

Connecticut Lottery Corporation
777 Brook Street
Rocky Hill, CT 06067
860-713-2700

Request for Proposals

RFP Number:

CLC201003

RFP Description:

Instant Ticket Vending Machines

RFP Issue Date:

January 4, 2010

Proposal Due Date:

February 2, 2010 at 2:00 PM Eastern time

NOTE: Proposals received after the due date and time will be rejected. Please review this document carefully for instructions about completing and submitting a proposal.

RETURN SEALED PROPOSALS TO:

Susan Starkowski
Fiscal Administrative Officer (Purchasing Officer)
Connecticut Lottery Corporation
777 Brook Street
Rocky Hill, CT 06067



RFP # CLC201003

VENDOR 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 Purchasing 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 Purchasing 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** (i.e. cover page, pricing form, release forms, affidavit, etc.)
8. **Check the CLC's website for RFP addenda.** Before submitting your Proposal, check the CLC's website at www.clottery.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 Eleven (11) exact duplicate copies labeled Envelope #1 (EXCLUDING the Pricing Schedule, Performance Bond or Irrevocable Letter of Credit and Commitment Letter, as well as your Financial Disclosures) of your response along with ONE (1) CD of the Proposal no later than the date and time specified. ONE (1) original copy of the Pricing Schedule, along with the Performance Bond or Irrevocable Letter of Credit and Commitment Letter should be submitted in a separately-sealed envelope labeled Envelope #2. ONE (1) original and three (3) copies of the Financial Disclosures should be submitted in a separately-sealed envelope labeled Envelope #3.** Pay close attention to all the dates and times listed in the Schedule of Events, and be sure to submit all required items on time. Late Proposal responses will be rejected and may be returned unopened to the Vendor.

This checklist is provided to assist Vendors in preparing their Proposal. It should not be submitted with the Proposal.



Instant Ticket Vending Machine

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PART I: INTRODUCTION

The Connecticut Lottery Corporation, a quasi-public agency with the purpose of generating revenues for the State of Connecticut's General Fund, issues this Request for Proposals for its exclusive use. This Request for Proposals is identical to that previously issued on October 20, 2009 (#CLC200902) with the following exceptions: Section 2.01; Section 3.06; Section 6.03.02 ; Section 6.12; Section 7.14 ; and changed deadlines noted throughout the RFP. The purpose of this Request for Proposals is to obtain competitive, sealed proposals from qualified vendors to provide (by sale or lease), install, maintain and service instant scratch-off ticket vending machines for the Connecticut Lottery Corporation at retail locations throughout the State of Connecticut.

Proposals will be received until February 2, 2010 at 2:00 P.M. Eastern time at the Connecticut Lottery Corporation, Attention: Susan Starkowski, Purchasing Officer, 777 Brook Street, Rocky Hill, Connecticut 06067. Proposals received after that date and time will be rejected. Proposals must be submitted in three (3) separate envelopes including an original and copies as provided for in Section 2.07.03, below.

Prospective vendors shall examine each part, appendix and attachment of this Request for Proposals and shall comply with and conform strictly to each of its instructions, provisions, specifications, terms, and conditions.

The Connecticut Lottery Corporation reserves the right to reject, in whole or in part, any and all proposals, to waive any informality and non-material deficiency in the Request for Proposals process or a proposal itself, if the Connecticut Lottery Corporation, in its sole discretion, determines such waiver to be in its best interests.

Proposals must remain in effect for no less than one hundred eighty (180) days following their opening, to allow the Connecticut Lottery Corporation to review and evaluate the proposals, investigate the vendor's qualifications, and award and execute a contract.

All provisions, specifications, terms and conditions of this Request for Proposals shall be made a part of the contract between the successful vendor and the Connecticut Lottery Corporation. The contract shall have an initial term of three (3) years, unless terminated earlier. At its sole discretion, and providing the Connecticut Lottery Corporation gives the vendor no less than sixty (60) days written notice of its intent, the Connecticut Lottery Corporation may extend the contract for up to three (3) one-year extensions, issued either separately or in whole, under the same terms and conditions as the original contract.



PART II: PROPOSAL INSTRUCTIONS, PROCEDURES AND FORMAT

2.01 DEFINITIONS

The following defined terms used throughout this Request for Proposals shall have the following meanings:

- ❖ “Award” – the CLC’s tentative selection of the successful Vendor. The CLC may rescind an Award at any time prior to execution of a Contract.
- ❖ “Business Day” – Monday through Friday, excluding Holidays.
- ❖ “Business Hours” – the hours between 7:00 A.M. to 9:00 P.M. Eastern Time.
- ❖ “CLC” or “Lottery” – the Connecticut Lottery Corporation.
- ❖ “Contract” – to be entered into between a Vendor and the CLC for the goods and services described in this RFP.
- ❖ “Division of Special Revenue,” “Division,” or “DOSR” – the CLC’s regulatory agency.
- ❖ “Evaluation Committee” – the group of CLC employees who will review the Proposals.
- ❖ “Holidays” – currently, New Year’s Day, Martin Luther King Day, Lincoln’s Birthday, Washington’s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, and Christmas Day. The CLC may change the number of holidays and corresponding dates.
- ❖ “Installation Date” or “Maintenance Date” – Monday through Sunday, excluding Holidays.
- ❖ “Instant Ticket” – a latex-covered Lottery product (also known as a “scratch ticket”). Each instant ticket is constructed of recyclable cardboard stock upon which graphic design and latex covering are imprinted. Instant tickets are differentiated from other Lottery products in that the prize amount is known immediately upon removal of the latex covering.
- ❖ “Invited Option” – a feature or item of interest to the CLC except that the CLC makes no commitment to any quantity or timing for acquisition or lease. The CLC requires separate pricing for Invited Options, although the pricing may be “no charge.” A Vendor is not required to include Invited Options in its Proposal. Proposals may be evaluated more favorably if some Invited Options are available. If an Invited Option is available at no additional charge beyond the base price, then it can be treated as part of the base system and contribute directly to the evaluation process.
- ❖ “ITVM” – instant ticket vending machine – i.e., a machine that dispenses Instant Tickets to players in exchange for a specified sum of money.
- ❖ “Lottery Retailer” – a retailer, whether an individual or a business entity, that is authorized to sell and redeem Lottery tickets.
- ❖ “Mandatory Requirement” – a feature or item of particular interest to the CLC, which the CLC expects to employ with the ITVMs. The Vendor must include a Mandatory Requirement in the Proposal or risk rejection of the Proposal. Mandatory Requirements will be evaluated because they are automatically added to the base price.



- ❖ “Offered Option” – a feature or item not identified in the RFP but may be identified by the Vendor and included in the Proposal. The CLC makes no commitment to any quantity or timing for acquisition or lease. The CLC expects separate pricing for Offered Options, although the pricing may be “no charge.” The Vendor is not required to include Offered Options.
- ❖ “Proposal” – all materials, information and documents submitted by a Vendor in response to this RFP, including but not limited to Vendors’ questions and the CLC’s answers.
- ❖ “Specified Option” – a feature or item required for discussion by the Vendor although the CLC may opt not to purchase. Specified Options will be evaluated and priced separately.
- ❖ “Submission Date” -- February 2, 2010 at 2:00 P.M. Eastern time.
- ❖ “Vendor” – any individual or business entity submitting a Proposal in response to this RFP, including the Vendor’s parent corporation and each other subsidiary of that parent corporation. The term “Vendor” shall also include each and every independent contractor or subcontractors the Vendor proposes to use in performing the Contract.



2.02 RIGHT TO AMEND OR TERMINATE RFP

The CLC may, in its sole discretion, clarify, modify, amend, alter or terminate this RFP when it is in the CLC's best interests. Any such action shall be effected by a posting on the State of Connecticut, Department of Administrative Services Purchasing Portal, Bidder Notification System and on the Lottery's website at www.ctlottery.org/bids-open.htm.

Upon receipt of a notice that the CLC has terminated this RFP, the Vendor shall immediately both discontinue all work on its response to this RFP (unless the notice directs otherwise) and deliver to the CLC all data, drawings, specifications, reports, estimates, summaries and such other information and materials as the Vendor may have gathered in preparing a Proposal in response to this RFP, whether completed or in progress.

2.03 SCHEDULE OF CERTAIN KEY EVENTS AND DEADLINES

Event	Deadline
RFP issued	January 4, 2010
Vendor Questions Submitted	January 11, 2010 by 2:00 P.M. Eastern time
CLC Responses to Questions Issued	January 14, 2010
Proposal Submission Date	February 2, 2010 by 2:00 P.M. Eastern time
Sample ITVM delivered to the CLC	February 2, 2010
Sample ITVM delivered to the CLC's Advertising Agency	February 2, 2010
Anticipated Focus Group Testing	February 17 th and 18 th , 2010
Anticipated Notice of Award	March 5, 2010
Anticipated Contract Effective Date	March 12, 2010
Anticipated Delivery Start Date	May 12, 2010

2.04 VENDOR QUESTIONS AND COMMENTS

All questions and comments concerning the CLC's procurement process or this RFP must be directed only to:

Susan Starkowski (Purchasing Officer)
Fiscal Administrative Officer
Connecticut Lottery Corporation
777 Brook Street
Rocky Hill, CT 06067
Voice Telephone 860.713.2788
Electronic mail address: sue.starkowski@ctlottery.org



Vendors may not contact any other CLC employee or official concerning the RFP or the goods or services to be provided under it. A Vendor's failure to comply with this requirement may result in disqualification of its Proposal.

Vendor questions and comments shall be sent by electronic mail to the Purchasing Officer, who must receive them no later than 2:00 P.M. Eastern time on January 11, 2010. The Purchasing Officer will confirm receipt of a Vendor's questions by electronic mail. Questions cannot be submitted via telephone, but the Purchasing Officer will accept telephone calls to confirm receipt of a Vendor's questions if the Vendor has not received an electronic mail confirmation.

The CLC will answer all written questions, inquiries and comments in writing via an RFP addendum on or before January 14, 2010. Addenda will be available through the State of Connecticut, Department of Administrative Services Purchasing Portal, Bidder Notification System, and will also be posted on the Lottery's website at www.ctlottery.org/bids-open.htm. Each Vendor is responsible for checking the portal and website to determine if the CLC has issued an addendum and, if so, to complete its Proposal in accordance with the RFP as modified by the addendum or addenda. No oral statement of the CLC or any of its officers or employees, including the Purchasing Officer, shall be effective to modify any of the provisions of this RFP.

2.05 DATE AND TIME OF PROPOSAL SUBMISSION

Proposals must be in the CLC Purchasing Officer's office on or before the Submission Date (February 2, 2010 at 2:00 P.M. Eastern time). Postmarks prior to that date and time do **NOT** satisfy the requirement for timely delivery. Vendors are solely responsible for ensuring timely delivery. The CLC will reject, and may return unopened to the Vendor, Proposals received after the Submission Date and Time.

2.06 PRESUMPTION OF VENDOR'S FULL KNOWLEDGE

The CLC will presume that: (a) each Vendor that submits a Proposal is familiar with and is able to comply with all federal, state and local laws, ordinances and regulations that in any manner relate to this RFP and the supply of goods and performance of the services described herein; and (b) each Vendor has read and understood each document in this RFP and any addenda issued in connection with it. A Vendor's failure and/or omission to review or examine any information concerning this RFP shall in no way relieve it from any aspect of its Proposal or the obligations related thereto.

By submitting a Proposal, each Vendor represents that it has thoroughly examined and become familiar with the technical specifications contained in this RFP and, further, it is capable of supplying the goods and performing the services to achieve the CLC's objectives.

2.07 SUBMISSION REQUIREMENTS

2.07.01 General Preparation Instructions

Proposals must be clearly written and legible and must contain each of the forms identified in and attached to this RFP, as well as all other information required by this RFP.

The original Proposal shall be signed by a person duly authorized to sign the Proposal on the Vendor's behalf. The CLC will reject an unsigned Proposal. The person signing the Proposal must initial errors, alterations or corrections on the original. Each copy of the Proposal must contain a copy of the signatures and, if any, the initials. If there is a conflict among the Proposals delivered to the CLC, the original shall prevail.

All pages of the Proposal must be numbered, and the Proposal must be presented in the order set forth in Section 2.08, below. Conciseness and clarity of content are emphasized.



2.07.02 Proposal Effectiveness

Proposals must remain in effect for no less than one hundred eighty (180) days following their due date to allow the CLC to review and evaluate the Proposals, investigate the Vendor's qualifications, and award and execute a Contract.

2.07.03 Submission of the Proposal

Submission of the Proposal to the Purchasing Officer must occur as follows:

A. Envelope Content

The Vendor's exterior envelope shall contain three (3) separate envelopes within containing the information and documents described and marked as set forth below:

Envelope # 1 must contain **ONE (1) original hard copy plus ELEVEN (11) hard copies of the Vendor's Proposal Response, Transmittal Letter, Attachments A, B, D, E, F, G, H, I, J, K and M (Attachment L is deliberately omitted and provided for review only), Certificates of Insurance, THREE (3) references, the Vendor's Implementation Plan and the Vendor's Preventative Maintenance Plan, both as defined in Section VII.** Vendor must also include in this envelope **one (1) CD of the Proposal Response and documents listed above.** This envelope and the CD must **NOT** include the Pricing Schedule, Performance Bond or Irrevocable Letter of Credit and Commitment Letter, or the financial disclosures; and,

Envelope # 2 must contain **ONE (1) original hard copy Pricing Schedule, as defined in Attachment C, and the Performance Bond or Irrevocable Letter of Credit and Commitment Letter,** as defined in Section 4.19. This envelope must **NOT** include the Proposal Response or any financial disclosures; and,

Envelope # 3 must contain **ONE (1) original plus THREE (3) copies of the financial disclosures, as defined in Section 3.06.** This envelope must **NOT** include the Proposal Response, the Pricing Schedule, Performance Bond or Irrevocable Letter of Credit and Commitment Letter. ***NOTE: If a Vendor has submitted the financial statements to the CLC within the last sixty (60) days of the issue date of this RFP, there will be no need to resubmit the same documents. The Vendor must, however, provide the CLC with a signed and notarized Affidavit attesting that no financial changes have occurred within that time. Submission of the notarized Affidavit must be submitted in place of the financial statements described above in ENVELOPE #3.**

PLEASE NOTE: A Vendor failing to submit the Pricing Schedule, Performance Bond or Irrevocable Letter of Credit and Commitment Letter and/or the financial disclosures, in separately sealed envelopes shall be disqualified from further consideration. At the risk of disqualification, a Vendor must not mention, refer to, or quote pricing or cost figures in any section of its Proposal other than in the Pricing Schedule which is to be submitted in a separately sealed envelope (Envelope #2).



B. Envelope Labeling

Envelopes, as described above, must be labeled as follows:

Envelope # 1: must be sealed, contain the Vendor's name and address in the upper left-hand corner and must be clearly labeled with the words **"RFP PROPOSAL RESPONSE"** and the RFP Description, RFP Number (CLC201003), Proposal Due Date, **Attention: Susan Starkowski, Purchasing Officer.**

Envelope # 2: must be sealed, contain the Vendor's name and address in the upper left-hand corner and must be clearly labeled with the words **"RFP PROPOSAL – PRICING SCHEDULE AND PERFORMANCE BOND or IRREVOCABLE LETTER OF CREDIT and COMMITMENT LETTER "** and the RFP Description, RFP Number (CLC201003), Proposal Due Date, **Attention: Susan Starkowski, Purchasing Officer.**

Envelope # 3: must be sealed, contain the Vendor's name and address in the upper left-hand corner and must be clearly labeled with the words **"RFP PROPOSAL – FINANCIAL DISCLOSURES"** and the RFP Description, RFP Number (CLC 200902), Proposal Due Date, **Attention: Susan Starkowski, Purchasing Officer.**

PLEASE NOTE: The CLC will reject, and will not accept, any Proposal submitted in an unmarked envelope that the CLC opens in the normal course of its business. The CLC may, but shall not be required to, return such Proposal and inform the Vendor that the Proposal may be resubmitted in a sealed envelope properly marked as described above.

2.07.04 Completing Pricing Schedule

Prices should be extended in decimals and not in fractions, must be net of all trade discounts or allowances, shall include transportation and delivery charges fully prepaid by the Vendor to the destinations within the State of Connecticut to be determined by the CLC. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

2.07.05 Withdrawal of Proposal Before Contract Award

A Vendor may withdraw a Proposal after its submission provided that the CLC receives the withdrawal notice in writing.

2.07.06 Additional Information

The CLC reserves the right to ask the Vendor to clarify its Proposal or to submit additional information that the CLC in its sole discretion deems desirable.



2.08 CHECKLIST OF REQUIRED PROPOSAL DOCUMENTS

The following checklist is provided to assist Vendors in submitting responsive Proposals; it is not, however, all-inclusive, and reliance on it does not excuse a Vendor's failure to strictly and fully comply with all of this RFP's requirements. Vendors should verify that all required forms and requests have been fully addressed and properly executed before submitting a Proposal. A Proposal must be loosely bound and must be organized as follows:

- **TRANSMITTAL LETTER**, signed and submitted in **ENVELOPE #1** of the Proposal.
- **CERTIFICATE OF INSURANCE**, signed and submitted in **ENVELOPE #1** of the Proposal.
- **THREE REFERENCES**, submitted in **ENVELOPE #1** of the Proposal.
- **PROPOSAL RESPONSE**, submitted in **ENVELOPE #1** of the Proposal.
- **FINANCIAL DISCLOSURES**, signed and transmitted as part of the Proposal and submitted in **ENVELOPE #3**. **NOTE: If a Vendor has submitted the financial statements to the CLC within the last sixty (60) days of the issue of this RFP, there will be no need to resubmit the same documents. The Vendor must, however, provide the CLC with a signed and notarized Affidavit attesting that no financial changes have occurred within that time. Submission of the notarized Affidavit must be submitted in place of the financial statements in ENVELOPE #3 of the Proposal.**
- **IMPLEMENTATION PLAN**, submitted in **ENVELOPE #1** of the Proposal.
- **PREVENTATIVE MAINTENANCE PLAN**, submitted in **ENVELOPE #1** of the Proposal.
- **Attachment A, Vendor Information Form** signed by an official authorized to bind the Vendor and included in **ENVELOPE #1** of the Proposal.
- **Attachment B, Vendor's Affidavit** signed by an official authorized to bind the Vendor and submitted in **ENVELOPE #1** of the Proposal.
- **PERFORMANCE BOND or IRREVOCABLE LETTER OF CREDIT and COMMITMENT LETTER**, signed and submitted in **ENVELOPE #2** of the Proposal.
- **Attachment C, Pricing Schedule**, signed by an official authorized to bind the Vendor and submitted in **ENVELOPE #2** of the Proposal.
- **Attachment C (1), Supplementary Pricing Schedule**, signed by an official authorized to bind the Vendor and submitted in **ENVELOPE #2** of the Proposal.
- **Attachment D, Consulting Agreement Affidavit** signed by an official authorized to bind the Vendor and submitted in **ENVELOPE #1** of the Proposal.
- **Attachment E, Gift and Campaign Contribution Certification** signed by an official authorized to bind the Vendor and submitted in **ENVELOPE #1** of the Proposal. (Annual recertification will be necessary.)
- **Attachment F, Affirmation of Receipt of State Ethics Laws Summary** signed by an official authorized to bind the Vendor and submitted in **ENVELOPE #1** of the Proposal.
- **Attachment G, SEEC Form 10 Campaign Contribution and Solicitation Ban** signed by an official authorized to bind the Vendor and submitted in **ENVELOPE #1** of the Proposal.



- **Attachment H, *Non-Discrimination Form C*** signed by an official authorized to bind the Vendor and submitted in **ENVELOPE #1** of the Proposal.
- **Attachment I, *Prohibition Against Playing the Lottery*** signed by an official authorized to bind the Vendor and submitted in **ENVELOPE #1** of the Proposal.
- **Attachment J, *Individual and Business Release Authorizations*** signed, respectively, by the individuals and by an official authorized to bind the Vendor and submitted in **ENVELOPE #1** of the Proposal.
- **Attachment K, *Confidentiality Statement*** signed by an official authorized to bind the Vendor and submitted in **ENVELOPE #1** of the Proposal.
- **Attachment L, *SEEC Form 11 Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban*** for review only.
- **Attachment M, *ITVM Configuration Chart***, submitted in **ENVELOPE #1** of the Proposal
- **Attachment N, *Important Notices*** for review only.

2.09 COLLABORATIVE PROPOSALS

A Vendor submitting a Proposal may partner with another Vendor to submit a joint Proposal to provide the goods and services sought by this RFP. Any Vendor that submits a Proposal identifying a sharing or allocation of the responsibilities necessary to provide the goods or services required under this RFP must clearly designate the primary contractor and identify the manner in which the allocation of responsibilities will be assigned between the Vendors submitting the Proposal. Acceptance of any Proposal submitted by a Vendor proposing to divide or allocate the duties and responsibilities necessary to provide and maintain the ITVMs shall be within the CLC's sole discretion.



PART III: VENDOR INFORMATION

3.01 VENDOR'S EXPERIENCE

Each Vendor shall describe in detail its experience for all engagements over the past five (5) years that involve gaming or lottery goods and services or that are otherwise similar to the goods and services described in this RFP. For each such engagement, the Vendor shall include the business name, contact name, address and telephone number of the contact person. If the Vendor has provided the ITVMs proposed in its Proposal to other state or provincial lotteries, the Vendor shall fully disclose each such relationship and, for each, provide the same reference information (including the contact information for the individual from whom information such as sales volume, repair history, etc., may be obtained). Each experience statement shall also include the following information:

- A. Detailed description of each such engagement, including but not limited to the Vendor's specific role, whether the Vendor was the prime contractor or a subcontractor, and the specific products and services the Vendor provided; and
- B. Reason for contract termination/expiration, if contract is no longer in effect.

3.02 VENDOR'S PRIOR PERFORMANCE ISSUES

The Vendor shall affirmatively state whether any of the following events has occurred:

- A. During the last five (5) years, the Vendor has had any contracts terminated by default or for cause. If so, the Vendor must submit full details of the contract termination.
- B. During the last five (5) years, the Vendor has been assessed penalties or liquidated damages under any of its existing or past contracts. If so, the Vendor must indicate, for each incident, the reason for the penalty or liquidated damages and the amount thereof. Summary data is permitted when per incident data would cause a large volume of data; however, the per incident data must be available upon request.
- C. During the last five (5) years, the Vendor, its parent, a subsidiary or other affiliate (collectively, "Affiliates") was the subject of any order, judgment or decree of any federal, state, or provincial authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business practice or activity, or if trading in the stock of the Vendor or any of its Affiliates has been suspended. Information must be fully provided, with appropriate and accompanying date(s) and explanation(s).



3.03 HARDWARE PRODUCTION AND REPAIR TIMES

Each Vendor shall describe its capability and capacity for producing hardware to meet the requirements of this RFP. Each Vendor must also provide information on repair and average downtime for the ITVMS proposed for use by the CLC.

3.04 VENDOR'S STRENGTHS

Each Vendor must submit a written statement, not to exceed two (2) pages in length, explaining why its goods and services best meet the CLC's objectives and further describing any additional features, aspects or advantages of its goods and services (i.e., Offered Options) in any relevant area not covered elsewhere in its Proposal.

3.05 VENDOR'S BUSINESS STRUCTURE AND OPERATIONS

Each Vendor shall make the following disclosures with respect to its legal structure and business operations:

- A. Full business name, address and principal place of business;
- B. Legal structure and key participants, including:
 - i. If a corporation: the names of all corporate officers and directors, and the names of all stockholders having five percent (5%) or more equity in the corporation.
 - ii. If a partnership, LLP, LLC or joint venture: the names of the general partners, the limited partners or members, and those owning an equity interest of five percent (5%) or more.
 - iii. If a trust: the names of the trustees and all persons entitled to receive income or benefits from the trust.
 - iv. If an association: the names of the members, officers and directors.
- C. All bankruptcy, reorganization, insolvency, and other material pending proceedings, actions, litigation or threatened proceedings, actions or litigation involving the Vendor or any of its Affiliates.
- D. The details of all pleas, convictions or judgments against the Vendor, its owners, officers, directors or primary members for any criminal offense.
- E. Any known related party relationships between the Vendor (or one of its Affiliates or their owners, officers, directors or primary members) and a CLC officer, director, or employees.
- F. Resumes of all management and supervisory personnel, including the proposed account executive, who will be involved in the implementation and operation of the Contract and, further, for each such person if not otherwise provided in the resume:
 - i. Full name and current address;
 - ii. Five-year employment history;
 - iii. A specific description of the person's relevant experience with ITVMs (limited to one page);
 - iv. Detailed narrative explaining the role the individual will have in performance of the Contract; and



- v. Any additional helpful information to indicate the individual's ability to aid the Vendor in successfully performing the Contract (limited to one page).

- G. A current organizational chart and proposed charts for both implementation and on-going operation should the Vendor be selected, indicating lines of authority and including names, titles, and functions of individuals. The chart must be updated and sent to the CLC Director of Security and the Division on a quarterly basis or as soon as possible following personnel changes.

If at any time during the RFP process or the term of the Contract the disclosures required by this section change, the Vendor shall, within ten (10) business days of the event of change, notify the CLC in writing of the change. The CLC reserves the right, in its sole discretion, to determine whether such changed disclosure warrants disqualification of the Proposal or termination of the Contract.

3.06 VENDOR'S FINANCIAL STATEMENTS

The successful Vendor must be financially sound and stable and able to perform the terms and conditions of the Contract. Each Vendor must submit with the Proposal, **in Envelope #3**, an original and three (3) copies of the following **financial information**: ***NOTE: If a Vendor has submitted the financial statements listed below to the CLC within the last sixty (60) days of the issue date of this RFP, there will be no need to resubmit the same documents. The Vendor must, however, provide the CLC with a signed and notarized Affidavit attesting that no financial changes have occurred within that time. Submission of the notarized Affidavit must be submitted in place of the financial statements described below in Envelope #3 of the Proposal.**

- A. The Vendor's audited financial statements for the last three (3) fiscal years. If audited statements are unavailable, the Vendor must provide unaudited financial statements PLUS complete federal tax returns for the last three years.
- B. If the Vendor is a subsidiary of another company, the financials for the parent company for the same periods must be provided with the Vendor's statements. If the Vendor proposes to rely on the strength of the parent's financial resources, the Vendor must submit a guaranty form attesting that the parent has the necessary financial strength to complete the Contract and that it will guaranty the Vendor's performance of the Contract.
- C. If the Vendor is a publicly-traded company, the Vendor must submit registration statements and 10K, 10Q, and 8K reports for the last three years.
- D. If the Vendor needs to borrow funds to perform any part of the Contract, the Vendor must provide a **PERFORMANCE BOND or IRREVOCABLE LETTER OF CREDIT and COMMITMENT LETTER** from its bank or creditor. This information must be included in **Envelope #2**.
- E. The Vendor's Chief Financial Officer shall sign and date a statement that the financial statements provided were prepared in accordance with generally accepted accounting principles ("GAAP") accepted in the United States of America and fairly represent the financial condition of the Vendor as of the Submission Date.

The CLC also reserves the right to require any additional information necessary to determine the Vendor's financial integrity and responsibility.



3.07 VENDOR'S CERTIFICATIONS

By submitting a Proposal, each Vendor certifies and represents to the CLC, for this Proposal and any subsequent Contract, that:

- A. Its Proposal is made without collusion or fraud, and the Vendor has not offered or received any kickbacks, gifts or inducements from any other Vendor, supplier, manufacturer or subcontractor in connection with its Proposal;
- B. It has not communicated with any officer, director or employee of the CLC, other than the Purchasing Officer, concerning this RFP, nor has it provided any payment, gift, loan, subscription, advance, deposit of money or service, present or promised, to any such person that is or was in any way related to this RFP or the Vendor's Proposal;
- C. It is not currently debarred from submitting proposals or bids on contracts by any agency or political subdivision of the State of Connecticut, or any other state, native American body or other governmental entity within the United States, nor is it an agent of any person or entity that is currently debarred from submitting proposals or bids on contracts by any agency or political subdivision of the State of Connecticut or any other state, native American body or other governmental entity within the United States;
- D. To the best of the Vendor's knowledge, no CLC director, officer, agent or employee has any financial interest whatsoever in the Vendor or the Vendor's business;
- E. It will notify the CLC in writing within ten (10) days of a substantial change in its financial condition. For the purposes of this provision, a "substantial change in financial condition" means any loss or judgment that equals or exceeds ten percent (10%) of the Vendor's net worth or that would jeopardize the Vendor's ability to meet its obligations under its Proposal or the Contract. Failure to notify the CLC of such a change will be grounds for rejecting the Proposal or terminating the Contract. This requirement exists during the period prior to the Award, prior to Contract execution, and during the term of the Contract; and,
- F. It will notify the CLC in writing within ten (10) days of a substantial change in its ownership. For purposes of this provision, a "substantial change in ownership" is defined as any merger, acquisition, assignment or change in parties who comprise ownership greater than 49% of the Vendor or the parent company of the Vendor. Failure to notify the CLC of such a change will be grounds for rejecting the Proposal or terminating the Contract.



3.08 SECURITY INFORMATION CONCERNING VENDOR

The successful Vendor shall provide the following security elements, as well as additional security information as outlined in Section 8.02:

- A. A list of names, addresses, dates of birth and Social Security numbers for all principals, key employees and subcontractors that are expected to be assigned to the Contract.

- B. Authorizations signed by the employees and subcontractors to allow law enforcement agencies to secure relevant background information.

- C. Assurance to the CLC that, as new personnel and subcontractors are assigned to the Contract, the information provided for above shall be reported to the CLC within ten (10) business days.

- D. Certification from all employees and subcontractors expected to be assigned to the Contract that they are prohibited from purchasing Lottery tickets and from receiving a prize(s) from said tickets during the term of the Contract. Further, any spouse, domestic partner, child, sibling or parent residing in the same household of a person assigned to the Contract shall also be prohibited from purchasing Lottery tickets and from receiving a prize(s) from any such tickets during the term of the Contract. This prohibition may be expanded to include Vendor employees, independent contractors and subcontractors who are not directly assigned to the Contract, if the CLC or the Division determines it to be in the best interests to expand such prohibition.



PART IV: GENERAL TERMS AND CONDITIONS

4.01 TAXES

Pursuant to Section 12-816 of the Connecticut General Statutes, the CLC is exempt from all state and certain federal taxation. Such taxes must NOT be included in Proposal prices.

4.02 COSTS FOR PREPARING PROPOSAL

Each Vendor shall be responsible for all costs it incurs in connection with the Proposal.

4.03 OWNERSHIP OF PROPOSALS

All Proposals become the CLC's property and need not be returned.

4.04 FREEDOM OF INFORMATION ACT AND CONFIDENTIALITY OF DATA

All information submitted in and with a Proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act, as amended. A Proposal may contain financial or other data that a Vendor claims constitutes a trade secret or proprietary information. To protect such data from disclosure, a Vendor must notify the CLC of its claim of confidentiality and must identify specifically the portions of its Proposal that it claims contain such confidential information **by visibly marking such pages or sections of pages of the Proposal.**

The CLC shall, to the extent permitted by law, protect from unauthorized use and disclosure all information and data related to the Vendor's operation that the Vendor has made available to the CLC and that the Vendor has, in its Proposal, clearly designated as "confidential."

Each Vendor shall protect from unauthorized use and disclosure all financial, statistical, technical and other data related to the Lottery operation that the CLC has made available to the Vendor and that the CLC has designated as "confidential" ("Confidential Information"). The Vendor shall not release or discuss the Confidential Information with any third party without the CLC's prior express written consent.

If the Vendor receives a request for disclosure of any Confidential Information under the Freedom of Information Act, the Vendor shall immediately notify the CLC of such request and provide the CLC with a copy of any written request. Upon notification of such request, the CLC reserves the right to object to the disclosure of said information and to notify the Vendor to withhold disclosure of said information, identifying in such notice the basis for such objection, including the statutory exemption(s) from disclosure.

Each Vendor agrees and warrants that it shall not use CLC materials or data in any form in connection with any other procurement effort, whether public or private. Vendor shall indemnify and hold CLC harmless for any and all costs, damages and expenses incurred in connection with any security breach or loss of confidential data by the Vendor, its employees and/or subcontractors. This obligation shall survive the completion of this RFP and the term of the Contract.



The Vendor shall not be required under the provisions of this section to treat in a confidential manner any data or information that is or becomes publicly available, was rightfully in the Vendor's possession prior to this RFP, is independently developed by the Vendor outside the scope of this RFP, or is lawfully obtained from third parties.

Any Confidential Information received from the CLC by the Vendor during the RFP process and/or the Contract term shall be returned to the CLC by the Vendor when it is no longer required by the Vendor and, in any event, when the project has been completed.

4.05 CONNECTICUT QUALIFICATION; LICENSES AND APPROVALS

If a Vendor is a corporation or other business entity that legally is required to file with the Connecticut Secretary of the State's Office, it must have a current certificate of authority or registration to do business in the State of Connecticut that is on file with such office. The CLC may, in its sole discretion, request acceptable evidence of any Vendor's legal status prior to the execution of a Contract.

4.06 ADVERTISING AND PRINTED MATERIALS

A Vendor shall not, either directly or indirectly, name the CLC, use the CLC logo or otherwise make any reference of any kind to the CLC in its advertising, news releases, brochures or other materials, or on its website, without the CLC's prior written consent. The CLC has the sole and exclusive right and title to all printed materials produced by the Vendor for the CLC, and the Vendor shall not copyright or claim ownership of any printed or electronic materials produced under the Contract.

4.07 QUALIFICATIONS OF THE VENDOR

The CLC, in collaboration with the Division and the Connecticut State Police, may make any investigations deemed proper and necessary to determine the ability of the Vendor to perform the Contract. Such investigations may include, but not be limited to, financial and criminal background investigations on those individuals who, in the CLC's and Division's sole discretion, are key employees directly involved in the performance of the Contract.

4.08 VENDOR LICENSING AND EMPLOYEE INVESTIGATIONS

Upon award of the Contract, the CLC and the Division will require that the successful Vendor, its officers, employees and subcontractors who are assigned to carry out the responsibilities of the Contract be licensed by the Division. The Vendor shall pay all application fees associated with such licensing. Background investigations are part of the licensing process and may include fingerprint identification by the Connecticut State Police. The CLC reserves the right to require the removal of any and all Vendor employees from performing services under the Contract based upon the results of the background checks.

4.09 PRIME CONTRACTOR RESPONSIBILITY

The Vendor shall be solely responsible for providing the goods and services required by this RFP and performing the Contract. The CLC shall consider the Vendor to be the sole point of contact for all issues under and requirements of the Contract.



4.10 APPROVAL OF SUBCONTRACTORS AND VENDOR'S RESPONSIBILITY

No portion of the work described in this RFP shall be subcontracted to any individual or business entity other than those reflected in the Vendor's Proposal, without the CLC's prior written consent. Subcontractors must be approved in advance by the CLC and will be subject to background checks of personnel and principals, and may also require Vendor licensing, as described in Section 4.08, above.

Notwithstanding the Vendor's subcontracting, the Vendor shall remain fully and solely liable and responsible for the work to be done by its subcontractor(s), and it shall assure compliance with all requirements of the Contract. By submitting a Proposal, the Vendor agrees that it is 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 the Vendor is for acts and omissions of the persons it directly employs.

4.11 APPROVAL OF EMPLOYEES AND MINIMUM STAFFING LEVELS

The CLC and the Division reserve the right to review and, if necessary, disapprove any employee of the Vendor prior to the employee's assignment to duties under the Contract. The CLC also reserves the right to require the removal of any Vendor employee at any time if the CLC finds that such employee is not performing in the CLC's best interests. The CLC shall require the Vendor to maintain minimum staffing levels to meet the requirements of the Contract.

4.12 EQUAL BUSINESS OPPORTUNITY

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 RFP, 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 Proposal. The successful Vendor will be expected to make a good faith effort to provide meaningful procurement opportunities to minority businesses when providing goods or services under the Contract.

4.13 ETHICS IN PUBLIC CONTRACTING

By submitting a Proposal, each Vendor certifies to the CLC that: its Proposal is made without collusion or fraud; it has not offered or received any kickbacks or inducements from any other Vendor, supplier, manufacturer or subcontractor in connection with its Proposal; and it has not conferred on or promised to any State or quasi-public employee, entity or, agent or public official connected in any way to this RFP, any payment, loan, subscription, advance, deposit of money, gift, service, or present 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 RFP.



4.14 CODE OF CONDUCT FOR THE VENDOR

The CLC is well aware of the extremely sensitive nature of the lottery industry. It is essential that the CLC's operations and reputation avoid any impropriety or appearance of impropriety. Because of this, the Vendor must adhere to the following code of conduct:

- A. The Vendor must offer services of the highest standards.
- B. The Vendor must use its best efforts to prevent the industry and the CLC from becoming involved in a controversy or conflict.
- C. The Vendor must avoid promotions and endorsements that the CLC could interpret as improper or embarrassing to the CLC or the State of Connecticut.
- D. Immediately upon detection, the Vendor must report actual or potential security problems to the CLC.
- E. The Vendor must ensure that its staff and any subcontractors working on the Contract refrain from purchasing Lottery tickets and from receiving a prize(s) from said tickets during the term of the Contract.

4.15 MAINTENANCE OF CERTAIN RECORDS

The Vendor must maintain financial records, books and all other documents and data pertaining to the Contract in accordance with GAAP. Records pertaining to the Contract must be available to the CLC, its auditors, and the Division at all times during the Contract term and for five (5) full years from the expiration date or final payment date, whichever comes later.

4.16 ACCOUNT EXECUTIVE

A qualified account executive must be assigned to the Contract and must oversee all contractual obligations. This professional will be available for meetings, discussions and reviews and will ensure timely invoice preparation and performance reports as required. The account executive will serve as the liaison between the CLC and the Vendor and will follow through on all requests from the CLC. In general, the account executive will be the CLC's primary point of contact with the Vendor.

4.17 REQUIRED INSURANCE

By signing and submitting a Proposal, a Vendor agrees that, if it is the successful Vendor, it and each of its contractors and subcontractors, at their sole cost and expense, will obtain and maintain in force during the term of the Contract the insurance coverages specified in this RFP covering the successful Vendor, its contractors and subcontractors and each of their officers, employees and agents. The required insurance policies shall be written by a company or companies licensed to issue insurance policies in the State of Connecticut, which company or companies shall have not less than a A-rating and a Class VI financial status as reported in the latest edition of Best's Insurance Guide. The CLC reserves the right to approve all insurance companies.



Before Contract execution, the successful Vendor shall obtain and deliver to the CLC's Purchasing Officer Certificates of Insurance, in a form satisfactory to the CLC, for the kinds and minimum amounts of insurance specified below. Each Certificate of Insurance shall: (a) list the "Connecticut Lottery Corporation, its directors, officers, employees, Lottery Retailers and agents" as additional insureds with respect to liabilities and losses related to the Contract; and (b) shall require the insurance company to provide thirty (30) days advance written notice to the CLC, by certified mail, return receipt requested, of any change in, termination of, failure to renew, default, or cancellation of coverage. The successful Vendor shall require the insurance carriers of the required coverages to waive all rights of subrogation against the CLC, its directors, officers and employees.

If the successful Vendor is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract, and the Certificate of Insurance shall state that the coverage is claims-made and also the retroactive date, if any.

All insurance policies required below shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the CLC. No insurance required or furnished hereunder shall in any way relieve or diminish the successful Vendor's responsibilities, obligations and liabilities under this RFP and the Contract.

Each Vendor shall fully disclose any nonstandard exclusions for each of the required coverages:

- A. **General Liability.** In the minimum amount of \$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.
- B. **Automobile Liability.** In the minimum amount of \$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for the Vendor in any capacity in connection with carrying out the Contract.
- C. **Workers Compensation and Employer's Liability.** Workers Compensation coverage in accordance with all State of Connecticut statutes and regulations. In addition, Employer's Liability with minimum limits of \$100,000 each accident, \$100,000 disease per employee, and \$500,000 disease policy limit.
- D. **Errors and Omissions.** In the minimum amount of \$1,000,000 for Each Occurrence with an Aggregate minimum of \$1,000,000.
- E. **Commercial Umbrella Policy.** In the amount of \$5,000,000.
- F. **Fidelity or Employee Theft.** In the amount of \$50,000 (or \$100,000) covering any loss to the Lottery due to any fraudulent or dishonest act on the part of the Vendor's officers, employees, agents or subcontractors.

4.18 DRIVER AND VEHICLE SAFETY

The Vendor must ensure that its employees, as well as any independent contractors or subcontractors, maintain current driver's licenses and that these licenses are in good standing with the issuing authority. The Vendor must also ensure that its employees, independent contractors and subcontractors comply with motor vehicle laws and safety obligations.



4.19 REQUIRED PERFORMANCE BOND OR IRREVOCABLE LETTER OF CREDIT AND COMMITMENT LETTER

The successful Vendor must provide a performance bond in an amount equal to or greater than the “Not to Exceed Limit” quoted in the Pricing Schedule and in a form satisfactory to the CLC. The required bond shall be written by a company licensed to issue bonds in the State of Connecticut, which company shall have not less than an A- rating and a Class VI financial status as reported in the latest edition of Best’s Insurance Guide. The bond shall be maintained in full force for the life of the Contract. An irrevocable letter of credit in a form satisfactory to the CLC and drawn on an acceptable financial institution licensed to conduct business in the State of Connecticut may be substituted for the performance bond. The performance bond, or irrevocable letter of credit, shall renew automatically and shall further provide for sixty (60) days advance notice to the Lottery of any termination, failure to renew, or default. The Performance Bond or Irrevocable Letter of Credit is referred to collectively as the “Surety”. If the successful Vendor is in default under the Contract or if the CLC incurs damages due to the Vendor’s default, the Surety may be forfeited to the CLC, in whole or in part.

Each Vendor shall also submit with its Proposal a Commitment Letter that confirms that the bonding company or financial institution has agreed to issue, prior to the date of Contract execution, the applicable Surety in an amount equal to or greater than the “Not to Exceed Limit” in the Pricing Schedule. The Commitment Letter shall be included along with the Pricing Schedule in a separately sealed envelope (**Envelope #2**). **NOTE: While the successful Vendor must provide the Surety prior to Contract execution, the Vendor shall not refer to the Surety amount in the body of its Proposal because that would result in premature disclosure of the “Not to Exceed Limit.” Disclosure of the “Not to Exceed Limit” in the body of the Proposal shall be grounds to disqualify the Proposal.**

PART V: OTHER CONTRACT TERMS

5.01 DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

Each Vendor agrees to indemnify, defend, and hold harmless the CLC, its directors, officers, agents, employees, Lottery Retailers, and the State of Connecticut from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney’s fees, arising out of or relating, directly or indirectly, to the Vendor’s malfeasance, misconduct, negligence or failure to meet its obligations under the Contract, or the Vendor’s actions and/or inactions during the preparation, submission and evaluation of the Proposal and/or during the time period prior to the execution of a Contract. The Vendor’s obligations in this section shall not be limited in any way by any limitation on the amount or type of the Vendor’s insurance or on the damages, compensation or benefits payable by the Vendor under workers compensation, disability benefit, or other employee benefits acts.



Each Vendor will also be required to pay any and all attorney's fees incurred by the CLC, its directors, officers, agents, employees, Lottery Retailers, and the State of Connecticut in enforcing the Vendor's obligations under this section. This section's obligations shall survive the expiration or termination of the Contract.

5.02 FORCE MAJEURE

Neither party shall be liable for delays or performance failures resulting from or caused by acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, acts of war or terrorism, epidemics, or acts of federal or state agencies. However, any such delay must be beyond the control and without the fault or negligence of the nonperforming party.

5.03 TERMINATION OF CONTRACT

5.03.01 Termination Without Cause

The CLC shall have the right, in its sole discretion, to terminate the Contract, in whole or in part, without cause. Any such termination shall be effected by the CLC sending written notice to the Vendor of its intent to terminate no less than thirty (30) days prior to the termination date. In the event of such termination without cause, the Vendor shall receive reimbursement for the cost of any materials, services or other expenses reasonably and actually incurred at the time of receipt of notification of termination and not otherwise usable or recoverable by the Vendor. In connection with any such termination, the CLC shall have no other liability or obligation to the Vendor, including, but not limited to, any obligation or liability for claims of lost profits or other consequential damages. Upon receipt of a notice of such termination without cause, the Vendor shall take all steps necessary to mitigate the costs and expenses payable under this section. Termination of the Contract does not excuse the Vendor from any liquidated damage assessments or other liabilities that it may have incurred as a result of its failure to meet its obligations during the Contract.

5.03.02 Termination With Cause

The CLC shall have the right, in its sole discretion, to terminate the Contract, in whole or in part, with cause upon written notice to the Vendor. Such termination shall be without prejudice to any and all rights, remedies, and causes of action the CLC may have against the Vendor.

The following sets forth certain, but not all, of the bases upon which CLC may terminate the Contract with cause:

- A. The Vendor materially fails to comply with any of its obligations and duties under the Contract; or
- B. A receiver, conservator, liquidator, or trustee of the Vendor, or of any of its assets, is appointed by order or decree of any court or agency or supervisory authority having jurisdiction; or any order for relief is entered against the Vendor under the federal bankruptcy code; or the Vendor is adjudicated bankrupt or insolvent; or any material portion of the assets of the Vendor is sequestered by court order and such order remains in effect for more than thirty (30) days after the Vendor obtains knowledge thereof; or a petition is filed against the Vendor under any state, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation, or receivership law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within sixty (60) days; or



- C. The Vendor files a case under the federal bankruptcy code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law; or
- D. The Vendor makes any assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee, or liquidator of the Vendor or of all or any part of its property; or
- E. The financial condition of the Vendor deteriorates such that there is reasonable doubt about the Vendor's ability to meet its obligations under the Contract; or
- F. A writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the Vendor's property, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) days after entry; or
- G. Any of the representations or warranties or certificates made or furnished by the Vendor in the RFP, the Proposal, the Contract, or in oral presentations, if any, is found by the CLC to have been materially false, deceptive, incorrect, or incomplete; or
- H. The Vendor modifies their software or the reporting systems of the CLC, without the prior written consent of the CLC; or
- I. The Vendor or its subcontractor commits fraud or is involved in collusion, conspiracy or other unlawful or fraudulent activities, whether or not related to this RFP or the Contract; or
- J. The Vendor fails to adhere to the Division's licensing regulations and background checks; or
- K. The Division revokes the Vendor's license.

Termination of the Contract does not excuse the Vendor from any liquidated or other damage assessments incurred during the Contract.

5.04 EXPIRATION OF CONTRACT AND TRANSITION TO NEW VENDOR

It is contemplated that the CLC will award a new contract to allow uninterrupted continuation of the installation and maintenance of the ITVMs approximately forty-five (45) days prior to the expiration date of the Contract that will result from this RFP. The parties understand and agree that the CLC may utilize the last forty-five (45) days of the Contract for the orderly transition between the current Vendor and the successor vendor. The current Vendor shall cooperate fully and in good faith in that transition. Such cooperation shall include, but not be limited to, the sharing of pertinent information as it relates to the implementation of the new contract.

5.05 NO ASSIGNMENT

The Vendor shall not assign, subcontract or otherwise dispose of all or any of its obligations under the Contract to any other person or entity without, in each instance, the CLC's prior written consent.

5.06 FAILURE OF PERFORMANCE

Failure of a Vendor to deliver goods or perform services as specified in the Contract will constitute authority for the CLC to purchase these goods or services on the open market. The Vendor agrees to promptly reimburse the CLC for the excess cost of these purchases. The purchases will be deducted from the contracted quantities.



5.07 WARRANTIES

- A. General Warranties. The parties acknowledge that the CLC is relying on the Vendor's skill, judgment and experience to furnish goods and services fit in all respects for the particular purpose of the Contract. In addition, the Vendor warrants and represents that the ITVMs, software and other goods and services provided to the CLC under the Contract, whether by Vendor or a subcontractor or supplier of Vendor, shall conform in all respects to the requirements of the Contract, including without limitation the technical specifications, will meet or exceed the representations contained in the Vendor's Proposal, and will be of good quality and free from any defects in materials or workmanship. The Vendor further warrants that, during the term of the Contract, it will repair, replace or correct at its own expense any such goods or services that do not meet these requirements. In addition, the Vendor will pass through to the CLC any and all warranties provided by any entity that Vendor subcontracts with for the provision of goods or services under the Contract.
- B. Extension of Obligations As to Goods Owned by CLC. In addition to the obligations of the Vendor under the preceding paragraph, if CLC owns or is given possession by the Vendor of the ITVMs, software and other goods provided under the Contract following the termination of the Contract, the Vendor's obligations under the preceding paragraph with respect to those goods shall be extended and remain in effect for a period of one (1) year on parts and labor in addition to any other warranties to which the CLC is lawfully entitled from the termination of the Vendor's other responsibilities under the Contract. In the event that a dispute arises as to the maintenance obligations of the Vendor during the term of the Contract and the extension period provided in this paragraph, a claim of breach by the Vendor shall not entitle the Vendor to seek to reclaim or repossess goods that are owned by the CLC.

5.08 INTELLECTUAL PROPERTY RIGHTS

- A. License. The Vendor grants to the Lottery a fully paid-up, irrevocable, nonexclusive, perpetual license, to use the software contained in the ITVMs solely as an integrated component of the ITVMs. The software shall be contained in the ITVMs and may not be removed, edited, modified, altered, reverse engineered or otherwise disassembled without the prior written consent of the Vendor. If the Lottery desires to sublease an ITVM, it must obtain the prior written consent of the Vendor, which consent shall not be unreasonably withheld; provided, that any sublessee of an ITVM shall agree to be bound by the provisions of subsections A and B of this Section 5.08; provided further, that the Lottery shall be prohibited from subleasing any ITVM to a competitor of the Vendor, and the Vendor's refusal to consent to such sale shall not be deemed unreasonable. Before the initial installation of the ITVMs, a complete set of the Vendor's software associated with the ITVMs, which shall include but not be limited to, software source programs, program object code, operations manuals, service manuals, written procedures and any other materials necessary for the Lottery to operate, maintain and service the ITVMs must be delivered to the Lottery or to a Lottery approved escrow agent pursuant to a Source Code Escrow Agreement. The software source and object programs, and documentation, will be delivered in a media format as determined by the Lottery. Any software packages for third party products licensed by the Vendor must be included. The aforementioned materials to be provided will allow the Lottery to: (i) continue operation of the ITVMs in the event the Vendor becomes unable to perform under the Contract, regardless if the ITVMs are leased or purchased by the Lottery; and (ii) confirm that only authorized software and procedures are employed with the ITVMs. In this regard, access by the Lottery to materials, if escrowed, shall be at the Lottery's discretion for auditing its contents, or for preparation to assume operation and maintenance of the ITVMs. As changes to the ITVM software are implemented, both the change and change documentation shall be provided to the Lottery, or to a Lottery approved escrow agent, within one (1) week of installation of the change to the ITVMs.



- i. Intellectual Property Rights. Except as expressly provided under the Contract, including Subsection A above, the Lottery acknowledges that it shall have no right, title or interest in or to any intellectual property rights relating to any of the ITVMs. All intellectual property rights whatsoever and howsoever arising in relation thereto and/or under the Contract are and shall remain the sole property of the Vendor or its licensors, as appropriate. The Lottery may not remove or obscure any copyright or proprietary notices placed by the Vendor on the products.

- ii. Infringement of Intellectual Property Rights. The Vendor shall defend, indemnify and hold harmless the Lottery, its officers, directors, agents and employees (collectively, the "the Lottery Indemnified Parties"), from and against any and all claims, liabilities, losses, damages, judgments, costs or expenses of any nature or kind, including, without limitation, court costs and reasonable attorneys' fees, arising out of, in connection with or resulting from the infringement of any third party intellectual property rights as a result of the provision, sale, use and/or possession of the products. The Vendor will pay those costs and damages finally awarded against the Lottery Indemnified Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action, provided that the Lottery notifies the Vendor of any such claim promptly in writing, allows the Vendor to control the proceedings (including the settlement of monetary claims), and cooperates fully with the Vendor during such proceedings. The Vendor shall notify and keep informed the Lottery with respect to the defense of any such claims. The Vendor will not settle non-monetary claims that may have an effect on the CLC during the term of the Contract without the CLC's approval.

If, in the Vendor's opinion, the products furnished pursuant to the Contract are likely to or do become the property of a claim of infringement of any third party intellectual property rights, then without diminishing the Vendor's indemnity obligations, the Vendor, at its option, (i) procure for the Lottery the right to continue to use the infringing product, (ii) replace, in whole or in part, the infringing product with a non-infringing product or (iii) modify the product to avoid the infringement.

5.09 LICENSES AND PERMITS

The Vendor shall obtain and pay for all licenses, permits, fees, etc. and to give all notices and comply with all requirements of each municipality in which the services are to be provided to the CLC.

5.10 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Vendor shall comply with all applicable federal, state and local laws and regulations in the performance of the Contract.

5.11 CONNECTICUT LAW AND COURTS

The RFP and the resulting Contract shall be governed in all respects by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut. By submitting a Proposal or executing the Contract, the Vendor irrevocably submits in any suit, action or proceeding arising out of the RFP or the resulting Contract to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of the Connecticut Superior Court located in the Hartford Judicial District.



5.12 LIQUIDATED DAMAGES

5.12.01 General

In the event the successful Vendor fails to meet the Contract obligations set forth in this Section 5.12, it will be extremely impractical, costly and difficult to determine actual damages sustained by the Lottery. The obligations of the Vendor that are set forth in this Section 5.12 are not easily or readily available on the open market. Further, any breach by the successful Vendor will delay and disrupt the Lottery's operations and will lead to damages. Therefore, the Lottery has used its best efforts to determine the quantity and range of harm and damages that it will incur in the event of certain specified failures by a Vendor under this Section 5.12, using that information to specify the liquidated damages that will be applicable in such cases.

Before submitting a Proposal to the Lottery, each prospective Vendor must review the liquidated damages specified below and satisfy itself that the specified damages are reasonable and that they are not a penalty.

The liquidated damages specified below shall not preclude the Lottery from recovering damages with respect to breaches not covered by this section and shall be in addition to, and not in lieu of, any or all other remedies that the Lottery may pursue, including without limitation the Lottery's right to terminate the Contract for cause if the failure (or series of failures) constitutes a breach of the Contract. Except and to the extent otherwise provided herein, each separate occurrence or action shall give rise to a separate entitlement to the applicable liquidated damages.

5.12.02 Payment of Liquidated Damages

All assessed liquidated damages will be deducted from any moneys the Lottery owes the successful Vendor and, in the event the amount due the successful Vendor is not sufficient to satisfy the amount of the liquidated damages, the successful Vendor shall pay the balance to the Lottery within thirty (30) days of written notification. If the amount due is not paid in full, the balance will be deducted from subsequent payments to the successful Vendor. At the Lottery's sole option, the Lottery may obtain payment of assessed liquidated damages through one (1) or more claims against the Surety.

5.12.03 Severability of Liquidated Damages Clauses

If any portion of the liquidated damages provisions is determined to be unenforceable in one or more of their applications, the other portion remains in effect in all applications not determined to be invalid that are severable from the invalid application. If any portion of the liquidated damages provisions is determined to be unenforceable, the other portion's provisions shall remain in full force and effect.

5.12.04 Damages

A. Repair of Non-Operational and Partially Operational ITVMs

- i. Condition: If the Vendor fails to make operational a non-operational ITVM within four (4) Business Hours, or to repair an ITVM that is capable of operation but is not fully meeting the technical specifications within 24 hours. A "non-operational ITVM" is defined as a machine



that does not work at all (such as the bill acceptor is not working or the power supply is not functioning) or for which 50% or more of the dispenser bins are not functioning properly.

- ii. Damages: The Vendor shall pay to the CLC thirty dollars (\$30.00) per machine per hour or pro-rated fraction thereof.

B. Installation

- i. Condition: If the Vendor fails to install an ITVM in accordance with the electronic files provided by the CLC under Section 7.01, below.
- ii. Damages: The Vendor shall pay to the CLC the sum of one hundred dollars (\$100) per day (excluding Holidays) or pro-rated fraction thereof, per ITVM until installed.

C. Relocation

- i. Condition: If the Vendor fails to relocate, move, reinstall or swap the ITVMs in a Lottery Retailer location within five (5) Maintenance Days of written notification to relocate, move, reinstall or swap an ITVM as requested by the CLC.
- ii. Damages: The Vendor shall pay to the CLC the sum of one hundred dollars (\$100) per Maintenance Day (excluding Holidays), or pro-rated fraction thereof per ITVM until relocated, moved, reinstalled or swapped.

D. Preventative Maintenance

- i. Condition: If the Vendor fails to perform preventative maintenance on the ITVMs as detailed in its preventative maintenance plan.
- ii. Damages: The Vendor shall pay to the CLC the sum of ten dollars (\$10.00) per ITVM per Maintenance Day until the preventative maintenance is completed.

NOTE: For the purpose of calculating service and repair times in this Section 5.12, "Business Hours" are defined as the hours between 7:00 A.M. to 9:00 P.M. Eastern Time. "Maintenance Days" are defined as Monday through Sunday, excluding Holidays.

5.13 NOTICES

Except as otherwise provided in the Contract, any notice or notification required or permitted under the Contract shall be in writing and shall be sent by a nationally-recognized overnight courier, by United States registered or certified mail, In the case of such notices being provided to the CLC, the notices shall be addressed to the Purchasing Officer at the address set forth in Section 2.04, above.



PART VI: TECHNICAL SPECIFICATIONS – GOODS

6.01 BACKGROUND

The purpose of this RFP is to obtain competitive Proposals from Vendors qualified to provide, install, maintain and service ITVMs for the CLC at retail locations throughout the State of Connecticut. It is the intention of the CLC to purchase or lease an initial quantity of 200 ITVMs. Exact quantities to be acquired are unknown; however, it is possible that up to 1000 ITVMs may be acquired, and the successful Vendor will be required to supply and maintain the ITVMs during the Contract period.

Mandatory Requirements, as defined in Section 2.01, above, must be contained in each Proposal, or a Vendor risks rejection of its Proposal.

The CLC encourages Vendors to propose products or services that exceed Mandatory Requirements set forth below. Innovative or creative solutions may be proposed as INVITED OPTIONS.

The CLC requests discussion by the Vendors of other features which the CLC may purchase. These features may be proposed as SPECIFIED OPTIONS.

The CLC is also receptive to hearing about brand-new solutions or product opportunities that have not been specifically identified or requested in this RFP. If a Vendor would like to propose expanded ways of increasing Instant Ticket sales as well as improving Lottery Retailer satisfaction and customer convenience, the CLC readily invites this discussion. Vendors are encouraged to identify these new approaches or business opportunities as OFFERED OPTIONS.

6.02 LEGAL AND EASE-OF-USE REQUIREMENTS

All ITVMs shall meet all required safety standards of the Occupational Safety and Health Administration. ITVMs, including external signage and adaptations, must also comply with the Americans with Disabilities Act and all other legal and regulatory requirements.

ITVMs must have an ease and convenience of use for both customers and Lottery Retailers. Customers using these machines must be able to make their selections conveniently. Lottery Retailers installing these machines must be able to load them easily and have confidence that they are accounting properly for the ticket inventory and monies inserted into them. **Vendors are strongly encouraged to discuss the methodology for loading new games into the machines and for accounting for each sold ticket.**

6.03 ELECTRICAL REQUIREMENTS

Each ITVM must comply with all Underwriters Laboratories (“UL”) and Federal Communications Commission (“FCC”) requirements. Because energy efficiency and energy conservation are vitally important to the Lottery, Vendors must clearly state the specific power usage of their ITVMs and compare this usage to standard electrical devices used in a typical retail environment. The ITVM must come equipped with a 12-foot electrical cord, must operate from a single standard 110-volt grounded outlet and must provide internal surge protection in the event of a power problem. In addition to surge protection, the ITVM must have a back-up power supply capable of retrieving, printing, displaying and retaining data for a minimum of 48-hours.

One of the most integral features of the ITVM is the remote shut-off capability. It is vitally important to the success of this program that Lottery Retailers are able to disable the ITVM quickly and easily to stop a sale or when the machine is malfunctioning or not being used lawfully. **Vendors must discuss this feature in exact detail, providing, at a minimum, the optimum placement specifications as well as the optimum range of the device.**



6.03.01 Mandatory Requirements

The following specifications are Mandatory Requirements for the electrical aspects of the ITVMs. Each machine must:

- A. Have an audible alarm (with a manual on/off switch) to signal power loss.
- B. Have a seismic/tilt alarm (with a manual on/off switch) to signal illegal entry or movement of the machine.
- C. Generate a sales/inventory report automatically in the event of a power failure.
- D. Complete the transaction in progress before shutting down during a power failure.

6.03.02 Specified Option

The following specification is a Specified Option:

- A. Age Verification Control –Each ITVM machine must be capable of having a device installed, such as a magnetic stripe reader, that will read a valid Connecticut driver’s license and verify a player’s age PRIOR to the purchase of a ticket. The device will not be required to capture or track information. It is preferable that the device have the capability of reading all U.S drivers licenses. Please explain in detail how this technology can be implemented on your ITVM. VENDORS: Note that inclusion of this specification is required for sample ITVM (section 6.12) and any other machine provided in response to this Request for Proposal (section 7.14).

6.03.03 Invited Option

The following specification is an Invited Option:

- A. System Reset - A button or device to reset the entire system, including the bill acceptor, in the event of a power outage.

6.04 REPORTING CAPABILITIES

The integrity of the selling and accounting processes is of paramount importance to the Lottery Retailer and the CLC. To ensure such integrity, the Lottery requires that the ITVMs contain on-demand, real-time and historical reporting capabilities. Reports should be printed on quality thermal paper and must be easily-produced and legible. Lottery Retailers should be able to easily and accurately balance the contents of the currency collector with the following sales reports produced by the ITVM whenever they so desire:

- A. Current day sales, including sales by bin.
- B. Shift report, including sales by bin.
- C. Current week sales, including sales by bin. (Sun -> Sat).
- D. Previous week sales, including sales by bin. (Sun -> Sat).
- E. Previous day sales report, including sales by bin (for each of the past seven (7) days).



- F. Lifetime sales (total sales from the ITVM since installation). This lifetime sales amount must be re-settable to zero when the ITVM is relocated.
- G. Ticket inventory by bin, including number of tickets, game number and dollar amount of inventory.
- H. Currency transaction report that shows, at a minimum, all activity from the time the currency was deposited into the ITVM to the time the accumulated credit is returned to zero dollars. This report should show the last ten (10) historical transactions from the last printed report.
- I. Security report showing when the ITVM was accessed and by whom.
- J. Current settings report that shows information relevant to machine and bin parameters.
- K. Transaction history report that shows daily real-time information generated by the ITVM.

6.04.01 Mandatory Requirements

The following specifications are Mandatory Requirements for the reporting aspects of the ITVMs. Each machine must:

- L. Report archive sales information for a minimum of 180 days. If the ITVM is exchanged for another ITVM, the Lottery Retailer's sales history must be transferable to the new machine at the time of the exchange.
- M. Be programmed with a start-sales time at the time of installation. The default from the factory should be midnight.
- N. Display and account for all activity in the machine (e.g. door opened, tickets added to inventory in Bin #3, bill acceptor opened, etc.).
- O. Provide custom sales reporting feature to allow Lottery Retailers to select the timeframe in which they would like to see sales information.

NOTE: In order to determine legibility and format, Vendors are required to supply sample copies of the following reports:

- P. Current Week Sales
- Q. Lifetime Sales
- R. Ticket Inventory by Bin
- S. Security Report
- T. Transaction History Report



6.04.02 Invited Options

The Lottery will consider favorably any reporting feature with the ability:

- A. To retrieve, view and print reports remotely from the CLC's Corporate Headquarters and Retailer Services Office, both located in Rocky Hill, CT. Vendors are strongly encouraged to discuss any solution that would permit access to ITVM reports by Lottery staff.
- B. To allow the Lottery to track sales by various report groups including, but not limited to, SIC codes, zip codes, chain accounts and business types.
- C. To integrate with the Lottery Retailer's back-office systems or point of service ("POS"). Vendors are again strongly encouraged to describe this feature in detail. In particular, the Lottery is interested in XML format.

NOTE: The CLC will accept a wireless solution if the ITVM includes encrypted wireless technology. All wireless solutions must be secure and must be approved by the CLC.

6.04.03 Offered Option

The following specification is an Offered Option:

- A. Integration – Vendors are encouraged to propose an integrated solution to allow machines to connect to the current on-line system.

6.05 CONSTRUCTION AND APPEARANCE

All ITVMs must be new. The CLC will not accept, and will reject, used or refurbished ITVMs or components thereof.

Each ITVM must be constructed of high-quality material. It must be sturdy, durable, resilient and resistant to fading, scratching, chipping and rusting. The window surface and visual displays must also be resistant to breaking, shattering and scratching. While the CLC will be solely responsible for specifying the envelope wraps, graphics and exterior color of the units, the Vendor must ensure the quality of these items and is encouraged to submit design samples with its Proposal. The CLC expects to install graphics on both the front and the sides of the ITVMs and will request symmetry of design and color between the CLC's on-line equipment and these new machines.

6.05.01 Mandatory Requirements

The following specifications are Mandatory Requirements for the construction and appearance of the ITVMs. Each machine must:

- A. Have modular components to allow for easy and fast replacement. All components must be accessible from the front of the machine.
- B. Permit plastic point-of-sale materials to be affixed and removed easily, without harm to the exterior surface.
- C. Display at least five prominent labels with the following or similar messages on the front of the machine:
 - i. Machines may not be used by players under 18 years of age.
 - ii. "Lottery tickets are not suitable gifts for children under 18 years of age."



- iii. "This machine does not give change. Make your selections carefully."
 - iv. "Please play responsibly."
 - v. "This machine is under surveillance."
- D. Display accurate loading instructions on the inside of the machine. There must be sufficient lighting to permit easy reading of these instructions and to allow easy loading of the bins.
- E. Meet UL and FCC electrical standards.
- F. Have doors that are secure and sturdy but easy to open and close. Users must be able to access the units with minimal effort.
- G. Be equipped with a barcode scanner to optimize loading and tracking of Instant Ticket inventory. The barcode scanner must also have manual override capability.
- H. Have a minimum one-year warranty on parts and labor in addition to any other warranties to which the CLC is lawfully entitled.

6.05.02 Invited Options

The following specifications are Invited Options and will be considered favorably by the CLC:

- A. Audio capabilities.
- B. Visual customer displays that can be programmed remotely and changed easily.
- C. Base storage compartments and exterior tamper-resistant locks. Vendors should provide the dimensions of these storage compartments.
- D. Display window(s) for various sizes of Instant Tickets (sample, live or images). The preferred ticket size is 4"w x 4"h.
- E. Thermal paper capability.

6.05.03 Offered Option

The following specification is an Offered Option:

- A. Multi-Lingual Translation. The CLC will consider favorably any machines with a multi-lingual feature that allows players to listen to instructions in a language other than English.



6.06 USER REQUIREMENTS

ITVMs must be user-friendly, as well as Lottery Retailer-friendly. In other words, the machines must be easy to use, with clear operating instructions and well-defined recovery procedures.

6.06.01 Mandatory Requirements

The following specifications are Mandatory Requirements for the ease and integrity of user operation. Each machine must:

- A. Display clear and legible messages to facilitate ticket purchases. Vendors are encouraged to provide a list of messages available and displayed by the machines.
- B. Prominently display the accurate number of credits available and the next action required. For example, "10 credits remain. Make another selection."
- C. Reduce the available credits as they are used and notify the user when all credits have been depleted.
- D. Notify the user when the bin(s) is out of stock BEFORE any money has been deposited.
- E. Notify the Lottery Retailer when a bin(s) has low inventory.
- F. Maintain an accurate account of a user's unused credits at all times (even if the ITVM must be opened during the transaction).

6.07 CURRENCY ACCEPTOR

Each ITVM must come equipped with a currency acceptor that is convenient to use, jam-resistant and tamper-resistant. The currency acceptor must be located in an area easily visible to and accessible by the player and must be identified with clear instructions and markings that will preserve the integrity and facilitate the player's transaction.

6.07.01 Mandatory Requirements

The following specifications are Mandatory Requirements and must apply to the currency acceptor. Each ITVM must:

- A. Clearly define the acceptable money denominations and provide instructions as to how the dollar bills are to be properly inserted;
- B. Accept \$1.00, \$5.00, \$10.00 and \$20.00 dollar bills (no coins allowed);
- C. Reject counterfeit, altered, bogus or foreign currency (only US currency is allowed). Rejection rate for counterfeit, altered, bogus or foreign currency must be 100%;
- D. Be easily updated and re-configurable to accept new paper currency as it becomes available and/or if determined by the Lottery;
- E. Trap the bills so they cannot be removed from the insertion slot once they have been fed into it;
- F. Be secure and completely self-contained with a separate lock;



G. Have two bill magazines (one in use and one as spare).

6.07.02 Invited Options

The following specifications are Invited Options:

- A. Accept bills face up from any direction without jamming, misreading or being susceptible to counterfeit, altered, bogus or foreign bills;
- B. Have a storage capacity of 1000 bills;

6.08 ITVM CONFIGURATIONS

ITVMs must dispense Instant Tickets. The Lottery is seeking to install space-efficient machines that will accommodate a variety of instant games. The following chart is included as Attachment M (ITVM Configuration Chart). Vendors are asked to complete Attachment M by providing the footprint (height, width and depth) and weight in pounds for each of the following three machines when it is empty.

Machine Design	Footprint	Weight
15/16-bins	_____ height _____ width _____ depth	_____ pounds
20-bins	_____ height _____ width _____ depth	_____ pounds
24/25-bins	_____ height _____ width _____ depth	_____ pounds



6.09 DISPENSERS

Each ITVM must be capable of handling at least one pack of the following configurations of fan-folded Instant Tickets. These configurations are industry standard ticket sizes.

Size of Ticket	Number of Tickets Per Pack	Number of Tickets Per Fold	Number of Folds	Ticket Pack Size (width x length x depth)
\$1 – 2.5" x 4"	200	4	50	4" w x 10" l x .5" d
\$1 – 2.4" x 4"	200	4	50	4" w x 9.6" l x .5" d
\$2 – 3.67" x 4"	100	2	50	4" w x 7.34" l x .5" d
\$2 – 4" x 4"	100	2	50	4" w x 8" l x .5" d
\$3 – 4.5" x 4"	100	2	50	4" w x 9" l x .5" d
\$3 – 4.4" x 4"	100	2	50	4" w x 8.8" l x .5" d
\$5 – 5.5" x 4"	100	2	50	4" w x 11" l x 1.25" d
\$5 – 6" x 4"	100	2	50	4" w x 12" l x 1.25" d
\$10 – 8" x 4"	100	1	100	4" w x 8" l x 1.25" d
\$20 – 10" x 4"	50	1	50	4" w x 10" l x .5" d
\$30 – 11" x 4"	50	1	50	4" w x 11" l x .5" d

6.09.01 Mandatory Requirements

The following specifications are Mandatory Requirements for dispensers (i.e. bins) in the ITVMs. Each machine must:

- A. Dispense tickets up to and including twelve inches (12") in length.
- B. Accommodate a pack thickness up to and including three inches (3").
- C. Accept and dispense die-cut or specialty tickets.
- D. Include a positive pack connection system for connecting ticket packs.
- E. Allow for bins that are easily accessed, removed, replaced, swapped or interchanged.
- F. Handle a minimum of two packs of fan-folded tickets. Vendors must describe how many packs their ITVM can handle.
- G. Dispense every ticket in the pack without causing any dispensing or bursting issues. In other words, the dispenser must dispense all 300 tickets of a 300-ticket pack.
- H. Dispense every ticket without any distortion to ticket quality or ticket appearance.
- I. Allow for partial pack loads.

6.10 MACHINE SECURITY

The security and integrity of the ITVM and the sales process are of paramount importance to the CLC. Every precaution must be taken to preserve physical security of the machine, as well as to preserve the transactional data. For example, Vendors who propose a wireless communications solution must ensure that the data cannot be manipulated or compromised. Each ITVM must have its own serial number assigned and tracked by the Vendor and, in addition, must be affixed with an asset tag from the CLC for inventory tracking purposes.



Alarms must be installed on the cabinet entry door, as well as the bill acceptor door, that will issue an audible signal if an attempt is made to open the door(s) without the proper keys or codes. A log entry must be automatically recorded for every attempt (successful and unsuccessful) to open the door. In addition, ITVMs must come equipped with power fail alarms if the A/C power is interrupted for any reason and seismic/tilt alarms if an attempt is made to move or tilt the machine beyond a certain position. All three alarms must be supported by battery back-up supply.

6.10.01 Mandatory Requirements

The following specifications are Mandatory Requirements for security of the ITVMs. Each machine must:

- A. Have a minimum of three (3) cabinet keys and three (3) bill acceptor keys.
 - i. The ticket inventory and the cash compartments must be kept separate and controlled by separate locks.
 - ii. The cabinet keys must never open the bill acceptor locks.
 - iii. The bill acceptor locks must be unique to each machine.
 - iv. No two ITVMs can have the same key (cabinet or bill acceptor).
 - v. Exterior locks must be tamper-resistant.
- B. Allow Lottery Retailer store managers to assign up to five levels of password access and user groups for their employees.
- C. Have counterfeit protection for the bill acceptor and for the machine in general. Vendors are encouraged to describe these security protections in detail.
- D. Incorporate non-resettable counters for lifetime sales and lifetime door openings.
- E. Have a means of being attached to a secure object, allowing a Lottery Retailer to chain the ITVM if necessary.

6.11 VOUCHERS (OFFERED OPTION)

The CLC invites Vendors to describe in detail the capability of the ITVMs to issue vouchers. Please explain how and when vouchers could be issued and also provide the advantages and disadvantages of including such a feature, both at start-up and during the term of the Contract. The CLC will not evaluate or score this option but will consider all information for future reference.



6.12 SAMPLE ITVMS: 2 MACHINES REQUIRED

On the date set forth in the applicable box in Section 2.03, a Vendor must, at no cost or expense to the CLC, deliver two sample ITVMS which shall meet the Mandatory Requirements set forth in this RFP *and the requirements set forth below*.. One shall be delivered to CLC Headquarters, 777 Brook Street, Rocky Hill, CT 06067; the other shall be delivered to the Lottery's Advertising Agency, Cashman & Katz Integrated Communications at 76 Eastern Boulevard, Glastonbury, CT 06033, Attention: Kendra Eckhart. **Both machines must be identical in appearance and functionality.**

Shipping costs for the delivery and set up of sample machines to the Lottery and to the Lottery's Advertising Agency will be the full responsibility of the Vendor. At the conclusion of the evaluation, the sample machines will be picked up by the Vendor at the Vendor's expense.

In addition to meeting the Mandatory Requirements, both sample ITVMS must conform to the following specifications:

- A. Both sample ITVMS must be fully operational. Vendors will be exclusively responsible for ensuring that each sample vending machine is fully operational with the ability to test all Mandatory Requirements outlined in this RFP during the focus group test. At no time, however, will Vendors be permitted to observe or participate in the focus group test.
- B. Both sample ITVMS must have a functioning age verification device installed, such as a magnetic stripe reader, that will read a valid Connecticut driver's license and verify a player's age PRIOR to the purchase of a ticket. The device will not be required to track information. **The age verification device must be fully operational on all sample ITVMS.**
- C. Both sample ITVMS must dispense only Instant Tickets. A sample machine that also dispenses online tickets shall not meet these specifications.
- D. Both sample ITVM machines must be filled with Connecticut Lottery Instant Tickets.
- E. Both sample ITVMS must be standalone.
- F. Both sample ITVM's must be custom wrapped for the Connecticut Lottery.

NOTE: The CLC shall consider a Vendor's failure to meet any provision of this § 6.12 as a material deficiency in its Proposal, which shall be grounds for the CLC to wholly reject the Vendor's Proposal.

6.13 DELIVERY

The length of the Contract and the delivery schedule for the ITVMS will require that they be delivered at various times throughout the Contract. Shipping/delivery, risk of loss, and the liability for shipping/delivery charges are the Vendor's sole and full responsibility.

6.14 PAYMENT

Payment terms are net thirty (30) days after receipt of goods or invoice, whichever is later, unless otherwise specified.



PART VII: TECHNICAL SPECIFICATIONS -- INSTALLATION, MAINTENANCE, TRAINING and SUPPORT

The successful Vendor is responsible for the installation, maintenance and repair of the ITVMs throughout the Contract term, even if the Vendor used approved subcontractors. In addition, the Vendor must provide thorough training for designated CLC staff on the operation of the ITVMs prior to the installation of the first ITVM into the field. Training should include both classroom and hands-on instruction and must be accompanied by instructional documentation and leave-behinds. **Vendors must submit a preliminary Implementation Plan with their Proposals outlining how they will accomplish the installation, maintenance, service and training for these machines and how they will meet the Mandatory Requirements set forth in this Part VII (the "Implementation Plan").**

7.01 INSTALLATION

The Lottery requires a minimum initial installation of 200 ITVMs within sixty (60) days of Contract execution and the CLC's approval of graphics. Any additional ITVM installations will be authorized at the discretion of the CLC and completed by the Vendor within ninety (90) days of additional orders by the CLC.

7.01.01 Initial Installations

Initial installations are to be handled in the following sequence:

- A. The CLC will provide an electronic file containing the business name, location, telephone number and contact name of the Lottery Retailers to receive the machines. These Lottery Retailers will have been pre-qualified by the Lottery to receive an ITVM based on space requirements, projected sales, willingness to accept the machine and satisfactory electrical requirements.
- B. The Vendor will coordinate the Installation Date and time with the Lottery Retailer.
- C. Once installed, the Vendor must obtain the Lottery Retailer's authorized signature as confirmation that the machine has been successfully installed and is fully operational. The Vendor must give the CLC a copy of this receipt within one week of the machine's delivery.

7.01.02 On-going Installations

On-going installations are to be handled in the following sequence:

- A. The CLC will provide an electronic file containing the business name, location, telephone number, contact name and approved placement location for the machine of the approved Lottery Retailer.
- B. Within one (1) week following notification by the CLC, the Vendor will contact the Lottery Retailer to select an Installation Date and time.
- C. Once installed, the Vendor must obtain the Lottery Retailer's authorized signature as confirmation that the machine has been successfully installed and is fully operational. The Vendor must give the CLC a copy of this receipt within one week of the machine's delivery.



Special Notes:

- i. The CLC staff or their designated representatives will assist the Vendor in providing information to contact the appropriate individuals at either the corporate level or retail location.
- ii. An updated installation schedule must be submitted to the CLC on a weekly basis.
- iii. The Vendor must notify the CLC immediately of any problem during the installation that would prevent the ITVM from operating normally. The Vendor shall include information on the specific problem and/or reason that the ITVM could not be installed or replaced.

7.02 RELOCATION AND REMOVAL

On occasion, it may be necessary to move an ITVM to another location either within the Lottery Retailer’s business or to another Lottery Retailer. Such an inside or outside move must be completed within seven (7) Days of notification. **Vendors must include all charges associated with the relocation of ITVMs in the Pricing Section of their Proposals.**

Removal of the ITVM must typically be completed within seven (7) Days of the CLC’s request. However, in certain rare instances (e.g., Lottery Retailer going out of business), it may be necessary to accelerate or extend the date for removal of the machine. In these rare situations, the Vendor is expected to make scheduling allowances to retrieve the machine.

The CLC shall advise the Vendor in writing of a relocation and/or removal of an ITVM.

Action	Relocation Terms*
Inside Move	Within 7 Days of notification
Outside Move	Within 7 Days of notification
Removal	Within 7 Days of notification

* This schedule may be increased or decreased depending upon the circumstances at the retail location.



7.03 STORAGE

There may be occasions (such as Lottery Retailer store remodels or changes of ownership) during which the Lottery Retailer may be unable to use the ITVM. In order to protect the machine, the Lottery will request that the Vendor store it on a temporary basis for the Lottery Retailer. **The Vendor's charges associated with such storage, if any, must be clearly defined in the Pricing Schedule of its Proposal.** The CLC shall advise the Vendor in writing when a Lottery Retailer requires storage.

7.04 INSTRUCTIONAL DOCUMENTS AND OPERATING MANUALS

The Vendor must deliver instructional documents and operating manuals, reviewed and approved in advance by the CLC, to Lottery Retailers at the time of ITVM installation. The manual shall provide how-to instructions regarding the operation of the ITVM, basic ITVM repair and maintenance, service and supply request procedures, and the toll-free hotline number for any repairs or problems. **Vendors must provide each Lottery Retailer with all updates and modifications to the manuals throughout the term of the Contract.** As with the original operating manual, all revisions must be approved by the CLC prior to distribution. Operating manuals must also be provided to designated CLC staff. The Vendor will work in conjunction with the CLC management on all training curriculum used for Lottery Retailers. The instructional documents, operating manuals and subsequent revisions shall be prepared, printed and distributed at the Vendor's sole cost and expense.

7.05 HOTLINE, DISPATCH AND FIELD SERVICE

The Vendor must provide a toll-free hotline number for Lottery Retailers to report problems with their ITVM. A hotline operator shall attempt to resolve the problem over the phone. **Problem calls and resolutions must be tape recorded and documented for CLC audit purposes.** The toll-free number must be staffed seven (7) days a week from 7:00 A.M. through 9:00P.M.. Lottery Retailers must have the opportunity to leave a message and report a problem outside of these hours.

The successful Vendor must establish and maintain staff capable of dispatching and repairing the ITVMs. When a service call is received from a Lottery Retailer, the Vendor will be responsible for tracking the call and initiating repair on the machine. If the problem can be rectified on the phone, the clear time and the diagnosis must be noted in the repair logs. If the problem can only be cleared with a dispatch, the name of the field service technician, as well as the clear times and problem diagnosis and resolution, must be tracked.

The Vendor shall be adequately staffed to meet the service response times listed below and will also maintain an adequate supply of spare parts for repair of the ITVMs. Additionally, the Vendor must maintain an inventory of spare ITVMs (new machines) in the event that an ITVM cannot be repaired in the field and must be replaced. The field service technicians must carry a Vendor company identification badge visible at all times during the service calls, containing the name and photograph of the employee.

In addition to service calls, field service technicians shall also conduct Preventative Maintenance ("PM") visits in order to ensure optimum performance of the ITVMs throughout the term of the Contract. **Vendors must submit a Preventative Maintenance Plan with their Proposals, detailing the frequency with which these calls will be made and the type of work to be performed.**



7.06 SERVICE AND REPAIR TIME

The successful Vendor shall be responsible for servicing and maintaining the network of ITVMS seven (7) days per week during Business Hours.

7.06.01 Non-Operational ITVMS

For non-operational ITVMS, there shall be a four (4) hour repair time. In the event that the repair times are not met, the Lottery will assess liquidated damages in accordance with the terms and conditions set forth in Section 5.12, above. A “non-operational machine” is defined as a machine that does not work at all (such as the bill acceptor is not working or the power supply is not functioning) or for which 50% or more of the dispenser bins are not functioning properly.

7.06.02 Operational ITVMS

For operational ITVMS that are experiencing problems, the Vendor will have one (1) Maintenance Day from the time the call is received to complete the repair.

7.07 CHRONIC SERVICE PROBLEMS

If a particular ITVM is experiencing a chronic problem, the CLC may require the Vendor to monitor the location closely and keep in contact with the Lottery Retailer for a specified period of time to assure that the problem is resolved. “Chronic” is defined as either (a) three (3) or more service calls within a seven (7) day period or (b) problems where a Lottery Retailer has been unable to get the problem resolved to the satisfaction of the CLC.

7.08 SERVICE REPORTS

The CLC requires real-time electronic access to service logs and reports. Vendors must provide specific details about this report including, but not limited to, the time the call was received, the time the call was closed, problem diagnosis, problem resolution and the technician who closed the call. Service logs should be retained for a minimum of two (2) years and available to the CLC on demand. Vendors must submit Preventative Maintenance reports on each machine when requested by the CLC.

7.09 SUPPLIES

The Vendor is responsible for providing all supplies adequate and necessary for the successful operation of the ITVMS throughout the term of the Contract. The Vendor must replenish supplies, at a minimum, during each PM cycle.

7.10 PASS-THROUGH WARRANTIES

The Vendor must pass through to the CLC all warranties provided by manufacturers of the ITVMS or other goods or services provided by manufacturers or subcontractors, whether leased or purchased under the Contract, and shall submit a true and complete copy of all such warranty language.

These warranties are in addition to the warranties that the Vendor is required to provide in accordance with Section 5.07, above.

7.11 ITVM MASTER LIST

The Vendor must maintain an up-to-date list of ITVMS currently installed, awaiting installation, in storage and/or under repair. This list shall be provided to the CLC within one (1) Business Day of request. This document will be the basis for monthly payment and evaluation compliance with the service and maintenance requirements of the contract.



7.12 ITVM OPERATIONAL TRAINING

The Vendor is responsible for developing and conducting, with the CLC's assistance, training programs for designated CLC employees.

7.12.01 CLC Employee Training

The training program for CLC employees must include, but not be limited to, description and basic repair of common ITVM problems (such as clearing jams, troubleshooting, etc), how to replace printer paper, how to request repair service, ordering supplies, dealing with customer concerns, frequently-asked questions about ITVM operation, and preventative maintenance tips. Training must be conducted within one (1) week of the CLC's request. Additional training sessions must be conducted as necessary. The CLC will determine the location and schedule for the training classes.

7.12.01.1 Mandatory Requirements

The following specifications are Mandatory Requirements for CLC employee training:

- A. The Vendor must provide a complete and detailed description of all phases of the proposed CLC employee training program.
- B. The Vendor must provide formal on-site classroom training by an experienced operator/instructor.
- C. The Vendor must provide up to ten (10) days of additional on-the-job training during which an experienced trainer is available on-demand to the CLC to reinforce training, help answer questions and be available for any contingency until the CLC staff becomes proficient at operating the ITVMs.
- D. The Vendor must provide one hundred (100) copies of detailed operating manuals to be delivered to the CLC at the beginning of on-site classroom training.

7.12.01.2 Invited Option

It is an Invited Option that the successful Vendor produce and provide a video tutorial describing the operation and maintenance of the ITVM.



7.12.02 Maintenance Personnel Training

The successful Vendor must ensure that its hotline, dispatch and field service technicians are fully trained and receive ongoing training throughout the term of the Contract. Training shall include, but is not limited to:

- A. ITVM operation; and
- B. Lottery Retailer and Player Relations.

NOTE: All costs associated with technical support, maintenance, service and training must be included in the prices quoted for the ITVMs.

7.12.03 Retailer Training

The CLC is responsible for conducting Retailer Training.

7.13 ITVM MARKETING SUPPORT

The successful Vendor must apply its best efforts to support the Lottery in retailer selection, machine placement, ticket placement and any other marketing initiatives designed to assist the Lottery in achieving its financial objectives.

7.14 AUTOMATED WAGERING (OFFERED OPTION)

As part of our future business plans, the CLC may further automate its present wagering system by utilizing player-activated terminals with back end connectivity to the central gaming system. Vendors are encouraged to describe their offerings in this area and to provide pricing for the same, (See description in Attachment C, Pricing Schedule and Attachment C (1) Supplementary Pricing Schedule) as well as a sample machine. Vendors must include an anticipated delivery schedule for such machines for both a lease and purchase arrangement. If this Offered Option is proposed by the Vendor, the Vendor must provide one sample machine exclusively to the CLC Headquarters located at 777 Brook Street, Rocky Hill, CT 06067 in addition to the sample ITVM's required by section 6.12. This machine must be fully operational in a stand alone mode for evaluation purposes and shall be delivered with the sample ITVM to the CLC. The sample machine will not be used nor scored in the Focus Groups.



PART VIII: EVALUATION PROCESS, AWARD CRITERIA AND PROCESS, AND CONTRACT EXECUTION

8.01 EVALUATION PROCESS

The evaluation of Proposals involves two phases. In Phase I, the Purchasing Officer will conduct a preliminary review of each Proposal to ascertain compliance with the required documents and information requests of this RFP. Proposals that pass the required document and information review will proceed to the Phase II evaluation. In Phase II, the Proposals will be thoroughly evaluated and scored by the Evaluation Committee in accordance with the criteria and weights set forth below. As part of the Phase II scoring process, the CLC will engage the services of a professional focus group moderator who will conduct testing for all ITVMs in accordance with criteria established by the CLC in advance of the test. Participants in the focus group tests will score criteria that have been determined in advance by the CLC. These scores will ultimately be converted into a number value, compiled and delivered to the CLC in a report prepared by the independent moderator. The focus group testing will take place after the CLC Evaluation Committee has submitted scoring for the technical specifications. Members of the Evaluation Committee will be allowed to attend the focus group testing if they so desire, but their attendance will have no bearing on their previously submitted technical scores.

8.01.01 PHASE I Preliminary Review (PASS/FAIL)

The Purchasing Officer will check the Proposals received by the Submission Date and will review them for compliance with this RFP's instructions and Mandatory Requirements. All required forms, affidavits, statements, and certifications must be included with the Proposal. Only those Proposals deemed to be in compliance will proceed to Phase II.

8.01.02 PHASE II Weighted Evaluation (SCORED)

The Evaluation Committee will read each Proposal and will submit scores according to the following weights:

A. Technical Specifications (45%)

This portion will focus on the performance, maintenance and service, visual appeal, security, functionality, and technical capabilities of the ITVM, as detailed in Parts VI and VII, above. The Evaluation Committee will score the Mandatory Requirements, as well as the Invited Options and the Specified Options. The CLC reserves the right to require an oral presentation from each Vendor to elaborate on features listed under the technical specifications in Parts VI and VII, above. **NOTE: Pricing will not be a factor in this section.**

B. Management (5%)

This portion will focus on the insurance, the experience of the Vendor in providing similar goods and services, Vendor strengths, implementation and on-going staffing, and organizational chart and references. **NOTE: Pricing will not be a factor in this section.**



C. Financial (10%)

This portion will focus on the Vendor's financial condition. The CLC's Finance Department, under the auspices of the Chief Financial Officer, will review and score the financial disclosures. **NOTE: Pricing will not be a factor in this section.**

D. Proposed Implementation and Preventative Maintenance Plans (10%)

This portion will focus on the proposed implementation and preventative maintenance plans including, but not limited to, training requirements, delivery and machine upkeep. **NOTE: Pricing will not be a factor in this section.**

E. Player Satisfaction based on Focus Group Tests (10%)

Using an independent qualified focus group moderator, the CLC will conduct focus group tests in an attempt to ascertain confidence, reliability and positive reaction to the ITVMs. Focus group participants will score each of the following criteria:

- i. Appearance
- ii. Ease of use (is the unit user friendly?)
- iii. Desire to use machine to generate a purchase.
- iv. Speed of operation
- v. Ticket visibility
- vi. Size

The focus group testing is scheduled to take place on February 17th and 18th 2010 although this date may change. **NOTE: Pricing will not be a factor in this section.**

F. Pricing (20%)

This portion will focus on the lease/purchase and maintenance of the ITVMs proposed in this RFP.



8.02 AWARD CRITERIA AND PROCESS

- A. The CLC's reserves the right, in its sole discretion, to accept the Proposal that, all things considered, is in the CLC's best interests. The CLC may select the Vendor deemed to have submitted the most favorable Proposal, considering price and other factors, when in the judgment of the CLC, such award is in the best interests of the CLC.
- B. The CLC may reject any Vendor that is or has been (i) in default of any prior contract with the CLC, any state agency, any political subdivision of the State of Connecticut, or any other State lottery, or (ii) whose principals or key employees have been convicted of a crime, including but not limited to fraud or misrepresentation in the procurement or performance of a contract.
- C. The CLC may, but is not obligated to, allow the Vendor to correct any mistake in a Proposal that is obviously a clerical error, such as a price extension or decimal point error. If an error exists in an extension of process, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.
- D. In its sole discretion, the CLC may reject, in whole or in part, a conditional Proposal. A "conditional Proposal" as used in this provision is a Proposal that limits, modifies, expands or supplements any of the terms, conditions and/or specifications of this RFP.
- E. In its sole discretion, the CLC may reject an alternate Proposal. An "alternate Proposal" is one that a Vendor submits in addition to the primary response called for by this RFP.
- F. The CLC, in its sole discretion, may waive informalities and nonmaterial deviations in the Proposal. Any waiver of informalities or nonmaterial deviations shall not modify the original RFP or relieve the Vendor from full compliance with the Contract requirements, if awarded.
- G. After the Proposals have been evaluated and ranked, the Evaluation Committee will recommend to the CLC's President & CEO an Award for the Proposal. Upon approval by the CLC's President & CEO, the CLC shall make an Award to the Vendor.
- H. Upon notice of Award, the successful Vendor shall provide the CLC and/or the Division the following information and documents, as the CLC and/or the Division in their sole discretion request:
 - i. An organizational chart containing the names and titles of all employees who will be associated with performance of the Contract.
 - ii. An updated list of names, addresses, dates of birth and Social Security numbers for employees and subcontractors.
 - iii. Authorizations signed by the employees and subcontractors to allow law enforcement agencies to release relevant background information.
 - iv. Assurance to the CLC that changes including, but not limited to staffing, licensing, ownership, financial condition, are processed throughout the Contract and any extension thereof, the new information shall be reported to the CLC within one (1) calendar month.
 - v. Written notification to the CLC no later than ten (10) business days of a change of ownership of the Vendor.
 - vi. Unfettered and unannounced access, inspection and evaluation privileges for all phases of performance and for all facilities used by the Vendor for the Contract.



- vii. Immediate notification in writing of employee terminations and resignations or change in driver license status of those individuals working on this account. This requirement is necessary to permit the CLC to accurately maintain its Ineligible Players Database. Confirmation from all employees and subcontractors assigned to the Contract that they are prohibited from buying and/or cashing Lottery tickets during the term of the Contract.

8.03 CONTRACT NEGOTIATIONS AND TERM OF CONTRACT


- A. The Contract will not be in effect until the successful Vendor provides all documentation required by the CLC and receives a fully executed Contract signed by the CLC President & CEO. Prior to execution of the Contract, the CLC reserves the right to negotiate additional or modified Contract terms with the successful Vendor, to conduct any test it may deem advisable, and to further evaluate the successful Vendor's Proposal. Upon approval of the CLC President & CEO, the name of the successful Vendor will be released to all Vendors submitting Proposals. Upon approval of the CLC's Board of Directors the contract award must be posted to the State of Connecticut Purchasing Portal pursuant to Executive Order No. 3.

- B. The Contract shall have an initial term of three (3) years, unless terminated earlier. At its sole discretion, and providing the Lottery gives the Vendor no less than sixty (60) days written notice of its intent, the CLC may extend the Contract for up to three (3) one-year extensions, issued either separately or in whole, under the same terms and conditions as the original Contract. Under no circumstances, however, shall the Contract and any extensions thereof last for more than six (6) years.



Attachment A – Vendor Information Form

IMPORTANT: ALL parts of this form must be completed, signed and returned by the Vendor.

Vendor Legal Business Name		Taxpayer ID/FEIN #	
Business Name, Trade Name, Doing Business As Name (if different from above)			
Business Entity: Corporation ____ LLC Corporation ____ LLC Partnership ____ LLC Single Member Entity ____ Non-Profit ____ Partnership ____ Individual/Sole Proprietor ____			
NOTES: If your business is a Corporation, in which State are you Incorporated? _____ If individual/sole proprietor, individual's name (as owner) must appear in the legal business name block above. If your business is a Partnership, you must attach the names and titles of all partners to your bid submission.			
Vendor Address			
City		State	Zip Code
Business Telephone		Business Fax	
Contact Person		Telephone	Fax
E-Mail Address:			
Remittance Address if different from above			
Remittance City		State	Zip Code
SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED VENDOR		Date Executed	
 SIGN HERE			
Type or Print Name of Authorized Person		Title of Authorized Person	
Is Your Business CURRENTLY a DAS Certified Small or Minority Business Enterprise? Yes ____ Attach Copy of Certificate No ____			



Attachment B – Vendor’s Affidavit

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 Proposal being submitted herewith; or,
- b) In any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Proposal 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 Proposal is submitted.

In signing this Affidavit, the Vendor agrees to all terms and conditions of this Request for Proposals and affirms that all information contained in the Proposal is true and accurately portrays all aspects of the proposed services. The Vendor is aware that any substantive misinformation or misrepresentation shall disqualify the Proposal 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 _____, 2009.

Notary Public

Commission Expiration Date (Seal)

Attachment C – Pricing Schedule

Prices must be valid for 180 days from the submission of this Proposal

A Contract that results from this RFP will be a 3-year Contract with 3 one-year extensions that locks in 36-month lease and purchase prices for acquiring ITVM's.*

The Contract is for the LEASE or PURCHASE of a minimum of 200 ITVMs. Exact quantities to be acquired are unknown; however, it is possible that up to 1,000 ITVM units may be acquired and the successful Vendor will supply and maintain the ITVMs during the Contract period.

***Because this will be a year Contract with 3 one-year extensions possible, it is necessary to provide pricing for maintaining the lease on machines for additional months beyond the initial 36 month lease.**

The CLC plans to acquire ITVM's in a graduated manner. The first block will be a quantity of **two hundred (200) 24/25-bin ITVM's** that will be immediately placed once the contract is awarded. This will be referred to as **PHASE I**.

Option A (LEASE)

PHASE I (200 Machines)

3-year lease of the initial two hundred (200) 24/25-bin ITVM's:

\$_____ per month/per unit (*includes Maintenance, Service and Training*)

PHASE II (Additional Machines)

- Additional **LEASE** Pricing (for quantities exceeding the initial 200 **Phase I** machines) *Lease pricing includes Maintenance, Service and Training*

	15/16-bin (per month/per unit)	20-bin (per month/per unit)	24/25-bin (per month/per unit)
Additional Machines - Phase II (machines #201 – 400)	\$	\$	\$
Additional Machines - Phase II (machines #401 to 1,000)	\$	\$	\$

- Additional lease cost per month **AFTER** initial 3-year term. (*Lease pricing includes Maintenance, Service and Training.*)

	15/16-bin (per month/per unit)	20-bin (per month/per unit)	24/25-bin (per month/per unit)
ITVM's in the Field for more than 36 months.	\$	\$	\$

Note: Lease price is based on a 36-month term. If the remaining Contract term (including the 3 one-year extensions) at the time of placement in the field is less than 36 months, the lease price will have to be adjusted accordingly to a mutually agreed upon price. (Example: CLC leases 50 machines at the 4-year mark. Those 50 machines will need to have a 2-year lease price negotiated).

Option B (PURCHASE)
PHASE I (200 Machines)

Purchase of initial two hundred (200) 24/25-Bin ITVM's **Phase I**:

\$_____ per unit (for outright purchase)

PHASE II (Additional Machines)

- Additional **PURCHASE** Pricing (for quantities exceeding the initial 200 **Phase I** machines).

	15/16-bin (per unit)	20-bin (per unit)	24/25-bin (per unit)
Additional Machines - Phase II (machines #201 – 400)	\$	\$	\$
Additional Machines - Phase II (machines #401 to 1,000)	\$	\$	\$

- Complete maintenance of **purchased** ITVM's as detailed in Section VII of this RFP.

\$_____ per unit on purchased machines.

Relocation, Removal and Storage

Pricing as per Sections 7.02 and 7.03

ITVM Inside move	\$_____ per occasion
ITVM Outside move	\$_____ per occasion
ITVM Removal	\$_____ per occasion
ITVM storage during relocation	\$_____ day

VENDOR SIGNATURE: _____

DATE: _____

Attachment C (1) – Supplementary Pricing Schedule

Invited Options Specified Options Offered Options

Throughout the course of this RFP, there has been discussion of various options requested by the CLC for consideration by the Vendors. Although there is no assurance that the CLC will choose to purchase these options, we are asking Vendors to provide reference pricing. If the price is provided on a per unit basis, please indicate as such; if the price is provided on a more system wide basis, please indicate as such. Further, if there are price breaks at various quantity levels, please indicate these levels.

In the technical part of the evaluation, the CLC may have considered favorably any Proposal to include these options. We will, however, exclude them from evaluation in the pricing section.

1. **“Invited Option”** is defined as a feature or item of interest to the CLC except that the CLC makes no commitment to any quantity or timing for acquisition or lease. The CLC requires separate pricing for Invited Options, although the pricing may be “no charge.” A Vendor is not required to include Invited Options in its Proposal. Proposals may be evaluated more favorably if some Invited Options are available. If an Invited Option is available at no additional charge beyond the base price, then it can be treated as part of the base system and contribute directly to the evaluation process.

RFP Section	Invited Option	Price	Additional Comments
6.03.03	System Reset		
6.04.02	Capability to Retrieve, View, Print Sales Reports at Multiple CLC Offices		
6.04.02	Capability to Sort Sales Reports by Various Groups and Codes (i.e. zip, SIC, business)		
6.04.02	Integration with CLC’s Back Office System		
6.05.02	Audio Capability		
6.05.02	Capability to program Customer Displays Remotely and Easily		
6.05.02	Base Storage Compartment(s)		

RFP Section	Invited Option	Price	Additional Comments
6.05.02	Display Windows for Instant Tickets of Varying Sizes		
6.05.02	Thermal Paper		
6.07.02	Multi-directional Currency Acceptor		
7.12.01.02	Training Video Tutorial		

2. **“Specified Option”** is defined as a feature or item required for discussion by the Vendor although the CLC may opt not to purchase. Specified Options will be evaluated and priced separately.

RFP Section	Specified Option	Price	Additional Comments
6.03.02	Age Verification Control		

3. **“Offered Option”** is defined as a feature or item not identified in the RFP but may be identified by the Vendor and included in the Proposal. The CLC makes no commitment to any quantity or timing for acquisition or lease. The CLC expects separate pricing for Offered Options, although the pricing may be “no charge.” The Vendor is not required to include Offered Options.

Section	Offered Option	Price	Additional Comments
6.04.03	Integration with On-Line System		
6.05.03	Multi-Lingual Translation of Machine Instructions		
6.11	Vouchers		
7.14	Automated Wagering (i.e. Player Activated Terminals)		

VENDOR SIGNATURE: _____

DATE: _____

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 _____, 200__.

Commissioner of the Superior Court
or Notary Public

Attachment E – Gift and Campaign Contribution Certification

Page 1 of 2



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 of 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 _____, 200__.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

 Awarding State Agency

November 2009_____
 Planning Start Date

____CLC201003_____
 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/guides/contractors_guide_09_final.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

State

Zip

City

Awarding State Agency

Attachment G – SEEC Form 10, Campaign Contribution and Solicitation Ban



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

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.

Attachment H – Non-Discrimination Form C



STATE OF CONNECTICUT NONDISCRIMINATION CERTIFICATION – Affidavit By Entity For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am _____ of _____, an entity
 Signatory's Title Name of Entity

duly formed and existing under the laws of _____.
 Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of _____ and that _____
 Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Printed Name

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

**Commissioner of the Superior Court/
Notary Public**

Commission Expiration Date

Attachment I - Prohibition Against Playing the Connecticut Lottery

According to the terms and conditions of the Contract between the Connecticut Lottery Corporation and _____ effective _____, any individual, employee or subcontractor assigned or engaged by _____ work on the Connecticut Lottery contract agrees not to purchase Connecticut lottery tickets or receive a prize from said lottery ticket. Further, any spouse, domestic partner, child, sibling or parent residing as a member of the same household shall also be prohibited. This prohibition may be expanded to include Vendor employees, independent contractors and subcontractors who are not directly assigned to duties associated with the Contract, if the CLC or the Division determines it to be in the best interests to expand such prohibition.

By my signature below-affixed, I, _____, fully understand and agree to comply with this policy. It is also my understanding that compliance with this policy is required pursuant to my engagement with the Connecticut Lottery Corporation and may be grounds for termination if violated.

Signed: _____
Name of Employee/Subcontractor

Dated: _____

Attachment J - Authorizations

INDIVIDUAL RELEASE AUTHORIZATION

Instant Ticket Vending Machine RFP#CLC201003

The Connecticut Lottery Corporation

To all Courts, Probation Departments, Selective Service Boards, Employers, Educational Institutions, Banks, Financial and Other Such Institutions, including Consumer Credit Reporting Services and all Governmental agencies - federal, state and local, without exception, both foreign and domestic.

I have authorized the Connecticut Lottery Corporation (CLC), the Connecticut Division of Special Revenue and the Connecticut State Police to conduct a full investigation into my background and activities. No such investigation shall be conducted upon the expiration of this Agreement.

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

This authorization shall supersede and countermand any prior request or authorization to the contrary. A photocopy of this authorization will be considered as effective and valid as the original.

LEGAL SIGNATURE OF APPLICANT

NAME OF APPLICANT (PRINT or TYPE)

DATE OF BIRTH

STREET ADDRESS

SOCIAL SECURITY NUMBER

CITY, STATE, ZIP

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

NOTARY PUBLIC

COMMISSION EXPIRATION DATE/SEAL

BUSINESS RELEASE AUTHORIZATION

Instant Ticket Vending Machine RFP#CLC201003

The Connecticut Lottery Corporation

To all Courts, Probation Departments, Selective Service Boards, Employers, Educational Institutions, Banks, Financial and Other Such Institutions, including Consumer Credit Reporting Services and all Governmental agencies - federal, state and local, without exception, both foreign and domestic.

On behalf of _____

(Name of Firm)

I, _____,

(Name of President, CEO, Partner, Owner)

authorize the Connecticut Lottery Corporation (CLC) , the Connecticut Division of Special Revenue and the Connecticut State Police to conduct a full investigation into my background and activities and into the background of the said business entity. Therefore, you are hereby authorized to release any and all information pertaining to me, documentary or otherwise, as requested by an employee or agent of CLC, the Connecticut Division of Special Revenue, and the Connecticut State Police, and to provide copies of same as requested, provided that he or she certifies to you that I have an application pending before the CLC/Connecticut Division of Special Revenue, or is presently a license, registrant or entity required to be qualified under the provisions of the applicable Connecticut General Statutes and/or Connecticut Division of Special Revenue regulations.

This authorization shall supersede and countermand any prior request or authorization to the contrary.
A photocopy of this authorization will be considered as effective and valid as the original.

LEGAL SIGNATURE OF INDIVIDUAL

NAME OF BUSINESS

BUSINESS ADDRESS

CITY, STATE, ZIP

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

NOTARY PUBLIC

COMMISSION EXPIRATION DATE/SEAL

Attachment K - Confidentiality Statement

Vendor Name: _____

RFP Name: _____

As an authorized representative and/or corporate officer of the Firm named below, I warrant that my Firm and its employees will not disclose any documents, diagrams, concepts, ideas, representations and/or relative information made available to us by the Connecticut Lottery Corporation (CLC) for the purpose of responding to this procurement or in conjunction with any Contract arising therefrom. I warrant that only those employees who are authorized and required to use such material will have access to it.

I further warrant that all materials provided by the CLC will be returned promptly after their use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include, with the returned materials, a letter attesting to the complete return of materials and documenting the destruction of copies and derivations. Failure to comply will subject the Agency to liability, both criminal and civil, including all damages to the CLC and third parties. I authorize the CLC to inspect and verify the above.

I further warrant that if my Firm is awarded the Contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the CLC that such third party has an agreement with the CLC similar in nature to this one.

Signature of Authorized Representative: _____

Title of Authorized Representative: _____

Print or Type Name: _____ Date: _____

Print Name of Vendor: _____



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

Attachment L – SEEC Form 11 Campaign Contribution and Solicitation Ban

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 M: ITVM Configuration Chart

Vendors are asked to submit the following information regarding their ITVM machines.

Machine Design	Footprint	Weight
15/16-bins	____ height ____ width ____ depth	____ pounds
20-bins	____ height ____ width ____ depth	____ pounds
24/25-bins	____ height ____ width ____ depth	____ pounds

Attachment N: Important Notices

IMPORTANT NOTICE TO CLC EMPLOYEES

TO: All Connecticut Lottery Corporation Employees

FROM: Anne M. Noble, President & CEO

DATE: January 4, 2010

SUBJECT: **Instant Ticket Vending Machine (Request for Proposals CLC201003)**

The Connecticut Lottery Corporation (the "CLC") has issued a Request for Proposals for Instant Ticket Vending Machines. 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 Proposal for this Contract, as well as any consultant, lobbyist, agent or advisor to any such Vendor.

This prohibition against contact will continue until the entire RFP and Contract Award process has been concluded.

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

The sole contact on matters pertaining to this RFP is **Susan Starkowski, Fiscal Administrative Officer**. All telephone calls and/or correspondence must be directed to Ms. Starkowski at www.sue.starkowski@ctlottery.org or 860-713-2788.

It is very unlikely that Prospective Vendors will attempt any communication because the RFP 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. Starkowski.

Prospective Vendors and CLC employees are further reminded that no news releases or statements to the news media pertaining to this RFP, related Proposals, 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. Starkowski.

IMPORTANT NOTICE TO CLC BOARD OF DIRECTORS

TO: Members of the CLC Board of Directors

FROM: Anne M. Noble, President & CEO

DATE: January 4, 2010

SUBJECT: **Instant Ticket Vending Machine (Request for Proposals CLC201003)**

The Connecticut Lottery Corporation (the "CLC") has issued a Request for Proposals for an Instant Ticket Vending Machine Contract. The CLC will contract with a Vendor to manufacture, install, maintain and service instant ticket vending machines.

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 Proposal 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 RFP and Contract Award process has been concluded.

The sole contact on matters pertaining to this RFP is **Susan Starkowski, Fiscal Administrative Officer**. All telephone calls and/or correspondence must be directed to Ms. Starkowski at www.sue.starkowski@ctlottery.org or 860-713-2788.

It is very unlikely that Prospective Vendors will attempt any communication because the RFP 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. Starkowski.

Members of the CLC Board of Directors are further reminded that no news releases or statements to the news media pertaining to this RFP, related Proposals, 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: January 4, 2010

SUBJECT: **Instant Ticket Vending Machine Contract (Request for Proposals CLC201003)**

The Connecticut Lottery Corporation (the "CLC") has issued a Request for Proposals for an Instant Ticket Vending Machine Contract. The CLC will contract with a Vendor to manufacture, install, maintain and service instant ticket vending machines.

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 Proposal for this Contract, as well as any consultant, lobbyist, agent or advisor to any such Vendor. This prohibition will continue until the entire RFP and Contract Award process has been concluded.

The sole contact on matters pertaining to this RFP is **Susan Starkowski, Fiscal Administrative Officer**. All telephone calls and/or correspondence must be directed to Ms. Starkowski at www.sue.starkowski@ctlottery.org or 860-713-2788.

It is very unlikely that Prospective Vendors will attempt any communication because the RFP 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. Starkowski.

DOSR employees are further reminded that no news releases or statements to the news media pertaining to this RFP, related Proposals, and/or Contracts resulting therefrom 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. Starkowski.