mail, USB, hand delivery etc.) Proposer contact CLC at the email address set forth above.*
CLC Notification to Finalists Invited for In-person Presentations	Anticipated on or after April 17, 2023
CLC Site-Visits of Finalists' Facilities	TBD scheduled with finalists
Preliminary Notice of Award	Anticipated May 1, 2023

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 Procurement 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. 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. Respondents can propose to handle all of, 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; and
- Courier Service. Miscellaneous messenger services, as needed, including pickup and delivery of interoffice mail, packages, and other items to and from CLC offices, 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 pickup packages from the CLC's warehouse each day, Monday through Friday. The CLC will coordinate with Successful Proposer on consistent pickup times and processes with an anticipated pickup address at 15 Sterling Dr., Wallingford, CT 06492.

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 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 pickup 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. 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. 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.

Currently, instant tickets are shipped in secure packaging envelopes. Currently, the CLC uses Jiffy #7 self-adhesive (14.25" x 19.0") envelopes, but the CLC is exploring the use of poly bags and corrugate boxes. While Proposers must be able to handle the CLC's current Jiffy envelopes, Proposers should indicate their ability to accommodate the alternative packaging solutions suggested by the CLC and/or identify additional packaging solutions they have available. If Proposer requires specific packaging that must be made clear in its Proposal.

4. 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. This scan will be compared to the electronic file sent prior to pickup. 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 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.

5. HANDLING OF PACKAGES

Proposals must include description of Proposer sorting, handling, and storage of 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).

6. 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.

7. 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 are required to verify the recipient and get the recipient'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 CLC. Proposals should include a description of the company's delivery signature process and exceptions.

8. 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.

9. 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. CLC will coordinate with Successful Proposer the use of accurate delivery addresses in CLC's system.

10. 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. Successful Proposer must work with 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" are packages and content that are damaged beyond practical use that occurred while in the Successful Proposer's possession, custody, or control.
- A "miss-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 pickup 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, but no later than the end of the business day 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.

11. MISSED OR LATE DELIVERIES

If the Successful Proposer fails to deliver a package within 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.

12. 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. At the end of the billing cycle, the CLC and the Successful Proposer will review returned packages for that cycle to determine invoicing for returns.

The Successful Proposer will provide the CLC a written statement of date, time, and reason codes for unsuccessful delivery on a daily basis.

13. 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.

14. CO-MINGLING OF CUSTOMER GOODS

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.

15. 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.

16. 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. **Access to Facilities.** The CLC and the DCP shall have the right to unannounced and unfettered access to the Successful Proposer's facilities and those of any Subcontractor at all times for security inspections and audit of security controls.
- e. **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.
- f. **Facilities Visitor Log.** The Successful Proposer and its Subcontractors must maintain accurate and up-to-date logs of visitors to their facilities.
- g. **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.
- h. **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.**
- i. **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.

- j. 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

1. VEHICLE INFORMATION

The Successful Proposer will provide its own vehicles for deliveries or those of its Subcontractors. Delivery vehicles must 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.

2. "ON CALL" MESSENGER SERVICES

The CLC may require periodic on call messenger services for pick and delivery of various items to the CLC, the CLC's satellite offices, and to other state agencies, as well as making bank deposits and post-office runs. **Proposers shall include the hourly rate for the messenger services in the Pricing Proposal.**

3. SERVICE TO CLC'S HIGH-TIER CLAIMS CENTERS

The Successful Proposer must be capable of picking up and delivering packages to the 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 pickup envelopes containing claim forms and validated winning tickets from each high-tier claim center. These envelopes must be 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 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. 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.

3. 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.

4. 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 the 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 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 CLC will reject, and may return, Proposals received after the Submission Deadline or that are submitted by any other means and/or in any other format. The CLC will NOT accept late Proposals.

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. 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.

C. 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 or not it is resides solely with the Connecticut Freedom of Information Act Commission. 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.

D. CONTENT REQUIREMENTS

Each email 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. References

Upon request, Proposer shall provide references from customers for whom Proposer has done a similar volume of work. Proposer acknowledges and understands that CLC may contact said references, once provided.

3. 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.

4. 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.

5. 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 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 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.

6. 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.

7. 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.

****Change in Financial Condition--**If a Proposer experiences a change in financial condition prior to the award of a contract or during the term of 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

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

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.

8. Price Proposal

Proposers must provide a Price Proposal (See Appendix B) completed and signed. This template provides 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.

9. Required State Certifications

All 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>.

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

Sections 5, 6, 7, and 9 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.**

F. 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.

G. 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;

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.

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. 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. 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.

K. SERVICE LEVELS & LIQUIDATED DAMAGES

To be developed with Successful Proposer based on services provided.

PART VI. MANDATORY STATE CONTRACTING PROVISIONS

The final 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 are attached hereto as Appendix E and can be found on CLC’s website under the Procurement tab.

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.

Appendix A

SAMPLE LABEL

Connecticut Lottery Corporation
777 Brook Street
Rocky Hill CT 06067

Shipment Date: 09/13/12
Telephone Sales

110035

BLUE'S PACKAGE STORE

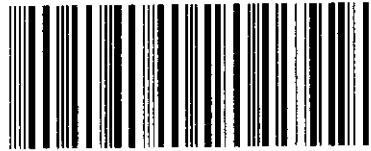
139 Barbour St

HARTFORD

CT 06120

Courier Zone: 8B

Package: 1 of 1



2112661

APPENDIX B - PRICING TABLE

PRIMARY SHIPPING SERVICE - INSTANT TICKET PACKAGE DELIVERY

The pricing in this table is to be completed by the Proposer to commit to pricing for instant ticket package delivery. The package volume and weights shown below are a good example of the low range of CLC's monthly volume and package weight distribution. For the higher range of monthly package volume (over 20,000 per month) the majority of packages will fall into the 1-3lbs. groups. Pricing should be provided for both next day and two day delivery. Flat pricing can be proposed regardless of weight and speed of delivery if that is your preferred method.

Notes must be provided to describe weight requirements for pricing, such as 1lbs. means all packages weighing up to and including 1lbs., or all packages weighing less than 1lbs. Additionally include how the delivery time is measured relative to the next day and two day deliveries - such as delivery by 6pm falls within the delivery day.

Also note if packaging determines pricing in the event that CLC shifts to more boxes for heavier orders, or more use of mylar-type bags.

Package Count	Weight (LBS)	Percent of Packages	Next Day Pricing	Two Day Pricing
307	1	2%		
2,199	2	14%		
896	3	6%		
3,303	4	22%		
4,438	5	29%		
4,202	6	27%		
15,345				

SECONDARY SHIPPING SERVICE - Point of Sale Material & Acrylic Dispensers

The pricing in this table is to be completed by the Proposer to commit to pricing for other standard shipping services. The package volume and weights are too variable to provide example quantities.

Provide pricing table for next day and two day delivery for 1-10 lbs., and information regarding when dimensional size replaces actual package weight.

Weight (LBS)	Next Day Pricing	Two Day Pricing
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Notes must be provided to describe weights requirements for pricing, such as 1lbs., means all packages weighing upto and including 1lbs., or all packages weighing less than 1lbs. Additionally include how the delivery time is measured relative to the next day and two day deliveries - such as delivery by 6pm falls within the delivery day.

COURIER SERVICE

As described in RFP 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 the courier services.

Provides notes fully explain any details needed to understand courier pricing.

**STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
License Services
450 Columbus Blvd, ste 801
Hartford, Connecticut 06103**

APPLICATION FOR A CLASS II OCCUPATIONAL LICENSE FOR THE FOLLOWING CATEGORIES:

Key Executive Officer	Trustee Other Control Person	Agent Director	Partner Shareholder	Owner	Managing Members
--------------------------	---------------------------------	-------------------	------------------------	-------	---------------------

(Please type or print name)

Applicant's Name (Last) _____ (First) _____ (Middle) _____

Pursuant to Section 12-574(g)/12-815a(d)(2) of the Connecticut General Statutes, I apply for an Occupational license for the following categories for the license year ending:

LICENSE CATEGORY	BUSINESS ORGANIZATION

License Fee _____, enclose check payable to "Treasurer State of Connecticut."

NOTE: Chapter 226/229a of the Connecticut General Statutes mandates that each Class II Occupational License applicant be fingerprinted and photographed. Enclosed are FBI and Connecticut State Police cards for your use. Also, please attach or clip one passport size full face color photograph.

GENERAL INFORMATION

1. Applicant agrees that any license which may hereafter be granted to said individual is predicated upon the statements and answers herein contained and that for any false or misleading statement or answer said license may be revoked. Applicant's background will be investigated by the Department of Consumer Protection, Department of Public Safety and other agencies of the State. Fingerprints and photographs shall be required.
2. False information or lack of total disclosure on any aspect of this application may result in license denial.
3. Information requests must be answered completely by the applicants. Such information is to be provided as of the date of application unless otherwise specified. Information that has been previously submitted to the Department of Consumer Protection should be so indicated and need not be resubmitted with the application if complete. If a question is not applicable to your application, please write "Not Applicable."
4. Applicant must indicate each license category(s) and business organization(s) for which the application is being submitted. If more than one category or business organization is applicable, please list each separately. It is the responsibility of the applicant to IMMEDIATELY notify the Department of Consumer Protection of any position or status change which will affect the license category and/or business organization for which the applicant has been licensed.

5. To preclude any misunderstanding on the applicant's part, the following terms are defined for your assistance in preparing this application:
- (a) Business Organization – A partnership, firm, corporation, trust or other form of business or legal entity, other than a financial institution regulated by a state or federal agency which is not exercising control over an Association licensee.
 - (b) Control – The power to exercise authority over or direct the management and policies of a person or business organization.
 - (c) Management – Any person or entities having responsibility to manage, direct, or administer the affairs of a person or business organization. Management includes, but is not limited to, members of the board of directors of a corporation, officers in charge of principal business functions, or principal owners.
 - (d) Related or Related Party – Of any licensee: its affiliates, principal owners, management and members of their immediate families; and any other party who has the ability to significantly influence, directly or indirectly, the licensee from fully pursuing its owner separate management operating policies. This includes any power of attorney or fiduciary capacity delegated to any of the above.
 - (e) Principal Owner or Principal Stockholder – means the owner(s) of record or known beneficial owner(s) of more than 10 percent of a business organization's debt, equity or voting interest, or who receives more than 10 percent of income earned or distributed from a business organization.
 - (f) Legalized Gambling Entity – means any conditional licensee, licensee or possible licensee who may conduct or participate in legalized gambling in or out of the State of Connecticut.
 - (g) Agent – means anyone to whom control or management, as defined herein, or any person actually or ostensibly authorized to represent and act on behalf of any principal.
 - (h) Key Executive and Other Control Person – means any person, to which the terms “control,” “management,” “related” or “principal owner” apply.
 - (i) Immediate Family – means spouse, children, stepchildren, adopted children as they relate to the applicant.

SPECIFIC INFORMATION

The majority of questions and requirements of this application are self-explanatory. However, clarification of certain questions is presented below. Should the applicant need further explanation of any aspect of this application, applicant should contact the Gaming Division of the Department of Consumer Protection at (860) 594-0643.

- 2. If current addresses and telephone numbers of previous spouses are unknown, indicate last known address and clearly label as such.
- 3. (A) if applicable, include both full married and maiden names. “Address” refers to residential address, but if different from mailing address, please indicate such. The “Occupation” should include both the general occupation and specific title held, if applicable. It should be further noted that a person may be a full-time student and may also hold an official title in a business or organization or serve in a capacity as an officer, director, etc., and should be disclosed under “Occupation/Title.”

5. (A) "Percentage Ownership" relates to both investment in the business indicated above and/or any loans or other debts. Specify type of ownership with each percentage. "Salaries or Benefits" should indicate as (1) the amount of salary or benefit reported on the W-2 annually and (2) should indicate the amount of other annual benefits such as, but not limited to, cars, housing, entertainment and travel, life insurance, deferred compensation plans or other compensation whether taxable or non-taxable as income by any federal, state or municipal taxing authority.
- (B) "Title or Descriptive Relationship" should indicate whether individual is, in addition to an employee in 5(a), an officer, director, owner, principal stockholder or maintains other business relationships. "Description of Responsibilities" and time required to perform such are self-explanatory. With regard to the "Percentage of Ownership/Debt Equity," please indicate the cost and market value and clearly label each. "Compensation or Other Dollar Amount Benefit per Year" should indicate as (1) the amount representing actual salary or direct compensation, and as (2) the amount indicating the other annual benefits such as, but not limited to, cars, housing, entertainment and travel, life insurance deferred compensation plans or other compensation provided whether taxable or non-taxable as income by any federal, state or municipal taxing authority. If the applicant feels that further clarification or explanation of the second compensation amount would be beneficial in processing this application for licensing, such should be indicated on separate sheet(s) and submitted as the exhibit number 5(B).
- (D) The exhibit should include the name of each corporation or partnership or other business organization and the doing business as (dba)' name. Also include state(s) in which such now operates or has operated and/or whether such application(s) were approved, issued, denied, suspended, revoked or is currently being considered.
- (E) Such exhibit statement should include, but not be limited to, date(s), jurisdiction(s) and reason(s) for such appearance(s).
6. The "Statement of Financial Position" should be as of June 30 or a more recent month ended of the current year. As stated, all entries should be shown at current market value unless unavailable and otherwise indicated as representing a different basis. **All assets and liabilities of the applicant and spouse must be listed.** The following instructions and comments are offered for your assistance:
- (A) Schedule 'A' – Cash on Hand & In Banks - Depository and location, provide information regarding the name and physical location of such cash. In answering whether such cash is pledged, this means pledged as collateral or restricted by other provisions of the applicant's investments or debt positions.
- (B) Schedule 'B' – Government & Marketable Securities – Description should include type of stock or bonds, name of issuing entity as well as issue and maturity date, if bonds. All marketable investments such as treasury notes and other notes not shown as loans receivable should be included here.
- (C) Schedule 'C' – Non-Marketable Securities – Description should include all bonds and notes which are restricted or controlled and were not issued as a public offering. The basis of such valuation as shown in the "Statement of Financial Position" must be disclosed. If such items are worthless, indicate so. Currently non-marketable stock, which represents suspended trading or worthless public stock, must be disclosed.
- (D) Schedule 'D' – Restricted or Control Stocks – Schedule should include all stocks of closely held corporations or closed corporations.

- (E) Schedule ‘E’ – Partial Interest in Real Estate Equities – Schedule should include any real property held in partnership or together with other individuals other than spouse. The type of property should be described as to building, land, residential, business, etc.
 - (F) Schedule ‘F’ – Real Estate Owned – Schedule should include every property owned by applicant and spouse. The type of property should be indicated as outlined for Schedule ‘E’ above.
 - (G) Schedule ‘G’ – Mortgages and Loans Receivable – Schedule should include all information requested for each loan or mortgage provided by the applicant. The mortgagor/lendee represents to whom such funds were loaned by the applicant.
 - (H) Schedule ‘H’ – Notes Payable to Financial Institutions – This schedule represents amounts payable only to regulated financial institutions.
 - (I) Schedule ‘I’ – Amounts Payable to Others – This schedule represents all loans other than mortgages payable under Schedules ‘E’ and ‘F.’ Lender is the person or entity who loaned the applicant such monies.
 - (J) In the “Statement of Financial Position,” the sections providing for “Other Assets” and “Other Debts” may be utilized to provide disclosure of any partnership investments, overdrawn positions, etc., in addition to any miscellaneous items of assets or liabilities not provided for elsewhere. The applicant should not confuse the classification of loans receivable or payable with partnership drawing accounts or corporation loans receivable or payable with equity investments. If a business organization discloses a loan on its “Statement of Financial Position” (Balance Sheet), the same classification should be used by the applicant on his/her personal statement of financial position. If the “Statement of Financial Position” and/or any schedule would benefit by a note(s) disclosing information which would assist in clarification and/or processing this application, such may be included by the applicant as an exhibit and so labeled (e.g., individual may act in the capacity of an individual or corporate officer regarding securing of loans and such may affect his personal financial position as shown).
8. Type of source and type of income received represent cash, property, etc., and trust, stipend, etc., respectively.
 13. This exhibit should include all current litigations or contingencies which has not been shown as a liability on the “Statement of Financial Position,” since it is uncertain. In addition, all liabilities which have been shown on the “Statement of Financial Position” which are the result of litigation or contingencies, should be elaborated upon in this exhibit. In regard to the impact of an unfavorable decision, please include a dollar amount or other effect of a possible unfavorable decision.
 14. These questions are directed to applicants, who represent a legalized gambling entity in any capacity or a related entity of such who does business with individuals or business organizations who may benefit directly or indirectly from related control, related ownership, or related business association.

1A. PERSONAL INFORMATION

Applicant's Name (Last) (First) (Middle)

Alias(es), Nicknames, Maiden Name (Other Name Changes, Legal or Otherwise)

Legal Residence Zip Code

Mailing Address

Telephone () Residence () Business

Email address

Social Security Number Date of Birth

Place of Birth City State Country, if Foreign Born

Height Weight Color of Eyes Color of Hair

A. Of what country are you a citizen? _____

B. If you are not a citizen of the United States list:

1. Port of Entry to the United States: _____

2. Name and address of sponsor upon your arrival: _____

C. If you are a naturalized citizen, provide the following information:

Petition Number Date Granted Court City/State of Court Certification Number

D. If you are a legally authorized Permanent Resident Alien, provide the "A" number from your Alien Registration Card (1 151 or 1 551) and attach a copy of such. _____

E. If you do not have an Alien Registration Card but are an alien authorized to be employed in the United States, please provide the "A" number from that authorization and attach a copy of such. _____

Applicant's Initials _____

2. **MARITAL INFORMATION:**

Single _____ Married _____ Separated _____ Divorced _____ Widowed _____

Current Spouse's Full Name (Maiden): _____

Legal Residence: _____

Mailing Address: _____

Telephone: Residence (_____) Business (_____)

Date of Birth _____ Place of Birth _____ (City _____ State _____ Country, if Foreign Born)

Occupation _____ Spouse's Employer _____

Employer's Address _____

Previous Marriages: If ever legally separated, divorced or annulled, indicate below:

Name of Spouse Date of Order or Decree Nature of Action City, County and State

List the names and current addresses of previous spouse(s): See "Specific Information Page 2"

Name		Address			
	Street	City	State	Zip	Telephone #
	Street	City	State	Zip	Telephone #
	Street	City	State	Zip	Telephone #
	Street	City	State	Zip	Telephone #

Applicant's Initials _____

3. **FAMILY INFORMATION:** *(For decedents, give full name (maiden), and date of birth only).*

A. **Children and Dependents:**

List names, residence addresses, dates of birth, and most recent occupations of all children, including stepchildren and adopted children:

Name (Maiden)	Birth Date	Address	Occupation

4. **MILITARY INFORMATION:**

Have you ever served in any armed forces? Yes _____ No _____

Branch	Date of Entry
Date of Separation	Type of Discharge
Rating at Separation	Serial Number

While in the military service, were you ever convicted of an offense as a result of summary action, a trial, or special or general court martial? Yes _____ No _____

If "Yes," submit as Exhibit No. 4, a statement fully describing each offense, date and nature of disposition for each conviction.

Applicant's Initials _____

EMPLOYMENT, BUSINESS ASSOCIATIONS & FINANCIAL POSITION

5.A. Beginning with your current employment, list your work history, all businesses with which you have been involved, and/or all periods of unemployment for the last ten years.

Month and Year (From-To)	Name/Mailing Address of Employer/Business		Name of Supervisor
Title/Occupation	Description of Duties	Type of Business	Reason for Leaving
Salaries or Benefits 1. 2.	Percentage of Ownership/Debt Equity	Percentage of Time and Number of Hours Required to Perform Duties per Year	Business Organization Involved in Legalized Gambling? Yes ___ No

Month and Year (From-To)	Name/Mailing Address of Employer/Business		Name of Supervisor
Title/Occupation	Description of Duties	Type of Business	Reason for Leaving
Salaries or Benefits 1. 2.	Percentage of Ownership/Debt Equity	Percentage of Time and Number of Hours Required to Perform Duties per Year	Business Organization Involved in Legalized Gambling? Yes ___ No

Month and Year (From-To)	Name/Mailing Address of Employer/Business		Name of Supervisor
Title/Occupation	Description of Duties	Type of Business	Reason for Leaving
Salaries or Benefits 1. 2.	Percentage of Ownership/Debt Equity	Percentage of Time and Number of Hours Required to Perform Duties per Year	Business Organization Involved in Legalized Gambling? Yes ___ No

If necessary, submit as Exhibit No. 5A, a continuation of your employment history utilizing the above format.

Applicant's Initials _____

B. Beginning with your current business associations, list all corporations, partnerships, or any other business entities with which you have been associated as an owner, proprietor, partner, associate, officer, director, principle stockholder or related capacity within the last ten years.

Month and Year (From-To)	Name/Mailing Address of Employer/Business		Title or Descriptive Relationship
Percentage of Ownership/Debt Equity	Dollar Value at Cost & Market	Compensation or Other Dollar Amount Benefit per Year 1. 2.	Business Organization Involved in Legalized Gambling? Yes ___ No

Month and Year (From-To)	Name/Mailing Address of Employer/Business		Title or Descriptive Relationship
Description of Responsibilities		Type of Business	Percentage of Time and Number of Hours Required to Perform Responsibilities per Year
Percentage of Ownership/Debt Equity	Dollar Value at Cost & Market	Compensation or Other Dollar Amount Benefit per Year 1. 2.	Business Organization Involved in Legalized Gambling? Yes ___ No

Month and Year (From-To)	Name/Mailing Address of Employer/Business		Title or Descriptive Relationship
Description of Responsibilities		Type of Business	Percentage of Time and Number of Hours Required to Perform Responsibilities per Year
Percentage of Ownership/Debt Equity	Dollar Value at Cost & Market	Compensation or Other Dollar Amount Benefit per Year 1. 2.	Business Organization Involved in Legalized Gambling? Yes ___ No

If necessary, submit as Exhibit No. 5B, a continuation of your business associations in the above format.

Applicant's Initials _____

C. Have you ever held a privileged or professional license or permit, including but not limited to, the following, in any state?

Liquor	Pharmacist
Real Estate Broker or Salesman	Securities Dealer
Accountant	Legalized Gambling (Type)
Lawyer	Firearms
Doctor	

Yes _____ No _____

If answer to the above Question "C" is "Yes," submit as Exhibit No. 5C, a full disclosure indicating: (1) type of each license or permit; (2) each issuing state and/or country; (3) specific dates(s) of each license/permit held; (4) complete description of any and all disciplinary actions(s) or litigation taken against you in your licensed capacity.

D. Does the applicant now have (or ever had) any other interest or connection with the following:

Any racing, jai alai, lottery, off-track betting, casino entity, or any other form of entity conducting legal wagering?

Yes _____ No _____

Any application which has been denied by any legalized gambling agency or authority?

Yes _____ No _____

Any racing, jai alai, lottery, off track betting, casino operation, or any other form of entity which has had a license suspended or revoked?

Yes _____ No _____

If answer to any of the foregoing parts of the above Question "D," is "Yes," submit as Exhibit No. 5D, a full disclosure indicating: (1) names and addresses of involved individuals and/or business organizations; (2) nature of interest or connection (giving dates); (3) place of wagering activity; (4) name under which such wagering activity was conducted; (5) complete description of events pertaining to legal gambling activity; license application, license approval or denial, license suspension or revocation.

E. Have you ever been fined, suspended or appeared as a respondent to any administrative action undertaken by a licensing agency, or similar authority, in or outside the State of Connecticut, for any reason whatsoever?

Yes _____ No _____

If the answer to the above Question "E" is "Yes," submit as Exhibit No. 5E, a statement describing the full particulars of your appearance(s).

Applicant's Initials _____

6. Statement of Financial Position as of _____ 20____, at Current Market value (Unless Unavailable and Otherwise Indicated). **All Assets and Liabilities of the Applicant and Spouse must be listed:**

ASSETS	In Dollars (Omit Cents)
Cash on Hand and in Banks – See Schedule ‘A’	
Govt. & Marketable Securities – See Schedule ‘B’	
Non-Marketable Securities – See Schedule ‘C’	
Securities Held by Broker in Margin Accounts	
Restricted or Control Stocks – See Schedule ‘D’	
Partial Interest in Real Estate Equities – See Schedule ‘E’	
Real Estate Owned – See Schedule ‘F’	
Mortgages and Loan Receivables – See Schedule ‘G’	
Cash Value – Life Insurance (not face value)	
Other Assets – Itemize & Include Basis	

TOTAL ASSETS: _____

LIABILITIES AND NET WORTH	In Dollars (Omit Cents)
Notes Payable to Financial Institutions – Secured – See Schedule ‘H’	
Notes Payable to Financial Institutions – Unsecured – See Schedule ‘H’	
Due to Brokers	
Amounts Payable to Others–Secured – See Schedule ‘I’	
Amounts Payable to Others–Unsecured – See Schedule ‘I’	
Accounts and Bills Due	
Other Unpaid Taxes & Interest – Itemize	
Real Estate Mortgages Payable – See Schedules ‘E’ & ‘F’ (Part 2)	
Other Debts – Itemize	

TOTAL LIABILITIES: _____

NET WORTH: _____

TOTAL LIABILITIES & NET WORTH: _____

Applicant’s Initials _____

Schedule 'A' - Cash on Hand & In Banks

Depository	Location	In Name of	Are These Pledged?	Amount

Schedule 'B' – Government & Marketable Securities

No. of Shares or Face Value (Bonds)	Description	In Name of	Are These Pledged?	Cost Value	Current Value

Schedule 'C' – Non-Marketable Securities

No. of Shares or Face Value (Bonds)	Description	In Name of	Are These Pledged?	Basis of Valuation	Cost Value	Current Value

Schedule 'D' – Restricted or Control Stocks

No. of Shares or Face Value (Bonds)	Description	In Name of	Are These Pledged?	Basis of Valuation	Cost Value	Current Value

Applicant's Initials _____

Schedule 'E' – Partial Interest in Real Estate Equities – Part 1

Type of Property	Address	Title in Name of	Date Acquired

Schedule 'E' – Part 2

Cost Value	Mortgagee Name & Address	Mortgage Balance	Market Value

Schedule 'F' – Real Estate Owned by Applicant and/or Spouse – Part 1

Type of Property	Address	Title in Name of	Date Acquired

Schedule 'F' – Part 2

Cost Value	Mortgagee – Name & Address	Mortgage Balance	Market Value

Schedule 'G' – Mortgage & Loans Receivable

Name & Address of Morgagor/Lendee	Original Amount	Current Balance	Effective Rate	Secured or Unsecured	Original Date

Schedule 'H' – Notes Payable to Financial Institutions

Name & Address of Financial Institution	Original Amount	Current Balance	Effective Rate	Secured or Unsecured	Original Date

Applicant's Initials _____

Schedule 'I' – Amounts Payable to Others

Name & Address of Lender	Original Amount	Current Balance	Effective Rate	Secured or Unsecured	Original Date

7. Submit as Exhibit No. 7, a statement indicating complete disclosure of all assets pledged. Fully describe to whom each asset is pledged, the agreement governing such pledge and the requirements for release of such pledge. _____ Not Applicable

8. Submit as Exhibit No. 8, a statement indicating all additional major sources of income during the previous twelve months including but not limited to blind trusts and stipends which have not been included in Question 5 (A) and (B). Fully describe the type of source, type of income received, including the dollar value of such, or other consideration received, and list the names and addresses of the entities or individual sources described. _____ Not Applicable

9. Do you have a safe deposit box, other depository and/or access to any depository? Do you have an interest in, a signature or authority over a bank account, securities account, or other financial account in this or a foreign country, which has not been previously disclosed in Question 6, Schedule 'A'? Yes _____ No _____

If the answer to Question 9 is "Yes," submit as Exhibit No. 9, a statement containing the box number, type of depository or account, account number, location, names and addresses of other person's depository or account, and a description of the type of interest in such box or accounts.

10. Submit as Exhibit No. 10, complete copies of the applicant's most recent federal, state and municipal tax returns.

11. To the best of your knowledge have you, the applicant, complied with all requests for financial disclosures as required by the State of Connecticut, Department of Consumer Protection? Yes _____ No _____

If the answer to Question 11 is "No," submit as Exhibit No. 11, a statement fully explaining reason(s) for failure to provide disclosure information.

12. Have you, in the past, as an individual, member of a partnership, or principal stockholder, director or officer of a corporation, ever been party to a bankruptcy or to a lawsuit as either a plaintiff or defendant? Yes _____ No _____

If the answer to Question 12 is "Yes," submit as Exhibit No. 12, a statement describing the full particulars of the bankruptcy or lawsuit(s).

Applicant's Initials _____

13. Submit as Exhibit No. 13, a statement disclosing all current, and material (more than \$100,000.00 in the aggregate) litigation, unsatisfied judgments, decrees, orders and currently disclosable contingencies. Provide such details as dates, principal parties thereto, and factual and legal basis for such. Explain the impact such may have upon the applicant if an unfavorable decision is rendered. _____ Not Applicable

14. Are you, as applicant, related through control, family or business association to any other individual or business organization doing business with any legalized gambling entity?
Yes _____ No _____

If the answer to Question 14 is “Yes,” submit as Exhibit No. 14, a statement containing the names and addresses of individual or business organizations providing and/or receiving the goods or services to (from) the gambling entities. Include names and addresses of the related individuals and a full description of the goods or services rendered. Indicate the dollar amount and percentage of business such represents, if known. If a fee or other consideration was (or is to be) paid or received for these transactions, indicate the value and to whom such was paid or received.

15. Are you, the applicant, delinquent in or in dispute over the filing of any report or the payment of any tax as required by federal, state or municipal laws?
Yes _____ No _____

If the answer to Question 15 is “Yes,” submit as Exhibit No. 15, a statement fully describing the reasons of delinquency or dispute. Include the government agencies and time periods involved.

16. Have you or your spouse EVER been convicted of any crime, felony, misdemeanor, disorderly persons offense, or other offense, including motor vehicle crimes (other than a traffic violation)?
Yes _____ No _____

If the answer to Question 16 is “Yes,” submit as Exhibit No. 16, a statement fully describing each offense, name and address of the court, and date and nature of disposition for each conviction. Indicate self or spouse.

17 A. Have you, the applicant, ever been questioned by a city, state, or federal law enforcement agency, commission or committee in connection with your alleged commission of a crime?
Yes _____ No _____

17 B. Have you ever been subpoenaed to appear or testify before a federal, state or county grand jury, board or committee in connection with a claim that you have committed a crime?
Yes _____ No _____

If any answer to Question 17 A or B is “Yes,” submit as Exhibit No. 17A or 17B, a statement describing the full particulars, circumstances and reasons associated with the incident(s).

Applicant’s Initials _____

EXHIBITS FURNISHED AS REQUIRED BY THIS APPLICATION

Exhibit Number	Name of Individual (1) By Whom Made or (2) Under Whose Direction Exhibit was Prepared (Show Which). If Exhibit is not Applicable, Indicate N.A.	Official Title
4		
5A		
5B		
5C		
5D		
5E		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17 A or B		

Applicant's Initials _____

LICENSE APPLICATION CONDITIONS

By the signing of this application, the applicant acknowledges that, if a license be granted, it will become the duty of the applicant/licensee to file with the Department of Consumer Protection such reports and financial data as may be required by State Statute or by such Rules and Regulations as the Department of Consumer Protection has adopted or may hereafter adopt, and to make such payments and/or fees as may be required by law. The aforementioned duty shall continue for the entire term (duration) of the license. If the applicant/licensee fails to abide by these requirements, the applicant/licensee shall incur the penalties set forth in Chapters 226 and 226b/229a of the Connecticut General Statutes or in such Rules and Regulations as said Department of Consumer Protection has adopted or may hereafter adopt.

If a license is issued, the applicant agrees to abide by and comply with the provisions of Chapters 226 and 226b/229a of the Connecticut General Statutes and any Rules and Regulations heretofore and hereafter promulgated by the Department of Consumer Protection.

Applicant verifies that all exhibits, statements, reports, papers, data, etc. submitted pursuant to this application are true, complete and current. The applicant additionally agrees to THEREAFTER provide the Department of Consumer Protection with full description of any significant operational changes in any of the aforementioned exhibits, statements, reports, papers, data, etc. as said change occurs.

Applicant agrees that any license which may hereafter be granted to said individual is predicated upon the statements and answers herein contained, which may be subject to verification by the Department of Consumer Protection, and that for any materially false or misleading statement or answer, said license may be revoked.

I have read the above paragraphs and information, and agree to the conditions as set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 20 ____.

STATE OF)
) SS.
COUNTY OF) (Town/City) _____

APPLICANT

On this _____ day of _____, 20 ____, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, did personally appear _____, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public/Commissioner of Superior Court/JP

My Commission Expires:

(SEAL)

TAX RETURNS VERIFICATIONS

By the signing of the attached Internal Revenue Service Form 4506 (Request for Copy or Transcript of Tax Form), the applicant authorizes the Department of Consumer Protection to verify, **AS NECESSARY**, any tax information submitted pursuant to this application.

Applicant is required to complete items 1 through 3 on such form and sign (only), do not date.

This form is required in addition to submission of Exhibit 11.

No payment by applicant is required. If the Department of Consumer Protection deems it necessary to obtain tax return copies from the IRS in order to verify that the tax return copies provided by applicant are the same as filed with the IRS, fee will be paid by the Department of Consumer Protection.



STATE OF CONNECTICUT

DEPARTMENT OF CONSUMER PROTECTION

RELEASE AUTHORIZATION

(INDIVIDUAL)

To all Courts, Probation Departments, Selective Service Boards, Employers, Educational Institutions, Banks, Financial and Other Such Institutions, including Credit Reporting Services, and all Governmental Agencies – Federal, State and Local, without exception, both foreign and domestic. I have authorized the Connecticut Department of Consumer Protection and the Connecticut State Police to conduct an investigation into my background and activities.

Therefore you are hereby authorized to release any and all information pertaining to me, documentary or otherwise, as requested by any employee or agent of the Connecticut Department of Consumer Protection or the Connecticut State Police, and to provide copies of same as requested, provided that he or she certifies to you that I have an application pending before the Connecticut Department of Consumer Protection, or that I am presently a licensee, registrant or person required to be qualified under the provisions of the applicable Connecticut General Statutes and/or Connecticut Department of Consumer Protection regulations.

This authorization shall supersede and countermand any prior request or authorization to the contrary.

A photocopy of this authorization will be considered as effective and valid as the original.

(LEGAL SIGNATURE OF APPLICANT)

NAME OF APPLICANT (PRINT OR TYPE)

DATE OF BIRTH

ADDRESS (Number and Street)

SOCIAL SECURITY NUMBER

CITY, STATE, ZIP

Subscribed and sworn to before me on this _____ day of _____ 20__

NOTARY PUBLIC

COMMISSION EXPIRATION DATE (seal)

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.

Appendix E

MANDATORY STATE CONTRACT PROVISIONS

A. Nondiscrimination Affirmation.

Pursuant to the requirements of C.G.S. §§ 4a-60 and 4a-60a, Contractor agrees not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Contractor agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, C.G.S. §§ 4a-60 and 4a-60a. Contractor understands the obligations of C.G.S. §§ 4a-60 and 4a-60a and will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of C.G.S. §§ 4a-60(a) and 4a-60a(a).

B. Gifts.

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

- (1) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- (2) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- (3) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

Pursuant to the requirements of C.G.S. § 4-252, the CLC represents that its selection of Contractor was not the result of collusion, the giving of a Gift or the promise of a Gift, compensation, fraud or inappropriate influence from any person.

Pursuant to the requirements of C.G.S. § 4-252, the Contractor, for itself and on behalf of all of its Principals and Key Personnel, represents that: (1) no Gifts were made by (A) Contractor, (B) any Principals and Key Personnel of Contractor who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of Contractor or any of Contractor's Principals or Key Personnel who participate substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or employee of the CLC who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over the CLC; (2) no Principals or Key Personnel of Contractor, or its or their agents, know of any action by the Contractor to circumvent such prohibition on Gifts by providing for any other Principals, Key Personnel, officials, or employees of the Contractor to make a Gift to any Applicable Public Official or State Employee; and, (3) the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

C. Prohibited Campaign Contributions.

Pursuant to the requirements of C.G.S. § 9-612, Contractor represents that its chief executive officer or authorized signatory of the Contract has received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions.

D. Iran Investment Affirmation.

Pursuant to the requirements of C.G.S. § 4-252a, Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

E. Ethics in Public Contracting.

Pursuant to the requirements of C.G.S. § 1-101qq, the summary of state ethics laws developed by the Office of State Ethics pursuant to C.G.S. § 1-81b and provided to the Contractor is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract. Contractor represents that its chief executive officer or authorized signatory of the Contract and all key employees have read and understood the summary and agree to comply with the provisions of state ethics laws.

Prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics laws and such summary shall be incorporated by reference into each subcontract or consulting agreement. Contractor's failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of this Contract.