

Connecticut Lottery Corporation

777 Brook Street
Rocky Hill, CT 06067
860-713-2700 (voice)

Invitation to Bid **ADDENDUM 1**

Bid Number: CLC200917
Bid Description: “For-Life” Lottery Games Annuity
Issue Date: December 29, 2009
Response Due: January 22, 2010

Response to Vendor’s question:

Question:

Can we use Moody's Opinion rating Aa3 as one of the "Qualifications of Bidder" in response to the ITB?

Answer:

Pursuant to the “Qualifications of Bidder” section, item #2, the contractor must have credit ratings equal to or better than those listed below from at least two of the three below-listed credit ratings:

CREDIT RATING SERVICE	MINIMUM ACCEPTABLE RATING
Moody’s Service Credit Opinion	“Aa2”
Standard and Poor’s Insurance Rating Service Digest	“AA”
A.M. Best	“A and Contingent A”

The minimum acceptable rating from Moody’s Service Credit Opinion is Aa2, therefore, the Moody’s rating Aa3 would not be accepted.

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Invitation to Bid

Bid Number: CLC200917

Bid Description: "For-Life" Lottery Games Annuity

Issue Date: December 29, 2009

Response Due: January 22, 2010

NOTE: Bids cannot be accepted after the specified bid response date and time. Sealed bids may be submitted via U.S. Postal Service, commercial delivery service or hand delivered; electronic or facsimile versions will not be accepted.

RETURN SEALED BIDS TO:

Janice Beckner CPPB
Associate Fiscal Administrative Officer
Connecticut Lottery Corporation
777 Brook Street
Rocky Hill, CT 06067

Reference: Bid # CLC200917

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Part I

STANDARD BID TERMS AND CONDITIONS

All solicitations issued by the Connecticut Lottery Corporation (CLC) will bind Bidders to the terms and conditions listed below, unless specified otherwise in the Special Terms and Conditions of this Invitation to Bid (ITB) or Request for Proposals (RFP).

Solicitation Responses

1. Forms specified and provided by the CLC in this solicitation must be submitted with the Bid (ITB) or Request for Proposals (RFP) response. Telephone, electronic or facsimile bid responses will not be accepted.
2. The time and date that the ITB or RFP responses are due is clearly stated on each solicitation issued. Bids received after the specified time and date may not be considered. Response envelopes must clearly indicate the bid number and title of the solicitation. The name and address of the Bidder should appear in the upper left hand corner of the envelope.
3. Incomplete forms may result in the rejection of the ITB or RFP response. Amendments to Bids received by the CLC after the time specified shall not be considered. An original and three copies of the proposal shall be returned to the CLC. Bids or RFP responses shall be computer prepared, typewritten or hand written in ink. All bids shall be signed by a person duly authorized to sign bids or RFP responses on behalf of the bidder. Unsigned bids or RFP responses may be rejected. The person signing the bid proposal must initial errors, alterations or corrections on both the original and copies of the proposal.
4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of an ITB.
5. Alternate bids will not be considered. An alternate bid is defined as one that is submitted in addition to the bidders primary response to the ITB.
6. Prices should be extended in decimal, not fraction, and shall include transportation and delivery charges fully prepaid by the Vendor to the destination specified in the Bid or RFP, and subject only to early payment discount.
7. Pursuant to Section 12-816 of the Connecticut General Statutes, the Connecticut Lottery Corporation is exempt from any form of Federal or State taxation. Such taxes must not be included in bid prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
9. Failure to furnish all information requested or to follow the format requested in this ITB may disqualify the bid. The CLC, in its sole discretion, may waive informalities and nonmaterial deviations in the bid. Any waiver of informalities or nonmaterial deviations shall not modify the original ITB or relieve the Vendor from full compliance with the contract requirements, if awarded.
10. All Vendors certify to the CLC that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Vendor, supplier, manufacturer or subcontractor in connection with their Bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, service or anything of more than nominal value, present or promised, to or from any such public employee unless consideration of substantially equal or greater value was exchanged and such consideration was not related to and was not intended to influence any decision regarding this ITB.
11. By submitting their Bids, Vendors certify that they are not currently debarred from submitting Bids on contracts by any agency of the State of Connecticut, or any other state within the United States, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Connecticut or other state within the United States.
12. It is the policy of the CLC to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities in our procurement activities. Toward that end, the CLC encourages firms to provide for the participation of Connecticut small businesses and Connecticut businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. This solicitation, however, is NOT restricted to Connecticut businesses nor those designated as small and/or minority owned businesses. Vendors that are certified through the Connecticut Department of Administrative Services (DAS), Business CONNections as a small, minority, women, or disabled owned business are requested to provide a copy of their current certification of eligibility issued by DAS with their bid.

Guaranty or Surety

13. Bid and or performance bonds may be required. Bonds must meet the following requirement: Corporation – must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership – must be signed by all the partners and indicate they are “doing business as”; Individual – must be signed by the owner and indicated as “Owner”. The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond; a corporate seal must be affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Samples

14. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.
15. Samples are furnished free of charge. Bidder must indicate their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

Award

16. The Lottery is **not** subject to the provisions of Connecticut Public Procurement General Statutes. However, the Lottery's choice of a firm for this purchase will be based on competitive principles and in accordance with Procedures approved by the Lottery's Board of Directors. Bids or RFP's will be evaluated on quality of the article or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, financial responsibility and any other criteria specified in the solicitation. The CLC shall award a Contract to the Vendor whose Bid/RFP is deemed to be in the best interests of the Lottery. The Contract will not be in effect until the Vendor receives a fully executed and signed purchase order in addition to a copy of the bid or a fully executed Memorandum of Understanding signed by the President and CEO of the CLC. The CLC reserves the right to conduct any test it may deem advisable and to make all evaluations.
17. The CLC may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.
18. The CLC may correct inaccurate awards resulting from clerical or administrative errors.

Contract

19. The Vendor shall not assign or otherwise dispose of their contract or their right, title or interest, of their power to execute such contract to any other person, firm or corporation without the prior written consent of the CLC.
20. Failure of a Vendor to deliver commodities or perform services as specified will constitute authority for the CLC to purchase these commodities or services on the open market. The Vendor agrees to promptly reimburse the CLC for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
21. Vendor agrees to: guarantee their products against defective material or workmanship; repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other Vendors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the CLC.
22. The Vendor shall indemnify and hold harmless the CLC, its directors, officers, agents, employees, other Lottery vendors, Lottery retailers and the State of Connecticut against liability for any suits, actions, claims, losses, injuries, damages, awards, judgments and expenses of any character arising from or relating to the performance of the Vendor under this Contract, or actions by the Vendor during the preparation, submission and evaluation of the Bid/RFP and during the period of time prior to the execution of the Contract. This indemnification shall survive the term of this Contract.
23. Any Contract resulting from this solicitation shall be governed in all respects by the laws of the State of Connecticut, and any litigation with respect thereto shall be brought in the courts of the State of Connecticut. The Vendor shall comply with applicable federal, state and local laws and regulations.
24. Notwithstanding any provision or language in this contract to the contrary, the CLC may, at its sole discretion, terminate, clarify, modify, amend, alter or withdraw the specifications, terms and conditions of this ITB/RFP and any Contract Award as a result of this ITB/RFP whenever it is determined to be in the best interest of the CLC. Any such action shall be effected by delivery to the Vendor of a written notice of action. Any notice of termination shall be sent by registered mail to the Vendor address furnished to the CLC for the purposes of correspondence or by hand delivery. Upon receipt of such termination notice, the Vendor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the CLC all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Vendor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the CLC. In the event of such termination, the Vendor shall be entitled to reasonable compensation as determined by the CLC at its sole discretion, however, no compensation for lost profits shall be allowed.

Delivery

25. All products and equipment delivered must be new unless otherwise stated in the bid specifications.
26. All products offered for purchase and installation at the CLC shall meet all OSHA safety standards as required.
27. Delivery shall be FOB Destination. All fees, freight charges, labor and equipment shall be included. Extra charges will not be allowed.
28. Delivery will be onto the CLC's loading docks by the Vendor unless otherwise stated in the bid specifications.
29. Payment terms are net 30 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

Force Majeure

30. The Vendor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Vendor to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to, acts of God or of public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Vendor. If the failure in performance of the Contract is caused by the failure of a subcontractor to perform or otherwise results from an act of the subcontractor, or if such failure arises out of causes beyond the control of both the Vendor and subcontractor, and without fault or negligence of either of them, the Vendor shall not be deemed to be in default unless (a) the supplies or services to be furnished by the subcontractor were obtainable from other sources, (b) the Lottery ordered the Vendor in writing to procure such supplies or services from such other sources, and (c) the Vendor failed to comply reasonably with such order. Upon request of the Vendor, the Lottery's Contracting Officer shall ascertain the facts and extent of such failure and, if it is determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of the Lottery under the clause hereof entitled "Termination for Default". (As used in this clause, the term "subcontractor(s)" means subcontractor(s) of any tier.)

Advertising

31. The Vendor agrees not to use either directly or implicitly, the CLC or its logo, or make any other reference to the Lottery in any advertisement, brochure or other material as a means to induce business or otherwise, without the Lottery's prior written consent.

Rights

32. The CLC has sole and exclusive right and title to all printed materials produced for the CLC and the Vendor shall not copyright the printed matter produced under the contract.
33. The Vendor assigns to the CLC all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Vendor is awarded the contract.
34. Vendor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Vendor also agrees that it will hold the CLC harmless and Indemnify the CLC from any action that may arise out of any act by the Vendor concerning lack of compliance with these laws and regulations.
35. All Purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging. The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.
36. No portion of the work shall be subcontracted to any firm, other than those reflected in the Vendor's Bid, without prior consent of the Lottery. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish the Lottery the names, qualifications and experience of their proposed subcontractor(s). The Vendor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract. The Vendor agrees that it is as fully responsible to the Lottery for the acts and omissions of its subcontractors and of persons whether directly or indirectly employed by the subcontractor(s), as he or she is for acts and omissions of persons directly employed by the Vendor.

Part II

GENERAL REQUIREMENTS

Issuing Office

This Invitation to Bid (ITB) is issued by and is for the exclusive use of the CLC. The current mailing address for the Corporate Headquarters is as follows:

Connecticut Lottery Corporation
777 Brook Street
Rocky Hill, CT 06067

Corporate Website www.ctlottery.org

Associate Fiscal Administrative Officer

The Associate Fiscal Administrative Officer, acting on the CLC's behalf, is the sole point of contact with regard to all procurement and contractual matters related to this ITB.

All communications concerning this procurement shall be addressed in writing to the Associate Fiscal Administrative Officer:

Janice Beckner CPPB
Connecticut Lottery Corporation
777 Brook Street
Rocky Hill, CT 06067
Voice Telephone 860.713.2789
Facsimile Number 860.713.2660
Email address: Janice.beckner@ctlottery.org

Any changes to this ITB made as a result of written inquiries, questions or requests will be communicated by published addenda distributed via the State of Connecticut, Department of Administrative Services Purchasing Portal and the CLC's website. If minor revisions become necessary after the closing date for submitting Bids, the Lottery will also publish and distribute addenda to all recipients of the original ITB.

Date and Time of Bid Submission

All Bids pursuant to this ITB shall be submitted to the CLC at its offices on 777 Brook Street in Rocky Hill, CT 06067 by 2:00 p.m. on January 22, 2010. Vendors are solely responsible for ensuring timely delivery. Bids received after that time and date may be rejected by the CLC and could result in the Bid being returned unopened to the Vendor.

Bid Format

The Bid shall be mailed or hand-delivered in a sealed envelope to the CLC Associate Fiscal Administrative Officer named above; the envelope must be clearly identified as Bid # CLC200917. The top page shall be Attachment 1, signed *Vendor Information Form*, page two (2) shall be Attachment 2, *Pricing Schedule*, followed by *Vendor's Affidavit, Gift and Campaign Contribution Certification, Consulting Agreement Affidavit, Affirmation Of Receipt Of State Ethics Laws Summary, Campaign Contribution and*

Solicitation Ban and Non-discrimination Certification as well as all additional documents as specified in the “Qualifications of Bidders” section of this document. The Vendor shall supply one (1) original and one (1) copy to the CLC. All costs and expenses associated with the preparation and submission of the Bid shall be the sole responsibility of the Vendor.

Anticipated Project Schedule

Project Task	Date
Invitation to Bid Issued	December 29, 2009
Questions from Vendors Due	January 8, 2010
Responses to Vendors Due	January 12, 2010
Bids Due to the Lottery	January 22, 2010; by 2:00 p.m.
Successful Vendor Announced	January 29, 2010
First Fund Transfer Date	See Exhibit B

Vendor Questions and Inquiries

Vendors may submit **written** questions and inquiries that pertain to this ITB in accordance with the provisions of this section. Such questions shall be addressed to the Associate Fiscal Administrative Officer and received at CLC Headquarters by close of business at 4:30 p.m. ET on January 8, 2010. Questions must be sent by the preferred method of electronic mail. Vendors will receive an electronic response from the Associate Fiscal Administrative Officer confirming receipt of the questions. Submission of questions via telephone will not be allowed, however, the Associate Fiscal Administrative Officer will accept inquiries to confirm receipt of Vendor’s questions in the event that an electronic confirmation is absent. All written questions, inquiries and comments will be answered in writing via contract Addendum on or before January 12, 2010; addenda will be distributed via electronic mail to each Vendor as well as through the State of Connecticut, Department of Administrative Services Purchasing Portal, Bidder Notification System and the CLC’s website. It is the Vendors responsibility to retrieve question responses and/or Addenda issued from one of these two sources. Vendors will be sent a complete list of all questions and answers, but the origin of the questions will not be identified.

Investigation

The Lottery may make any investigations as deemed proper and necessary to determine the ability of the Vendor in providing the goods or services specified herein. Such investigations may include but not be limited to, financial and criminal background investigations on those individuals who, in the Lottery’s sole determination, are key employees directly involved in the fulfillment of this contract.

Part III

Special Provisions – “For-Life” Lottery Games Annuity Contract

General

This bid covers the requirements of the Connecticut Lottery Corporation (the CLC or the Lottery) for services of a Money Dispersal Organization, hereinafter referred to as the Contractor or Vendor. The Contractor must be licensed and authorized to do business as a life insurance company in the State of Connecticut. The “For Life” games are designed to offer Top Prize Winners payments for the rest of their lives with a minimum guaranteed amount. The Lottery will begin payments to the Top Prize Winner starting with the date the player makes the official claim to the Lottery and will continue for the remainder of the Top Prize Winner’s life. If the Top Prize Winner should die before the payment guaranteed amount is reached, the remainder of the guaranteed amount is paid to the Top Prize Winner’s estate. The “For Life” Games Top Prizes and guarantees applicable to this bid are:

- A. “Win For Life” top prize \$5,000 per month for life; minimum guarantee \$1,000,000
- B. “Set For Life” top prize \$100,000 per year for life; minimum guarantee \$2,000,000
- C. “Lucky-4-Life” top prize \$2,000 per week for life; minimum guarantee \$2,086,000

Qualifications of Bidder

Bids shall be accepted from life insurance companies licensed to do business in the State of Connecticut (or agents thereof) and meeting the below-listed qualifications:

- a) The Contractor must have at least \$50,000,000 (fifty million dollars) in policyholder surplus.
- b) The Contractor must have credit ratings equal to or better than those listed below from at least two of the three below-listed credit ratings.

CREDIT RATING SERVICE	MINIMUM ACCEPTABLE RATING
Moody’s Service Credit Opinion	“Aa2”
Standard and Poors Insurance Rating Service Digest	“AA”
A.M. Best	“A and Contingent A”

- c) The Contractor must not have more than one ratio falling outside the usual range, according to the most recent ratios published by the NAIC Insurance Regulatory Information System, unless such deviation can be satisfactorily explained.
- d) The Contractor must not have an outstanding liability to the Lottery in excess of 10% of the Contractor’s surplus. Attached hereto as Exhibit A is the listing of each company’s outstanding liability to the Connecticut Lottery Corporation as of February 1, 2010. This listing will be utilized for comparison purposes.

Bids may be awarded to licensed subsidiaries of life insurance companies based on the Parent Company’s qualifications and on written guarantee of the obligations of its Subsidiary. **All bids must be valid for a minimum of seven (7) days subsequent to the bid opening date.** The sole purpose of this seven-day period is to allow sufficient time for Connecticut Lottery Corporation and the Division of Special Revenue to ascertain that the Successful Bidder meets the requirements as stated herein.

As part of the bid requirements, each Contractor shall supply the Connecticut Lottery Corporation with copies of the following:

1. Written confirmation from the Parent Company (if applicable) that it will guarantee the obligations of the Subsidiary.
2. The most recent Annual Report highlighting the Company's policyholder surplus (if such information is not available in the reports from Moody's, Standard and Poor's, or A.M. Best).

Additionally, as part of the bid requirements, each Contractor shall supply the Connecticut Lottery Corporation with copies of two of the following:

1. The most recent Moody's Service Credit Opinion.
2. The most recent Standard and Poor's Insurance Rating Service Report.
3. The most recent A.M. Best Rating Report.

Basis of Contract Award

The Connecticut Lottery Corporation shall issue a contract award to the insurance company that meets the qualifications as required herein and provides the lowest arithmetical Bid Amount required to guarantee payment to the CLC in accordance with the Special Terms and Conditions as provided in Exhibit D attached hereto.

Purchase Order/Payment

The CLC shall mail to the Contractor a Purchase Order confirming the total Bid Amount along with a check for such amount within ten (10) working days subsequent to the date of the contract award. For purposes of this section, postmark date shall be considered the mail date. The Contractor shall use said amount together with the accumulated earnings thereon, to make payments per the agreed-to schedule as defined in Exhibit B of the Special Terms and Conditions. Attached hereto as Exhibit C is a facsimile of a Purchase Order to be issued.

Contractual Content

The Purchase Order and Special Terms and Conditions attached hereto as Exhibits C and D, respectively, and made a part hereof more explicitly contain the requirements of the CLC and will become part of the Contract of Record between the Contractor and the Connecticut Lottery Corporation.

Modification/Alterations to the Document

No modifications or alterations to this document will be considered. Responses to this solicitation that modify or alter it in any way shall render such bid proposal non-responsive.

Exhibit A – Insurance Companies’ Liabilities

CLC - CONNECTICUT LOTTERY CORPORATION Insurance Companies' Liabilities

*

As of February 1, 2010

John Hancock Mutual Life Insurance	\$	49,923,000
New York Life Insurance		41,545,000
Ohio National Life Insurance		32,844,000
Canada Life Assurance Company		20,223,000
Protective Life Insurance		15,885,000
Metropolitan Life		14,910,000
Prudential Investment Company		14,208,000
Mutual of America Life Insurance		10,111,000
Sun Life Assurance Co. of Canada		7,339,000
Pacific Mutual Life Insurance		2,228,000
Hartford Life Insurance		50,000
Total	\$	209,266,000

* Amounts shown represent future payments to annuitants and are not shown at present value. Liabilities for "life" contracts are included at the remaining minimum guaranteed amount.

EXHIBIT B – TOP PRIZE WINNERS LIST

Connecticut Lottery Corporation

Part 1: Set For Life Game Winners

Top Prize: \$100,000 per Year for Life with \$2,000,000 Minimum Guarantee

Cert #	Date of Prize Claim/Anniv Date	Game Name/ #	Date of Birth [1]	Gender	Guarantee Minimum Prize Amount	# Payments made by the CLC prior to 3/1/2010	Min # Future Payments Due CLC by Ins Co as of 3/1/2010	Annual Payment [2]	At 3/1/2010 Balance of Min Guarantee Due Winner [3]	Date Insurance Company Payments to CLC begin
60146	6/5/2009	Set For Life - 823	7/11/1989	F	2,000,000	1	19	100,000	1,900,000	5/26/2010
60151	8/14/2009	Set For Life - 859	8/28/1952	M	2,000,000	1	19	100,000	1,900,000	8/4/2010

Part 2: Win For Life Game Winners

Top Prize: \$5,000 a Month Life with \$1,000,000 Minimum Guarantee

Cert #	Date of Prize Claim/Anniv Date	Game Name/ #	Date of Birth [1]	Gender	Guarantee Minimum Prize Amount	# Payments made by the CLC prior to 3/1/2010	Min # Future Payments Due CLC by Ins Co as of 3/1/2010	Monthly Payment [2]	Balance of Min Guarantee Due Winner [3]	Date Insurance Company Payments to CLC begin
60149	7/13/2009	Win For Life - 863	4/23/1956	F	1,000,000	8	192	5,000	960,000	3/1/2010
60157	12/14/2009	Win For Life - 863	5/7/1982	F	1,000,000	3	197	5,000	985,000	3/1/2010

Part 3: Lucky For Life Winners

Top Prize: \$2,000 a Week For Life with \$2,086,000 Minimum Guarantee

Cert #	Date of Prize Claim/Anniv Date	Game Name/ #	Date of Birth [1]	Gender	Guarantee Minimum Prize Amount	# Payments made by the CLC prior to 3/1/2010	Min # Future Payments Due CLC by Ins Co as of 3/1/2010	Weekly Payment [2]	Balance of Min Guarantee Due Winner [3]	Date Insurance Company Payments to CLC begin
60147	6/10/2009	Lucky-4-Life - 10	9/5/1982	M	2,086,000	38	1005	2,000	2,010,000	3/1/2010
60153	9/8/2009	Lucky-4-Life - 10	2/8/1963	F	2,086,000	25	1018	2,000	2,036,000	3/1/2010
60155	11/9/2009	Lucky-4-Life - 10	12/27/1966	F	2,086,000	16	1027	2,000	2,054,000	3/1/2010

Notes:

[1] Proof of each Winner's date of birth has been examined and recorded by the CT Lottery. Proof consists of a birth certificate or valid driver's license.

[2] Separate electronic fund transfers are due and payable annually for each Set for Life certificate listed above ten (10) days prior to each anniversary date ; for Win for Life certificates listed above, separate electronic funds transfers are due and payable on the first working day of each month; for Lucky for Life certificates listed above, separate electronic funds transfers are due and payable on the **first working day of each week**. All E.F.T.'s and correspondence must include the certification number (cert #).

[3] The CT Lottery shall notify the Contractor promptly of the death of any winner listed above upon notification of such information.

EXHIBIT C – SAMPLE PURCHASE ORDER

PURCHASE ORDER

PAGE	0001
DATE	05/22/08



CONNECTICUT LOTTERY CORPORATION
 777 Brook Street
 Rocky Hill, CT 06067
 Phone #: (860) 713-2795
 Fax #: (860) 713-2660

Purchase Order Number must appear on all invoices, packing slips, packages and correspondence.

Subject to CT Lottery purchase order Terms and Conditions.

PAYMENT INFORMATION	
TERMS	
DUE DAYS	
SHIP INFORMATION	
SHIPPING TERMS	
FREIGHT TERMS	FOB Destination

VENDOR: XXXXX

SHIP TO:

XYZ Insurance Company
 Main Street
 Anywhere, CT

Connecticut Lottery Corp.
 Purchasing Department
 777 Brook Street
 Rocky Hill CT 06067

CONTACT: John Doe
 PHONE:
 FAX:

CONTACT: Buyer
 PHONE: 860-713-2795

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| Purchase Order Currency: US Dollars |
| Invoice by mail                       |
+-----+
    
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LINE	ITEM NUMBER DESCRIPTION	QUANTITY PRICE	EXTENDED AMOUNT
1	CERTIFICATE # XXXXX Life expectancy 50.90 Item Detail: CERTIFICATE # XXXXX	1.000 LOT	\$XXXXXX
2	CERTIFICATE # XXXXX Life expectancy 60.12 Item Detail: CERTIFICATE # XXXXX	1.000 LOT	\$XXXXXX
3	CERTIFICATE # XXXXX Life Expectancy 47.73 Item Detail: CERTIFICATE # XXXXX	1.000 LOT	\$XXXXXX
4	CERTIFICATE # XXXXX Life Expectancy 51.93 Item Detail: CERTIFICATE # XXXXX	1.000 LOT	\$XXXXXX
5	CERTIFICATE # XXXXX Life Expectancy 48.78	1.000 LOT	\$XXXXXX

AUTHORIZED BY _____

CT LOTTERY PURCHASE ORDER TERMS/CONDITIONS

EXECUTIVE ORDERS

This contract/purchase order is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract/purchase order may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract/purchase order. The parties to this contract/purchase order, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a party hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract/purchase order performance in regard to nondiscrimination, until the contract/purchase order is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract/purchase order is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract/purchase order is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract/purchase order may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract/purchase order. The parties to this contract/purchase order, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract/purchase order performance in regard to listing all employment openings with the Connecticut State Employment Service. The parties to this contract/purchase order, as part of the consideration hereof, agree that section 16 of Public Act 91-58 non discrimination regarding sexual orientation, and provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 14, 1999 regarding Violence in the Workplace Prevention Policy is incorporated herein by reference and made a part hereof.

NON-DISCRIMINATION

- a. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. subsection 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this Section, "Public works contract/purchase order" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state,

including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- b. (1) The Contractor agrees and warrants that in the performance of the contract/purchase order such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. subsections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. subsections 46a-56, 46a-68e and 46a-68f; (b) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56. If the Contract/purchase order is a public works contract/purchase order, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. subsection 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this contract/purchase order and as they may be adopted or amended

from time to time during the term of this contract/purchase order and any amendments thereto.

- g. The Contractor agrees to follow the provisions: The contractor agrees and warrants that in the performance of the agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
- h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission.

INSURANCE

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

STATE LIABILITY

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

INVOICING

The contractor shall invoice the Connecticut Lottery Corporation when goods and services are provided, the invoice must contain the Lottery's Purchase Order Number. Invoicing received without reference to the Connecticut Lottery's purchase order number could result in a delay of payment.

EXHIBIT D - SPECIAL TERMS AND CONDITIONS

ARTICLE I - Purpose

The Contractor and the CLC agree that the CLC has an obligation to provide the winners (as enumerated in Exhibit B) of the Connecticut Lottery "For Life" Games certain installment payments as defined in Article II. In order for the CLC to meet its commitments to the Top Prize Winners, the CLC shall pay the winning Contractor the Bid amount within ten (10) working days subsequent to the bid award date. In consideration of the bid amount received from the CLC, the Contractor shall establish such annuities as defined in Article II of this Agreement. In addition, the Contractor shall provide to the CLC the life expectancy of each Top Prize winner utilized for the contract bid.

ARTICLE II – Description

Upon receipt of the bid sums as indicated in Article I, the Contractor shall establish separate annuities as further defined herein, pertinent the "For Life" Games Top Prize Winners listed in Exhibit B. Contractor payments from these annuities will commence on the date(s) as indicated in Exhibit B, and all payments shall be made payable to the CLC by Electronic Transfer of Funds.

Top prizes in the amounts listed in Exhibit B have been awarded to the individuals designated by certificate number (cert #) therein as Top Prize Winners. In order for the CLC to meet its commitments to these individuals, the CLC will have made the number of payments as indicated in Exhibit B directly to each of these Top Prize Winners prior to March 1, 2010. Commencing March 1, 2010 the Contractor shall make the payments to the CLC from the annuities established in order that the CLC continue payments on its obligation to each Top Prize Winners. Dependent upon the "For Life" Game Top Prize, payments may be required annually, monthly or weekly. These Contractor payments shall be due and payable to the CLC until each Top Prize Winner has been paid the guaranteed minimum amount due. (This "minimum" amount includes monies paid to each Top Prize Winner by the CLC prior to March 1, 2010 plus the total amount received from the Contractor for that particular Winner subsequent thereto). In the event a Top Prize Winner survives the period during which he/she has received the minimum amount due, the Contractor agrees to continue payments to the CLC until the pertinent Top Prize Winner dies. In the event of a Top Prize Winner's death prior to obtaining the minimum amount due, the payments for that Top Prize Winner will continue to be paid by the Contractor to the CLC upon the same terms and conditions until the Contractor has paid the CLC its minimum obligation as indicated in Exhibit B herein.

ARTICLE III - Payment Method

Payments to the CLC by the Contractor must be made on the annual, monthly or weekly basis for each certificate as indicated in Exhibit B, note 2. All payments must be made by an Electronic Transfer of Funds (EFT) to an account designated by the CLC. Separate EFTs are required for each Grand Prize Winner, and each EFT shall identify the Grand Prize Winner Certificate Number being paid.

ARTICLE IV – Late Payment Charge

In the event any said payment due to the CLC is more than ten (10) days late, the CLC may assess the Contractor a late payment charge equal to one and one-half percent (1 ½%) of the amount due for each month of lateness thereof.

ARTICLE V – Investment Risk

The contractor will make prudent investments of the bid amount to assure that adequate funds will be available for payment to the CLC on their due dates. Any losses incurred by the Contractor in the management of the bid amount will be for Contractor's account and any supplement payments required to maintain a schedule of funds adequate for the Contractor to fulfill Contractor's obligation to the CLC will be made by the Contractor.

ARTICLE VI – Contractor's Obligation

The period indicated as the "Contract Period" of this Agreement is the period during which the CLC may establish the annuities as defined herein at the rate indicated as the bid amount. The Contractor's obligation shall terminate when all annuity payments by the Contractor shall have been paid to the CLC in accordance with the terms and conditions of this Agreement.

ARTICLE VII - Assignment

This Agreement may not be assigned, hypothecated, pledged as collateral or as security for the performance of an obligation or be subject to claims of creditors. However, the CLC may appoint a successor for the purpose of receiving said payments.

ARTICLE VIII - Currency

All funds, whether payable to or by the Contractor, shall be in lawful money of the United States of America. Dollars and cents, as specified in this Agreement, shall mean lawful dollars and cents of the United States currency.

ARTICLE IX – Correction of Errors

Information furnished to the Contractor may be corrected for demonstrated errors therein unless the Contractor has already acted to its prejudice by relying on such information. Except for such corrections, information furnished to the Contractor shall be regarded as conclusive.

ARTICLE X - Other

1. The CLC finds this contract to be reasonably necessary for carrying out of the Intent of Public Act 96-212 of the 1996 Session of the General Assembly of the State of Connecticut.
2. The Contractor shall permit and facilitate observation of its work by the CLC and its agents.
3. The Contractor shall not contact any Lottery Top Prize Winner or make disbursements of funds to such person(s).
4. This contract shall be construed according to the laws of the State of Connecticut.

Required Documents

In order to submit a responsive Bid, submit all copies of the following documents to the attention of the Fiscal Administrative Officer no later than 2:00 PM EDT, January 22, 2010 in a sealed envelope clearly identified with the Bid title and Bid number (see page one of this solicitation).

ATTACHMENT A, *Vendor Information Form*, signed by an official authorized to bind the Vendor included as the top page of Bid.

ATTACHMENT B, *Pricing Schedule*, completed and included as page two of the Vendor's Bid.

ATTACHMENT C, *Vendor's Affidavit*, completed, signed, and included as page three of the Vendor's Bid.

ATTACHMENT D, *Consulting Agreement Affidavit*, completed, signed, and included as page four of the Vendor's Bid.

ATTACHMENT E, *Gift and Campaign Contribution Certification*, completed, signed, and included as page five of the Vendor's Bid.

ATTACHMENT F, *Affirmation Of Receipt Of State Ethics Laws Summary*, completed, signed, and included as page six of the Vendor's Bid.

ATTACHMENT G, *Campaign Contribution and Solicitation Ban* , completed, signed, and included as page seven of the Vendor's Bid.

ATTACHMENT H, *Non-Discrimination Certification* , completed, signed, and included as page eight of the Vendor's Bid.

COPIES OF THE FOLLOWING:

- Written confirmation from the Parent Company (if applicable) that it will guarantee the obligations of the Subsidiary.
- The most recent Annual Report highlighting the Company's policyholder surplus (if such information is not available in the reports from Moody's, Standard and Poor's, or A. M. Best).

Additionally, as part of the bid requirements, each Contractor shall supply the Connecticut Lottery Corporation with copies of two of the following:

- The most recent Moody's Service Credit Opinion.
- The most recent Standard and Poor's Insurance Rating Service Report.
- The most recent A. M. Best Rating Report.

Provide one original and one (1) copy of the above documents loosely bound.

ATTACHMENT B - Pricing Schedule

**Connecticut Lottery Corporation
 “For Life” Lottery Game Annuity Contract
 First Contract Payment Due In Accordance with Exhibit B**

Note: Prices must be valid for seven (7) days from the submission of this Bid.

Bidder Name _____ **FEIN #** _____

**Bid # CLC200917
 Pricing Schedule Page 1 of 1**

Item #	Description of Commodity and/or Services	Life Expectancy	Pricing Information
	Pursuant to, and in accordance with the Invitation to Bid and Special Bid and Contract Terms and Conditions and Articles I to X attached, we enter the following bid amount:		
	“SET FOR LIFE”GAME – annual payments in accordance with Exhibit B		
1	Payment for Winner Certificate # 60146	_____	\$ _____
2	Payment for Winner Certificate # 60151	_____	\$ _____
	“WIN FOR LIFE”GAME – monthly payments in accordance with Exhibit B		
3	Payment for Winner Certificate # 60149	_____	\$ _____
4	Payment for Winner Certificate # 60157	_____	\$ _____
	“LUCKY-4-LIFE”GAME – weekly payments in accordance with Exhibit B		
5	Payment for Winner Certificate # 60147	_____	\$ _____
6	Payment for Winner Certificate # 60153	_____	\$ _____
7	Payment for Winner Certificate # 60155	_____	\$ _____
	Total		\$ _____

ATTACHMENT C - Vendor's Affidavit

Bid # CLC200917

I hereby certify that I am the _____ and the duly authorized representative of the firm of _____

Please Print

whose address is _____ and that neither

Address

City, State, Zip

I nor, to the best of my knowledge, information and belief, the above firm or any of its other representatives I herein represent have:

- a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of this Bid being submitted herewith; or,
- b) In any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid price of the Vendor herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which this Bid is submitted.

In signing this Affidavit, the Vendor agrees to all terms and conditions of this Invitation to Bid and affirms that all information contained in the Bid is true and accurately portrays all aspects of the proposed services. The Vendor is aware that any substantive misinformation or misrepresentation may disqualify the Bid from further consideration by the Connecticut Lottery Corporation.

Authorized Signature: _____

Signatory's Name: _____

Print Name

Date: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public

Commission Expiration Date (Seal)

ATTACHMENT D – Consulting Agreement Affidavit



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

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

Is the consultant a former State employee or former public official? YES NO

If YES: _____
Name of Former State Agency Termination Date of Employment

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

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

Sworn and subscribed before me on this _____ day of _____, 20__.

Commissioner of the Superior Court
or Notary Public

ATTACHMENT E – Gift and Campaign Contribution Certification

Page 1



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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



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

Page 2

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20__.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

<u>Connecticut Lottery Corporation</u> Awarding State Agency	<u>12/01/09</u> Planning Start Date
<u>CLC200917 "For Life" Annuity Contract</u> Contract Number or Description	

**ATTACHMENT F – Affirmation of Receipt of State Ethics Laws
Summary**



**STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Connecticut Lottery Corporation

Awarding State Agency

ATTACHMENT G - Campaign Contribution and Solicitation Ban

STATE OF CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION 20 Trinity
Street Hartford, Connecticut 06106—1628

SEEC FORM 10

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

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

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The state will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Receipt acknowledged: _____

(signature) (date)

Print name: _____ Title: _____

Company Name: _____

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban"

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

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

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

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

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



STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106-1628

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

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

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

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

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

ATTACHMENT I – Important Notices

IMPORTANT NOTICE TO CLC EMPLOYEES

TO: All Connecticut Lottery Corporation Employees

FROM: Anne M. Noble, President & CEO

DATE: December 29, 2009

SUBJECT: "For Life" Lottery Games Annuity (Invitation to Bid CLC200917)

The Connecticut Lottery Corporation (the "CLC") has issued an Invitation to Bid for an Annuity Contract. Effective immediately, therefore, in order to assure the integrity of the procurement and selection processes, there shall be NO CONTACT authorized between CLC staff members and any Prospective Vendor, except for such contacts as may be necessary by the Evaluation Committee during the selection process and for routine contacts as may be required in connection with existing contracts. The definition of "Vendor" for this purpose includes all management and staff of companies expected to submit a Bid for this Contract, as well as any consultant, lobbyist, agent or advisor to any such Vendor.

This prohibition against non-essential contacts will continue until the entire ITB and Contract Award process has been concluded.

The sole contact on matters pertaining to this ITB is **Janice Beckner, Associate Fiscal Administrative Officer**. All telephone calls and/or correspondence must be directed to Ms. Beckner at janice.beckner@ctlottery.org or 860-713-2789.

It is very unlikely that Prospective Vendors will attempt any communication because the ITB strictly prohibits all such inquiries. However, in the event that any attempt is made by a Prospective Vendor to contact or establish communication with a member of the Lottery staff, it should be reported immediately to Ms. Beckner.

Prospective Vendors and CLC employees are further reminded that no news releases or statements to the news media pertaining to this ITB, related Bids, and/or Contracts resulting there from shall be issued or made without prior written approval of the President & CEO.

Any questions or requests for clarification of this requirement should be directed to Ms. Beckner.

IMPORTANT NOTICE TO CLC BOARD OF DIRECTORS

TO: Members of the CLC Board of Directors

FROM: Anne M. Noble, President & CEO

DATE: December 29, 2009

SUBJECT: "For Life" Lottery Games Annuity
(Invitation to Bid CLC200917)

The Connecticut Lottery Corporation (the "CLC") has issued an Invitation to Bid for an Annuity Contract. The CLC will engage a qualified vendor to provide annuities for Top Prize Winners of "Win For Life", "Set For Life" and "Lucky-4-Life" games.

Effective immediately, therefore, in order to assure the integrity of the procurement and selection processes, I am asking Members of the Board of Directors to refrain from all non-essential contact with any Prospective Vendor. The definition of "Vendor" for this purpose includes all management and staff of companies expected to submit a Bid for this Contract, as well as any consultant, lobbyist, agent or advisor to any such Vendor, except for such contacts as may be necessary by the Evaluation Committee during the selection process and for routine contacts as may be required in connection with existing contracts.

This prohibition against non-essential contacts will continue until the entire ITB and Contract Award process has been concluded.

The sole contact on matters pertaining to this ITB is **Janice Beckner, Associate Fiscal Administrative Officer**. All telephone calls and/or correspondence must be directed to Ms. Beckner at janice.beckner@ctlottery.org or 860-713-2789.

It is very unlikely that Prospective Vendors will attempt any communication because the ITB strictly prohibits all such contact. However, in the event that any attempt is made by a Prospective Vendor to contact or establish communication with a member of the Board of Directors, it should be reported immediately to Ms. Beckner.

Members of the CLC Board of Directors are further reminded that no news releases or statements to the news media pertaining to this ITB, related Bids, and/or Contracts resulting there from shall be issued or made without prior written approval of the President & CEO.

IMPORTANT NOTICE TO DIVISION OF SPECIAL REVENUE

TO: Paul Young, Executive Director of the Division of Special Revenue

FROM: Anne M. Noble, President & CEO

DATE: December 29, 2009

SUBJECT: "For Life" Lottery Games Annuity (Invitation to Bid CLC200917)

The Connecticut Lottery Corporation (the "CLC") has issued an Invitation to Bid for an Annuity Contract. The CLC will engage a qualified vendor to provide annuities for "Win For Life", "Set For Life" and "Lucky-4-Life" games.

Effective immediately, therefore, in order to assure the integrity of the procurement and selection processes, the Lottery asks your assistance in directing employees of the Division of Special Revenue to prohibit contact with any Prospective Vendor for this contract ***except for such contacts as may be necessary by the Evaluation Committee during the selection process and for routine contacts as may be required in connection with existing contracts.*** The definition of "Vendor" for this purpose includes all management and staff of companies expected to submit a Bid for this Contract, as well as any consultant, lobbyist, agent or advisor to any such Vendor. This prohibition will continue until the entire ITB and Contract Award process has been concluded.

The sole contact on matters pertaining to this ITB is **Janice Beckner, Associate Fiscal Administrative Officer**. All telephone calls and/or correspondence must be directed to Ms. Beckner at janice.beckner@ctlottery.org or 860-713-2789.

It is very unlikely that Prospective Vendors will attempt any communication because the ITB strictly prohibits all such inquiries. However, in the event that any attempt is made by a Prospective Vendor to contact or establish communication with a member of the Lottery staff, it should be reported immediately to Ms. Beckner.

DOSR employees are further reminded that no news releases or statements to the news media pertaining to this ITB, related Bids, and/or Contracts resulting there from shall be issued or made without prior written approval of the President & CEO.

Any questions or requests for clarification of this requirement should be directed to Ms. Beckner.

Plain Language Summary of State Ethics Laws for Current and Potential State Contractors

Note: The following is a summary of the major ethics laws and related provisions applicable to current and potential state contractors. For more detailed information or to discuss any questions you may have, contact the Office of State Ethics at (860) 566-4472.

RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

GIFTS: In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to \$50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to \$10 per item up to \$50 per person per year. Also exempt are certain items such as informational materials, or plaques costing less than \$100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

IMPORTANT RECENT CHANGE IN LAW: As of July 1, 2004, gifts for "major life events," including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.

NOTE: State agencies may have stricter gift rules than the provisions of the Ethics Code (for example, an agency policy may ban all food and drink). Be sure to obtain a copy of the agency's ethics policy before you provide any benefit to an agency official/employee.

NECESSARY EXPENSES: Under the Ethics Code, you may not pay a fee or an honorarium to a state official or employee for making a speech or appearing at your organization's event. You may, however, under limited circumstances, pay the "necessary expenses" of such a state servant. These expenses are limited to: necessary travel, lodging for the nights before, or and after the speech, meals and conference fees. There may be reporting requirements attached to the giving and taking of necessary expenses, so contact the Office of State Ethics if you need more information. **NOTE:** Before providing necessary expenses, check with the state agency's ethics officer to determine if the agency allows such payments.

GIFTS TO THE STATE: The Ethics Code allows limited "gifts to the state" which facilitate state action or functions (for example, donating a piece of equipment to the agency).

NOTE: Recent legislation was passed that may impact gifts to the state. Please contact the Office of State Ethics before giving a gift to the state to determine if such donations are acceptable.

RULES ON HIRING STATE PERSONNEL

Before you hire a current or **former** state employee, you should be aware of certain provisions of the Ethics Code. First, if you are considering hiring a current state employee, especially from a state agency with which you do business or by which you are regulated, you should know the following:

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

Second, if you are considering hiring a **former** state employee, you should be aware of the Ethics Code's post-state employment, or revolving door, laws:

If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for one year after leaving state service.

NOTE: The former State Ethics Commission established a limited exception to this provision which allows the former employee to return to his or her former agency within the one year period for the sole purpose of providing technical expertise (for example, to help implement a previously awarded contract). This is a fact-specific exception that applies in very limited circumstances: therefore, you should contact the Office of State Ethics for further assistance if you think this exception applies to you.

If a state official or employee was substantially involved in, or supervised, the negotiation or award of a contract valued at \$50,000 or more, and the contract was signed within his or her last year of state service, and you or your business was one of the parties to the contract, then you and/or your business are prohibited from hiring him or her for one year after he or she leaves state employment.

A former state official or employee can **never** represent anyone other than the state regarding a particular matter in which he or she was personally and substantially involved while in state service and in which the state has a substantial interest.

Third, there are approximately 75 state officials or employees who may not negotiate for, seek or accept employment with any business subject to regulation by their agency, and may not accept employment with such a business for one year after leaving state service. Under that section of the law, it is also illegal for a business in the industry to employ such an individual.

CONFLICT OF INTEREST RULES THAT APPLY TO YOU AS A STATE CONTRACTOR

Under Conn. Gen. Stat. §1-86e of the Ethics Code, no state contractor, including a consultant or other independent contractor, can use the authority provided under the contract, or confidential information acquired in the performance of the contract, to obtain financial gain for himself, his employee, or a member of his immediate family. Also, a state contractor cannot accept another state contract that would impair his independence of judgment in the performance of the first contract. Finally, a state contractor cannot accept anything of value based on an understanding that his actions on behalf of the state would be influenced.

It is important to call the Office of State Ethics at (860) 566-4472 to discuss the application of this law, or any of the other ethics laws, to your specific situation.

OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. You need to check the web sites of both the Department of Administrative Services, www.das.state.ct.us, and the Office of Policy and Management, www.opm.state.ct.us, for copies of these affidavits and for other updated information regarding state contractors. Also, because the particular agency with which you wish to contract may have specific rules that you must follow, you need to check with that agency as well.

If you or your business provides "investment services" as defined in the Code of Ethics, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84(n).

Finally, if you or your business spends or receives \$2,000 or more in a calendar year for activities that constitute lobbying under the Ethics Code, whether to affect legislation or the actions of an administrative

state agency, then you and/or your business may have to register as a lobbyist with the Office of State Ethics, and more ethics rules will apply to you. Contact the Office of State Ethics, or review the lobbyist registration information at www.ct.gov/ethics.

Recent legislation (Public Act 05-287) prohibits anyone who is a party (or who is seeking to become a party) to a state construction, procurement, or consultant services contract over \$500,000 from:

- (1) Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;
- (2) intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or
- (3) intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

Recent legislation (Public Act 05-287) also requires any prospective state contractor to affirm in writing that he or she has been provided with a summary of the state's ethics laws and that his key employees have read and understood the summary and agree to comply with the applicable provisions of the ethics law.

BIDDER'S CHECKLIST

It is suggested that you review and check off each action as you complete it.

1. **Read the entire document.** Note critical items such as mandatory requirements, required services, date to submit, number of copies required, terms and conditions of the Contract.
2. **Note the procurement officer's name, address, phone numbers and email address.** This is the only person who is allowed to communicate with Vendors regarding this solicitation.
3. **Attend the pre-proposal conference, if one is offered.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the CLC of any ambiguities, inconsistencies or errors in the solicitation.
4. **Take advantage of the Question and Answer period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal addenda issued for the solicitation. All addenda issued for a solicitation are posted on the CLC website and will be distributed to vendors registered to receive bid opportunity notices via the State of Connecticut, Department of Administrative Services Procurement Portal. Addenda will include all questions asked and answers provided for this solicitation.
5. **Follow the format required in the solicitation when preparing your response.** Provide point-by-point responses to all sections in a clear and concise manner.
6. **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the CLC or the Evaluation Committee will know what your capabilities are or what services you can provide even if you have previously contracted with the CLC. The proposals are evaluated based solely on the information and materials provided in your response.
7. **Use the forms provided** (ie. cover page, pricing form, release forms, affidavit, etc.). See "Required Documents" section.
8. **Check the CLC's website for RFP addenda.** Before submitting your proposal, check the CLC's website at www.ctlottery.org or the State of Connecticut, Department of Administrative Services Procurement Portal to see whether any addenda were issued for the solicitation.
9. **Review and read the solicitation document more than once to make sure that you have addressed all requirements.** Your original response and the requested copies must be identical and complete. The copies are provided to the Evaluation Committee and will be used to score your response.
10. **Submit your original response and ONE exact duplicate copy of your response no later than the date and time specified.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses may be rejected.

This checklist is provided for assistance only and should not be submitted with the Vendor's Proposal.