



Connecticut Lottery Corporation
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860-713-2795

REQUEST FOR PROPOSALS

RFP Number: CLC201703
RFP Description: Advertising and Marketing Services
RFP Issue Date: November 22, 2017
Submission Due Date: January 9, 2018 by 2:00 p.m. Eastern Time

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

Part I. INTRODUCTION

A. PURPOSE & LOTTERY BACKGROUND

The Connecticut Lottery Corporation ("CLC" or "Lottery"), a quasi-public agency with the mission of generating revenues for the State of Connecticut's General Fund, issues this Request for Proposals ("RFP" or "Request") to obtain Proposals from qualified agencies for non-exclusive advertising and integrated marketing services and responsible gaming initiatives for all CLC lottery products with the objective of maximizing contributions to the state's general fund.

There are two phases to this RFP process:

1. Phase I – Written Proposal; due January 9, 2018 (PROPOSAL CONTENTS & SUBMISSION INSTRUCTIONS, see pages 16-19)
2. Phase II – Oral Presentation of Assignment; tentatively scheduled for the week of February 5-9, 2018 (FINALIST SELECTION, PRESENTATIONS & SITE VISITS, see pages 19-20)

This RFP is not a contract or an offer to contract and does not require the CLC to award a contract. Unless and until a written contract is signed by the CLC and the successful Proposer, the CLC shall have no obligations.

The CLC's mission is to generate revenue for the state's general fund with the highest standards of good public policy and social responsibility. Fiscal Year 2017 saw sales of approximately \$1.22 billion and \$330 million returned to the general fund. CLC products are sold statewide at approximately 2,900 lottery retail locations, from independent neighborhood shops to convenience stores, package stores

to supermarkets, bars and restaurants, and other diverse distribution outlets. The CLC's current retail product offerings include approximately 40 scratch games (where players remove a scratch-off coating from the ticket to determine instantly if they have won a prize) and 13 draw games (where players select a set of numbers to try and match in a drawing held later that day or week). Proposers are encouraged to visit the "About Us", "Where the Money Goes", and "Be a Retailer" sections of the CLC's website www.ctlottery.org to learn more about the Lottery's business, mission, and vision. Proposers can also follow the CLC on Facebook and Instagram, or visit any Lottery retailer to keep abreast of the latest CLC promotions and events.

The CLC believes in, and actively supports, corporate responsibility initiatives that include responsible play awareness and education, support for small and minority-owned businesses, and being "green." The CLC is an entrepreneurial, team-oriented organization, seeking like-minded business partners that will help further these priorities. Visit the "Corporate Responsibility" section of the CLC's website to learn more about the Lottery's commitment to these initiatives.

Through the alignment of product plans, marketing campaigns, and sales team efforts, the CLC has grown to be the 5th best performing lottery in the U.S. as measured by per capita sales. The CLC's advertising and marketing goals include growing revenue, gaining new customers, and strengthening its brand.

The CLC plans to launch several new initiatives over the next three years, some of which include an online player loyalty program, an internet lottery (iLottery) suite of games, a branding campaign, and a new player growth program. These initiatives will require an advertising agency partner that is engaged, enthusiastic, strategic, and skilled.

Proposers are prohibited from contacting any Lottery employee or officer, or member of the Lottery Board of Directors, or State official concerning this RFP except as set forth in Part I, Section J below. A Proposer's failure to comply with this requirement may result in disqualification.

B. INCORPORATED EXHIBITS, APPENDICES & ATTACHMENTS

This RFP includes the following appendices to assist Proposers in preparing their responses:

APPENDIX A: Sales Revenue by Game, FY 2015, FY 2016, FY 2017

APPENDIX B: Advertising, Marketing and Promotion Budget, FY 2018

APPENDIX C: Voluntary Code of Good Practice for Marketing

C. PROPOSER/AGENCY DIFFERENTIATION

Throughout this RFP the terms "Proposer" "Vendor," and "Agency" may be used interchangeably in reference to the preparation and submission of Proposals and any requirements preceding the award of the final Contract. In describing post-Contract award requirements, an effort is made to use the phrase "Successful Agency".

D. COMPETITION POOLS

This RFP is for the following services:

- General Advertising and Marketing Services
- Public Relations
- Multicultural Advertising Services

Proposers may submit Proposals to provide any individual service or multiple services, up to and including all services, required under this RFP.

All Proposers must meet the Minimum Agency Requirements set forth in Part VIII applicable to the work they are proposing to provide, and all Proposals must be submitted in accordance with the requirements and directions of this RFP.

E. COLLABORATIVE PROPOSALS

The CLC will accept collaborative Proposals. A collaborative Proposal is a proposal submitted by two or more eligible and independent businesses to fulfill the requirements in this RFP (for example, a creative advertising agency and a media agency). A collaborative Proposal must be submitted by a single designated entity, which will be the lead contracting party to the Contract with the CLC. The lead contractor will be the CLC's point of contact for all matters and, if the collaboration's Proposal is accepted, the lead contractor will be solely responsible for the collaboration's entire performance under the Contract, including all project management, legal, and financial responsibility for the implementation of all work. If a collaborative Proposal is submitted, the lead contractor must meet all of the applicable Minimum Agency Qualifications listed in Part VII Technical Requirements.

A collaborative Proposal must contain all of the documents and information required by this RFP for each collaborating party and otherwise comply with all RFP terms and conditions. In addition, the collaborative Proposal must, at a minimum, clearly and fully: (1) identify (full legal name, street address, mailing address (if different from street address), and telephone number) each proposed collaborator; (2) describe in detail the work to be performed by each proposed collaborator; and (3) describe the manner in which the responsibilities will be allocated between collaborators.

The CLC shall determine, in its sole discretion, whether to accept a collaborative Proposal. If it does, all of the terms and conditions of the Contract shall apply to each proposed collaborator, and the successful Proposer shall ensure its collaborator's full compliance with the Contract.

F. THE CONTRACT

The contract awarded under this RFP ("Contract") will commence on approximately April 1, 2018 and be for a term of three (3) years. The CLC will have the sole option to extend the Contract for up to five (5) additional years (in one or more extensions and in any combination of months or years) under the same terms and conditions (except for extension period pricing, which will be negotiated by the parties). **NOTE: A Contract award is contingent upon the successful Proposer and its key employees obtaining vendor and occupational licenses from the Connecticut Department of Consumer Protection, the CLC's regulatory agency.**

While the CLC expects to contract with a single Agency, it is not obligated to do so. The CLC, in its sole discretion, may accept portions of any Proposal and subsequently contract with more than one Agency

at the same time for particular services (for example, creative, media buying, and/or individual campaigns) if such approach is determined by the CLC to be in its best interests.

G. CONTINUING DISCLOSURE OBLIGATIONS

Parts IV and V of this RFP are subject to a continuing disclosure requirement; any such matter or change in circumstance occurring after submission of a Proposal and, with respect to the successful Proposer after the execution of a Contract, must be disclosed promptly in writing to the CLC.

H. CLC RESERVATION OF RIGHTS

In addition to any rights set forth elsewhere in this RFP, the CLC may take the following actions at any time if it determines, in its sole discretion, that doing so is in its best interests:

1. Accept or reject any or all Proposals, in whole or in part;
2. Waive any technicalities, informalities, irregularities, or non-material deficiencies in a Proposal;
3. Waive any non-material specification(s) that cannot be complied with by any of the Proposers;
4. Conduct discussions with any or all Proposers for the purpose of clarification and modification of Proposals;
5. Arrange to receive or perform itself the services to be obtained under this RFP
6. Solicit additional and/or new Proposals from anyone;
7. Clarify, modify, suspend, or terminate this RFP, or withdraw and reissue a new RFP;
8. Award a Contract for all or part of the work requested in this RFP, or not award a Contract at all;
9. Disqualify any Proposer whose conduct and/or Proposal fails to conform to the requirements of this RFP; and
10. Set aside the original successful Proposer if the CLC determines that the Proposer is non-responsible. The CLC may, but shall not be obligated to, award the Contract to a different responsible Proposer.

The CLC will post any clarification, modification, suspension, or termination of this RFP on the Lottery's website (www.ctlottery.org, About Us, Bids) as well as the CT Department of Administrative Service's website (www.das.state.ct.us, State Contracting Portal, Current Solicitations, Organization, drop down to "Connecticut Lottery Corporation") (together, the "Websites").

I. SCHEDULE OF KEY EVENTS & DEADLINES

Proposer questions due	December 5, 2017 by 2:00 PM Eastern time*
CLC posts response to questions	December 15, 2017
Proposal Submission Date	January 9, 2018 by 2:00 PM Eastern time*
CLC issues questions to Proposers about their Proposals (if necessary)	January 26, 2018
Responses to questions due from Proposers (if necessary)	January 31, 2018
CLC notifies the finalists invited to make oral presentations	February 2, 2018
Finalist oral presentations	Week of February 5-9, 2018
CLC site visits to top finalist candidates	Week of February 19-23, 2018
CLC issues Preliminary Notice of Award	March 21, 2018
Contract effective date	April 1, 2018

Dates bearing an asterisk (*) are firm dates and times. All other dates are anticipated, not firm.

All Proposals will be publicly opened on the Submission Date, and the name of each Proposer will be read aloud. The public, including Proposers, may be present at the opening. No information other than the names of Proposers will be released at that time.

J. PROPOSER QUESTIONS

All questions concerning the CLC’s procurement process or this RFP **must** be submitted in writing by e-mail and directed **only** to:

Sue Starkowski (“Purchasing Officer”)
 Connecticut Lottery Corporation
 777 Brook Street
 Rocky Hill, CT 06067-3403
 Telephone: 860-713-2788
 Fax: 860-713-2794
 E-mail: sue.starkowski@ctlottery.org

Proposers are prohibited from contacting any other Lottery employee or officer, or member of the Lottery Board of Directors, or State official concerning this RFP. A Proposer’s failure to comply with this requirement may result in disqualification.

Each Proposer shall identify the specific section and page number of the RFP to which the question relates, if applicable, and is encouraged to submit any questions in advance of the question due date. The CLC prefers a simple text format, no columns or shading. Proposer questions shall be sent by e-mail to the Purchasing Officer, who must receive them no later than the date and time set forth in

Section I, above. The Purchasing Officer will confirm receipt of a Proposer's questions by e-mail. Questions cannot be submitted via telephone, but the Purchasing Officer will accept telephone calls to confirm receipt of a Proposer's questions if the Proposer has not received an e-mail confirmation.

By the date and time set forth in Section I, above, the CLC will answer all relevant written questions by issuing one or more written addenda, which shall be a part of this RFP and any resulting Contact. Addenda will be available on the Websites. **Each Proposer is responsible for checking the Websites to determine if the CLC has issued any addenda and, if so, to complete its Proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the CLC or any of its officers or employees, including the Purchasing Officer, shall be effective to waive, change, or otherwise modify any provision of this RFP, and no Proposer shall rely on any such alleged oral statement.

K. ADDITIONAL PROPOSER INFORMATION

The CLC may request Proposers to provide, clarify, or supplement any information contained in their Proposals at any time during the RFP process. However, the CLC is not required to make such requests. A Proposer's failure to respond to CLC's requests promptly may result in rejection of that Proposer's Proposal.

L. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

The CLC will presume that: (a) each Proposer that submits a Proposal is familiar with and is able to comply with all federal, state, and local laws, ordinances and regulations, as well as any mandatory or voluntary professional and industry standards related to the work described in this RFP; and (b) each Proposer has read and understood this RFP and all addenda issued in connection with it. A Proposer'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 related obligations.

By submitting a Proposal, each Proposer represents that it has thoroughly examined and become familiar with all the requirements contained in this RFP, including, without limitation, its Technical Requirements and, further, represents that it is capable of performing the work to achieve the CLC's goals and objectives.

Part II. DEFINITIONS

A. DEFINITIONS

The following terms used throughout this RFP have the following meanings:

“Agency”, “Proposer” or “Vendor” – any business or collaborating businesses submitting a Proposal in response to this RFP, the respective members, owners, directors, officers, employees, and subcontractors of them, and, if applicable, their respective parent corporations and sister subsidiaries.

“Business Day” – Monday through Friday, excluding Holidays and other CLC office closures.

“CT DCP” – the Department of Consumer Protection of the State of Connecticut, the CLC’s regulatory agency.

“Evaluation Committee”— the CLC personnel who will review Proposals and recommend a successful Proposer.

“Holidays” – 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, in its sole discretion, change the number of Holidays and corresponding dates.

“Lottery Retailer” or “Retailer” – an individual or a business entity authorized to sell and redeem Lottery tickets.

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

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

“RFP” or “Request” – this Request for Proposals, including all its Attachments and all addenda.

“Submission Date” – January 9, 2018 at 2:00 P.M. Eastern Time.

“Successful Agency” – the advertising agency that the CLC selects and awards a contract to.

Other capitalized terms used in this RFP are defined in the context in which they are used.

Part III. PROPOSAL CONTENTS & SUBMISSION REQUIREMENTS

A. PROPOSAL CONTENTS

1. General Information

Proposals must be clearly written and legible. Each copy of the Proposal must be provided in a 3-ring binder. Proposals must contain all of the information, documents and forms listed below, and be presented in the order and manner listed. All pages of the Proposal must be numbered at the right-hand bottom of the page.

The original Proposal must be signed by a person duly authorized to sign it on the Proposer's behalf. The CLC may 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.

The CLC appreciates conciseness and clarity of content.

2. Specific Requirements

The Proposal must contain the original and ten (10) copies of the following documents, each identified in the bound Proposal by a numeric tab as listed below. Details of items 1-9 can be found in Part VII beginning on page 12.

1. Tab 1: Introduction Letter;
2. Tab 2: Agency Profile;
3. Tab 3: Two Case Histories;
4. Tab 4: Two Media Case Histories;
5. Tab 5: Social Media Marketing Services;
6. Tab 6: Oral Presentation Assignment Outline;
7. Tab 7: Public Relations Services (Optional);
8. Tab 8: Multicultural Advertising Services (Optional);
9. Tab 9: Completed Affidavits and Certifications as follows:
 - A completed Vendor Information Form/Supplier Diversity Information (Attachment A, two (2) pages);
 - A completed Proposer's Affidavit (Attachment B, two (2) pages);
 - A completed Price Proposal (Attachment C, two (2) pages);
 - A completed Consulting Agreement Affidavit – OPM Ethics Form 5 (Attachment D, one (1) page);
 - A completed Affirmation of Receipt of State Ethics Laws Summary – OPM Ethics Form 6 (Attachment E, one (1) page);
 - A completed Iran Certification – OPM Ethics Form 7 (Attachment F, one (1) page); and
 - Agency Fact Sheet (Attachment G, two (2) pages).

B. PROPOSAL SUBMISSION REQUIREMENTS

1. Submission Date

The Purchasing Officer must receive Proposals on or before the Submission Date. Proposals postmarked after that date and time do **NOT** satisfy this requirement. The CLC will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The

CLC will reject, and may return, Proposals received after the Submission Date or that are sent by e-mail or fax. The CLC will **NOT** accept late Proposals.

2. Withdrawal of Proposal/Proposal Effectiveness

A Proposer may withdraw a Proposal in-person or in writing provided that the CLC's Purchasing Officer receives the withdrawal request prior to the Submission Date. Proposals are considered valid, and may not be withdrawn, cancelled, or modified, for one hundred eighty (180) calendar days after the Submission Date to allow the CLC to review and evaluate the Proposals, investigate a Proposer's qualifications, issue a Preliminary Notice of Award, and execute a Contract with the Successful Proposer.

3. Package Labeling

- a) The Proposals must be delivered in a sealed box(es) addressed to the Purchasing Officer, must contain the Proposer's name and address in the upper left-hand corner, and must be clearly labeled with the words "RFP PROPOSAL RESPONSE PACKAGE 1 of X, 2 of X, etc." with the RFP description, RFP number, and proposal due date listed.
- b) The CLC may reject any Proposal submitted in an unmarked package or 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 Proposer that the Proposal may be resubmitted as described above if there is still time remaining before the Submission Date.

Part IV. PROPOSER'S BUSINESS STRUCTURE, OPERATIONS & SUBCONTRACTORS

Each Proposer shall provide the following information with respect to its legal structure and business operations (and if a collaborative Proposal, with respect to each proposed collaborator). For the purposes of this RFP, an "owner" is an individual or legal entity with 10% or more equity in the Proposer. The elements of this section should be presented in the Proposal in the section tabbed as number 9.

- A. Full business name; street and mailing address of its principal place of business; and, if known at the time of Proposal submission, street and mailing address of the Connecticut office that will manage the CLC account;
- B. Description of Proposer, including its founding and history; number of employees; and service areas;
- C. Legal structure and key participants, including:
 1. If a corporation: the names of all corporate officers and directors, and the names of all stockholders having ten percent (10%) or more equity in the corporation;
 2. If a partnership, LLP, LLC, or joint venture: the names of the general partners, the limited partners or members, and the owners;
- D. Any known related party relationships between the Proposer (or its owners, officers, directors or primary members) and a CLC director, officer, or employee;
- E. All pending or threatened bankruptcy, reorganization, insolvency, administrative, regulatory, or other material proceedings, actions, or litigation involving the Proposer;

- F. The details of all pleas, convictions, findings or judgments against the Proposer, its owners, officers, directors or primary members (regardless of place of employment) for any fraud, misrepresentation, criminal offense, or violation of any federal, state, or local ethics law, regulation, ordinance, code, policy or similar standard;
- G. Each Proposer must list subcontractors (name and contact information) they propose to use in fulfilling the requirements of this RFP. For each subcontractor, the Proposer must identify the subcontractor's responsibilities and indicate whether the subcontractor qualifies as a diverse supplier of goods and services. For each portion of the proposed work provided by a subcontractor, the Proposer's Proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience. The successful Proposer will be responsible for the performance of its subcontractors, and will not be relieved by the non-performance of any subcontractor. The CLC shall have the right to approve or reject any subcontractor, as well as the right to direct the removal of any subcontractor.

Change in Financial Condition

If a Proposer experiences a substantial change in financial condition prior to the award of a Contract, or during the Contract with the CLC, the Proposer is required to notify the CLC at the time the change occurs or is identified. "Substantial Change in Financial Condition" means any loss or judgment that equals or exceeds ten percent (10%) of Proposer's net worth or that could jeopardize Proposer's ability to perform the work. Failure to notify the CLC of such a change may result in rejection of Proposer's Proposal or termination of the Contract, in the sole discretion of the CLC.

Change in Ownership

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

Conflicts of Interest

Proposers must disclose any actual or potential conflicts of interest that exist at the time of submitting their Proposals, or which may arise during the Contract, between any work they perform for any of their current clients and the CLC. Proposers must disclose any current clients that are in the gaming industry. The successful Proposer will have an on-going obligation to inform the CLC of any actual or potential conflicts of interest. The CLC shall be the final authority as to whether a conflict of interest might exist, and if one does exist, the CLC reserves the right to waive the conflict or take all necessary and appropriate action to protect its interests.

Part V. PROPOSER'S PRIOR PERFORMANCE ISSUES

Each Proposer shall state whether any of the following events has occurred, with the information presented in the Proposal in the section tabbed as number 9:

- A. During the last five (5) years, it, its parent, or subsidiary has had any contracts terminated by default or for any other cause. If so, the Proposer must submit full details of the contract termination;

- B. It, its parent, or subsidiary has ever been debarred or otherwise prohibited from contracting or submitting proposals or bids for contracts with: the State of Connecticut or any agency or political subdivision thereof; any municipal entity; or any other state, Native American body, or other governmental or quasi-governmental entity within the United States. If so, please fully identify the authority issuing the debarment prohibition, describe the reason(s) for the debarment/prohibition, and state the inclusive dates thereof;
- C. During the last five (5) years, it, its parent, or subsidiary has been assessed penalties or liquidated damages under any of its existing or past contracts. If so, for each instance when penalties or liquidated damages were assessed, explain the reason(s) and the amount of such penalty/liquidated damages. Summary data is permitted when per instance data would cause a large volume of data; however, the CLC reserves the right to request the per instance data, which must be available upon request; and
- D. During the last five (5) years, it, its parent, or subsidiary was the subject of any order, judgment, or decree of any federal, state, municipal, or provincial authority barring, suspending, or otherwise limiting the right of the Proposer to engage in any business practice or activity, or if trading in the stock of the Proposer has been suspended. Information, including a complete copy of such order, judgment or decree, must be provided, with appropriate and accompanying date(s) and explanation(s).

Part VI. PROPOSER'S FINANCIAL STATEMENTS

A successful Proposer must be financially sound and stable and able to perform the terms and conditions of the Contract. Each Proposer must provide the following, with the information presented in the Proposal in the section tabbed as number 9:

- A. Audited financial statements for the last three (3) fiscal years. If audited statements are unavailable, provide unaudited financial statements PLUS complete federal tax returns for the last three tax filing years; and
- B. If the Proposer is a subsidiary of another company, the financials for the parent company for the same periods must be provided with the Proposer's statements.

The Proposer's Chief Financial Officer must 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 Proposer as of the Submission Date.

Part VII. TECHNICAL REQUIREMENTS

A. THE OPPORTUNITY

The CLC is seeking a strategic partner (Agency) capable of helping it to approach the consumer in an innovative way. The Agency must be able to address critical issues facing the CLC, including but not limited to the following:

1. Where should the CLC take its brand and messaging?
2. How should the CLC communicate with and reach Connecticut's population through marketing and advertising efforts?
3. How can the CLC increase frequency of play by casual players and introduce new players to the CLC?
4. How can the CLC re-engage lapsed players?
5. How can the CLC segment its audience more effectively and broaden its player base?
6. How can the CLC ensure that it continues to be relevant in the ever-changing consumer landscape and with new generations of Connecticut adults?
7. How can the CLC increase sales and, in turn, maximize contributions to the general fund?

B. THE CHALLENGE

The advertising landscape continues to evolve dramatically as technology changes consumer media behavior and marketing realities. Understanding player motivation and helping to better differentiate and position the CLC's games to enhance consideration and increase sales will be a critical role for the CLC's Agency moving forward. The Agency must be able to combine rigorous and insightful account planning and strategic development with brilliant creative solutions that drive sales and stand out in a post-digital, fragmented media world where consumers need to be continually re-engaged and re-motivated to play.

The CLC expects the Agency to function as a true partner, challenge the status quo, and lead the way to meaningful strategy. The Agency is expected to combine media and creative solutions that drive brand and product demand while maximizing contributions to the general fund through increased sales.

Maximization of the CLC's media investment is critical for optimal return on investment (ROI). The CLC seeks to increase the alignment of its creative and media strategies using cutting-edge technology to meet ongoing and evolving expectations of empowered customers who are less enticed by traditional advertising.

C. SUMMARY OF WANTS, NEEDS AND EXPECTATIONS

The CLC needs a strategically-based, highly creative Agency with best-in-class capabilities in media planning, buying, and analytics across all channels to handle integrated advertising and navigate future challenges and opportunities. The CLC is looking for an Agency capable of developing breakthrough work and highly-integrated omnichannel strategies that deliver contextually relevant communications and experiences that elevate the CLC's brand and drive sales.

The CLC seeks an Agency that will:

Foster an environment where “partnering with the CLC” and “thinking unconventionally” are part of the Agency culture;

Demonstrate unequivocal marketplace success at building and sustaining brands in positions of category leadership;

Generate sales by delivering breakthrough creative that is based on consumer insights driven by a diverse set of data sources. Specifically, demonstrate outstanding creative capabilities across all media channels (traditional/non-traditional/ digital/ mobile/ social);

Demonstrate innovation in media and communications planning; be on the cutting edge of the latest ad technologies to inform and evaluate media plans and enhance ROI;

Demonstrate expertise in leveraging data-driven consumer insights to inform creative and media-buying strategies;

Embrace a total-market approach, integrating broad and targeted marketing to address Connecticut’s population;

Provide an integrated marketing mindset and seamless integration across a world class suite of services and relevant best-in-class resources – particularly in media planning and buying as well as digital creative and media.

Deliver best-in-class account leadership with strong involvement in the strategic process and the ability to lead integration across all projects to ensure consistency and excellence in the Agency’s work product;

At the CLC’s direction, provide effective leadership and a collaborative approach with other agency partners, third parties, and internal CLC teams to foster cross- team collaboration and minimize foundational disagreements; and

Commit a team of responsible, experienced, and knowledgeable professionals to the account that is fully immersed in the CLC’s business from top to bottom, take initiative, and continually strive to improve.

Maintain same-level operations without disruption in the case of a disaster or emergency.

Adhere to the Marketing Code of Standards (see Appendix C).

Understand and support the spirit of the CLC’s supplier diversity program (see “Inclusion” under the Corporate Responsibility section of the CLC’s website: www.ctlottery.org).

Timeliness of response and accessibility are critical elements of the services the CLC is seeking. Accessibility and responsiveness of the account team is of the greatest importance, although these elements will also be considered in relation to the successful Proposer’s other employees. The account team must be accessible to the CLC and readily available to attend meetings and other events in person on short notice and must respond promptly to the CLC if contacted to address questions or concerns, review materials, etc., either by telephone, video conference, or in-person (as circumstances dictate).

Preferred Experience:

The ideal Agency will have a successful track record of:

Developing and executing innovative brand- and transaction-focused creative based on strategic account planning and insightful strategy development that drive sales;

Developing highly-integrated, consumer-centric communications programs across different media and channels with a significant digital/new-technologies focus;

Developing best-in-class digital and social media programs;

Experience with clients in gaming and/or entertainment industries; and

Experience with low-cost consumer products sold in convenience stores, package stores, and supermarkets.

Media Capabilities: The ideal Agency will have a successful track record of:

Developing innovative and integrated cross-channel communications plans, where creative strategy and media strategy are aligned from the beginning and messaging leverages the inherent value of each specific medium to meet desired objectives;

Best-in-class media research, tools, and analytics, including audience insights, programmatic buying for established and emerging formats, cross-channel measurement and attribution, and econometric models to inform and evaluate media plan performance and optimize media ROI;

Best-in-class media buying across all relevant and emerging channels, including local broadcast (TV and radio), out-of-home, print, and digital (social, mobile, and search media); and

Delivering optimal rates and added value to enhance overall ROI.

Digital & Mobile: The CLC expects its Agency to be on the cutting edge of marketing and the latest technologies in digital, mobile, and emerging platforms. With the continual growth of consumer usage of digital devices for entertainment and information, these are important channels to reach our consumers. The Agency will be responsible for developing, executing, and tracking integrated digital campaigns including search marketing.

Please note that the CLC's website and mobile app are managed in-house. However, Agency input is required for website and mobile design and utility, as well as other features.

Social Media: The CLC wants to increase social media marketing efforts on new and existing platforms. At the CLC's direction, the Agency will be responsible for creating real-time, data-driven strategic plans that complement the CLC's in-house efforts and include content production and influencer marketing to grow awareness and engagement.

Research: The CLC is seeking an Agency that has conducted or managed market research studies that assisted the Agency and their clients in the area of strategic planning. These studies may be qualitative or quantitative and may be ad hoc or ongoing projects.

Promotions and Experiential Marketing: The CLC needs an Agency that can bring fresh thinking and big ideas outside of traditional advertising and media channels to its marketing efforts. The Agency may be responsible for developing experiential and promotional programs that forge deeper engagement between the CLC and its players.

Public Relations: The CLC may require its Agency to coordinate integrated PR efforts in the areas of media relations, crisis communications, event management, and cross-cultural outreach in cooperation with a third party vendor on a project or as-needed basis.

Multicultural Advertising: The CLC may require its Agency to coordinate integrated multicultural advertising efforts in cooperation with a third party vendor on a project or as-needed basis.

Part VIII. MINIMUM AGENCY QUALIFICATIONS

A. MINIMUM AGENCY QUALIFICATIONS

In addition to providing the required documentation described in Parts III, IV, V and VI all Proposers submitting Proposals for advertising services must, at the time of submitting their Proposals, meet the following minimum qualifications:

1. Have a minimum of 10 full-time employees;
2. Have had at least \$10 million in billings for calendar year 2017; and
3. Have a minimum of 15% of the Agency's work product for calendar year 2017 in digital marketing efforts.

Upon Contract execution, the successful Prosper must:

1. Be registered and authorized to conduct business in Connecticut by the Connecticut Secretary of State (unless otherwise stated in Part XIII, Section H of this RFP);
2. Have and maintain for the duration of the Contract an office in Connecticut that is staffed by at least one dedicated full-time employee who is knowledgeable with all aspects of the CLC's account and readily available/responsive to the CLC; and
3. Have all permits, licenses, and other authorizations required in connection with the performance of the work under the Contract.

Part IX. PROPOSAL CONTENT DETAILS

A. PROPOSAL CONTENT DETAILS

Agencies must complete and submit the following as detailed below (see page 8 for Proposal tabbing specifics):

Tab 1: Introduction Letter

Agencies must submit an introduction letter explaining the following:

1. The basis for the Agency's interest in the CLC's business;
2. The Agency's particular strengths with respect to the basic qualifications as well as the CLC's wants, needs, and expectations;
3. Agency positioning and vision: How does the Agency differ from competing agencies? What is the Agency's vision and what will it be doing five years from now? What is the Agency's overall philosophy or credo?;
4. Integrated digital approach: Please indicate (at a high level, and as appropriate) how the Agency integrates digital work, and multiple communications channels, into its approach;
5. Work process: Describe the Agency's work process (if it uses a specific discipline), and any particular practices it employs that help produce consistently- effective advertising. Describe the Agency's vision of the CLC's role in its strategic and creative development processes;
6. The backgrounds of the Agency's key personnel, if identified, who will be assigned to handle this account; and
7. A summary of the key contributions the Agency believes it can bring to the CLC's advertising and marketing communications efforts.

Tab 2: Agency Profile

Agencies must submit an Agency Profile that includes a recent video creative, not to exceed 15 minutes in length, on a menu formatted and narrated Digital Video Disc (DVD) or link and a written version of the Agency Profile content. The Agency Profile must also be supplied on CD/flash drive format for the CLC's reference. Think of this as a story about the Agency as illustrated by its work, which is not limited to TV. However, please ensure sufficient video commercial samples run in their entirety. Context is the key to helping the CLC better assess the Agency's relevant work and experience.

Tab 3: Two Case Histories

Agencies must submit two case histories of recent and relevant campaign work on a menu-formatted and narrated DVD or link, and a written version of the case histories content. The case histories must also be supplied on CD/flash drive format for the CLC's reference. If the agency has good examples of work that builds a brand and drives product sales at the same time, the CLC would like to see them. Please include multiple creative elements from each campaign to demonstrate how the Agency integrates a brand across an integrated toolbox that includes social and media components. Case

histories may include television and/or radio commercials; visual representations of print, outdoor, collateral, or promotional materials; and any viral, non-traditional, or social media elements. Please include a succinct description or overview (for example objectives, strategy, consumer/creative insight, and results) for each ad or campaign and a notation of the timeframe in which the work ran. The succinct description must be included on both the DVD and in written format, not to exceed three pages in length for each campaign. Case histories must be from the office submitting the proposal.

Tab 4: Two Media Case Histories

Agencies must submit two media case histories on a menu-formatted and narrated DVD or link with subtitles, and a written version of the media case histories on CD/flash drive format for the CLC's reference. The first media case history must showcase the Agency's relevant media planning capabilities to demonstrate that the agency has the strategic and creative planning skills the CLC seeks. The second media case history must demonstrate the Agency's buying and negotiating skills to showcase that the Agency represents the best value proposal.

In selecting the media case histories, please remember the CLC expects media planning to align with creative strategy development and is looking for an Agency that can leverage data and incorporate traditional, digital, and new solutions into its efforts. This will assist the CLC in understanding how each Agency uses research, data, and analytics to optimize the effectiveness of its work. In addition to the media case histories on DVD and CD/flash drive, Agencies must include a written summary, not to exceed 2 pages in length, of the media objective, target market, consumer insights, strategy, and results for each campaign. Media case histories must be from the office submitting the Proposal.

Tab 5: Social Media Marketing Services

The CLC currently uses multiple social media marketing platforms. We invite Agencies to tell us their approach towards social marketing, and to provide information on methods and services they can provide to further promote the CLC in this marketing arena. Agencies must submit a written version of their social media marketing approach and services, and must also supply it on CD/flash drive format for the CLC's reference.

Tab 6: Oral Presentation Outline

Agencies must present an outline of their approach to supporting a future CLC initiative. Detailed description is provided in Part XII, Section A "Oral Presentation Assignment". Agencies must submit a written version of their oral presentation outline, and must supply it on CD/flash drive format for the CLC's reference.

Tab 7: (Optional) Public Relations Services

The CLC has a small in-house Public Relations staff that provides a variety of services to the corporation. Press releases are generated for winning experiences, corporate responsibility and related corporate needs. Responding to the numerous customer inquiries received via the website, by mail and over the phone is a priority and helps to educate consumers about how games are played, policies and processes, and promotions. In-house staff also supports special events, promotions, Retailer events, out-of-studio special drawings, and sponsorships. Our team is capable and competent; however, we invite Proposers to tell us how they could support our needs even further, particularly regarding crisis

communication.

NOTE: A Proposer bidding on Public Relations Services must provide details and hourly pricing for the services it proposes. The CLC anticipates requiring a Public Relations Agency on an as-needed basis.

Proposers submitting Proposals for Public Relations Services must, at the time of submitting their Proposals, meet the following requirements:

- Have a minimum of one full-time employee; and
- Have at least \$50,000 in billings in calendar year 2017.

Also, with regards to case histories:

- Instead of two Case Histories, provide two Public Relations Case Histories; and
- Do not include Two Media Case Histories.

Upon Contract execution, the successful Proposer must:

- Be registered and authorized to conduct business in Connecticut by the Connecticut Secretary of State (unless otherwise stated in Part XIII, Section H of this RFP);
- Have an existing office in Connecticut and maintain it for the duration of the Contract; if the Proposer is an out-of-state agency they must be willing to open an office in Connecticut and appropriately staff it for the duration of the contract.

Tab 8: (Optional) Multicultural Advertising Services

The CLC has a diverse customer and Retailer base and seeks to reach those audiences in meaningful ways. Currently, we provide game play information on our payout cards in both English and Spanish, and support game initiatives with various television and radio commercials. We invite Proposers with expertise in communicating with diverse audiences to respond and provide information on strategic planning, research, methods and a plan to reach these audiences.

NOTE: A Proposer bidding on Multicultural Advertising Services must provide details and pricing for the services it proposes.

Proposers submitting Proposals for Multicultural Advertising Services must, at the time of submitting their Proposals, meet the following requirements:

- Have a minimum of two full-time employees; and
- Have at least \$100,000 in billings in calendar year 2017.

Upon Contract execution, the successful Proposer must:

- Be registered and authorized to conduct business in Connecticut by the Connecticut Secretary of State (unless otherwise stated in Part XIII, Section H of this RFP);
- Have an existing office in Connecticut and maintain it for the duration of the contract; if the Proposer is an out-of-state agency they must be willing to open an office in Connecticut and appropriately staff it for the duration of the contract.

Tab 9: Completed Affidavits and Certifications

The CLC may verify any and all references and the performance information an Agency provides in its Agency Fact Sheet. Reference checks may include, without limitation, an inquiry into the Agency's performance on similar projects, compliance with specifications, and ability to meet project deadlines.

The CLC may also independently check information sources other than the Agency's references for purposes of evaluating the Agency's responsibility, experience, skill, and business standing.

Part X. SCOPE OF ADVERTISING SERVICES

A. GENERAL OBJECTIVES

The advertising agency is responsible for the following:

1. Sharing responsibility for planning, coordinating, integrating, and executing the CLC's annual advertising and marketing plan.
2. Assisting in overall marketing analysis, strategy development, and position of the CLC and its products.
3. At the CLC's direction, facilitating collaboration among CLC staff, multi-cultural advertising agencies, and other marketing contractors to provide integration of advertising and marketing plans.
4. Creating and producing marketing and advertising supporting the CLC's new and existing products and programs.
5. Developing media plans and purchasing television, radio, print, outdoor, digital, social, and any new media vehicle that assists in marketing CLC products.
6. Developing digital media strategies including robust social media and search engine strategy and digital media negotiation, buying, and placement.
7. Providing assistance with long-range marketing plans and specialized programs.
8. Providing timely post-buy analysis of all media buys.
9. Developing, designing, and producing in-store communications.
10. Providing staff attendance at regular marketing meetings at the CLC.

The advertising agency may be required to:

1. Provide Public Relations programs integrating media relations, crisis communications, and cross-cultural outreach.
2. Develop, manage, and facilitate CLC market research studies.

After review and evaluation of the Proposal Content and Technical Specifications, Proposers that earn a score of "Meets" through "Superior" may be invited to give Oral Presentations at Lottery headquarters. Invitations will be decided solely by the CLC.

Part XI. FINALIST SELECTION, PRESENTATION & SITE VISITS

The CLC may, but is not required to, request oral presentations from some or all Proposers. The CLC will notify the Finalists on or about January 24th, 2018 and schedule oral presentations. The oral presentations are anticipated to be held on or around February 8th and 9th, 2018. Finalist Agencies will be asked to complete and present a strategic, creative, and integrated work assignment including media and online components. This assignment is provided under the section "Assignment" below.

A Proposer's failure to attend a requested presentation may disqualify it from further evaluation. *(If the CLC chooses to request oral presentations, the anticipated timeframe will be the week of February 5-9, 2018.)*

Finalist presentations will take place at CLC headquarters in Rocky Hill, CT 06067.

These meetings are intended to give CLC representatives a sense of the Agency that goes beyond the work and credentials that are being evaluated in the Proposal submission. The CLC wants to meet the people that run the Agency and the team that would lead the CLC's account. CLC representatives want to assess the depth of the Agency's resources, measure its strategic "smarts," and evaluate the intensity of the Agency's interest and commitment to the CLC's business. To that end, following the Oral Presentations the CLC may choose to schedule site visits to the top candidates' facilities for further discussion.

The CLC may, but is not required to, request from some or all Proposers a site visit and/or a demonstration of the proposed services as defined in the RFP. If site visits are requested by the CLC, representatives will also view the Connecticut office of which the Proposer's account representative and required staff will be working throughout the Contract, if such Connecticut office is established. A Proposer's failure to comply with the CLC's site visit requests will disqualify it from further evaluation.

A. ORAL PRESENTATION ASSIGNMENT

The CLC's advertising and marketing efforts have typically supported approximately 15 of the 40-45 scratch games launched annually. In addition, several of our draw games receive promotional support. The CLC has an aggressive schedule of new initiatives planned over the next three years that will also require significant advertising and marketing support. The CLC is looking for a partner that can work with us to develop an advertising and marketing strategy that maintains appropriate support for our core products while also providing necessary support to ensure the success of the new initiatives. The initiatives include:

- Branding - Developing and executing a new brand strategy
- Game Evolution - Upgrading and re-launching the current "lotto!" game
- Customer Growth - Developing and executing a campaign designed to generate new customers from the 18-34 demographic (Millennials)
- Providing More Value - Launching an online Player Loyalty Program
- Taking the CLC Online - Launching an iLottery suite of games (games that can be played online that award cash prizes)
- Growing Our Draw Game Portfolio - Launching a new "FastPlay" suite of instant-win draw games

Assignment

The Customer Growth initiative is a high priority. The Millennial generation has not exhibited the same propensity to purchase CT Lottery games as have previous generations. If the CLC does not increase its player base among this group future sales growth expectations may not be met.

The CLC would like to know how Agencies would address the Customer Growth initiative. The CLC is interested in the strategies and tactics Agencies recommend, how they would develop and execute them, and how the success of the program/campaign would be measured.

Please note that all elements of the Agency's solution must adhere to the Marketing Code of Standards (see Appendix C).

Assignment Requirement - Outline

Please submit with your Proposal an outline of recommended strategy and tactics that would be used to gain new customers for the CLC from the Millennial generation. The outline should be no longer than three written pages, plus additional creative information as you see fit (storyboards, graphic treatment examples, etc.).

Assignment Requirement - Presentation

Agencies that are selected to make presentations will present their strategy and tactics orally to CLC representatives at CLC headquarters the week of February 5-9, 2018. Agency presentation staff are expected to be those that will be working on the CLC account.

Part XII. AWARD CRITERIA & NOTICE OF AWARD

A. METHOD OF AWARD

The CLC will select the Proposal that, all things considered, the CLC determines to be in its best interest.

B. AWARD CRITERIA AND PROCESS

The CLC will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. In making a selection, the CLC will be represented by an Evaluation Committee.

Proposals determined to comply with the requirements set forth in this RFP will be evaluated using the following criteria (listed in order of importance) and ratings, found on page 22:

EVALUATION CRITERIA

EVALUATION CRITERIA – Listed In Order of Importance
<ul style="list-style-type: none"> ➤ <i>Caliber of strategic thinking;</i> ➤ <i>Creativity and innovation;</i> ➤ <i>Quality of media capabilities (buying, planning, research, and analytics);</i> ➤ <i>Innovative integrated communications planning that drives sales;</i> ➤ <i>Best-in-class digital and social media;</i> ➤ <i>Innovative promotions and experiential marketing.</i>

RATINGS

Rating	Definition
<i>Superior</i>	Proposal exceptionally exceeds performance or capability requirements; Proposal demonstrates extraordinary strengths that will more than significantly benefit the CLC.
<i>Significantly Exceeds</i>	Proposal significantly exceeds performance or capability requirements; Proposal demonstrates exceptional strengths that will significantly benefit the CLC.
<i>Exceeds</i>	Proposal exceeds performance or capability requirements; Proposal has one or more strengths that will benefit the CLC.
<i>Meets</i>	Proposal meets specified minimum performance or capability requirements necessary for acceptable contract performance.
<i>Meets with Exceptions</i>	Proposal demonstrates weak performance or capability requirements necessary for minimum contract performance; Proposal has one or more weaknesses that offset any strengths.
<i>Does Not Meet</i>	Proposal fails to meet specified minimum performance or capability requirements. Proposals with an unacceptable rating are not awardable.

The Evaluation Committee will evaluate the Proposals, any requested oral presentations and site visits, and other information the CLC deems to be in its best interests. Price is an important factor, but it will not be the only basis for award. Due consideration will be given to other factors such as, but not limited to: a Proposer’s experience, a Proposer’s location, and whether a Proposer qualifies as a diverse supplier by the Connecticut Department of Administrative Services or other state or federal agency or recognized accrediting entity.

C. NOTICE OF AWARD

A Preliminary Notice of Award will be sent to the successful Proposer. **The making of a Preliminary Notice of Award does not provide a Proposer with any rights and does not impose upon the CLC any obligations. The CLC is free to withdraw a Preliminary Notice of Award at any time and for any reason. A Proposer has rights, and the CLC has obligations, only if and when a Contract is executed by the CLC and the successful Proposer.** The successful Proposer should not make any commitments or commence any work until all conditions of Preliminary Notice have been met.

The CLC's issuance of a Preliminary Notice of Award is subject to further discussions with the successful Proposer as the CLC, in its sole discretion, deems in its best interests. The CLC reserves the right to negotiate additional or modified Contract terms and to conduct any further evaluation of the successful Proposer and its Proposal that the CLC deems advisable.

Final approval of the award is subject to execution of a definitive written Contract with the CLC, including all required procurement documents and information, and the successful Proposer's fulfillment of all CT DCP licensing and other requirements.

The CLC will require (and will notify the successful Proposer when to submit) the following information and documents prior to Contract execution:

1. An organizational chart containing the names and titles of all successful Proposer employees who will be associated with performance of the Contract;
2. For all employees who will be associated with performance of the Contract, a list of the employees' names, addresses, dates of birth, and Social Security numbers;
3. For all proposed subcontractor staff who will be associated with performance of the Contract, a list of such person's names, addresses, dates of birth, and Social Security numbers; and
4. Authorizations (to be provided by the CLC) signed by the employees and proposed subcontractor staff to allow law enforcement agencies to release relevant background information.

Part XIII. GENERAL TERMS & CONDITIONS

A. CONTRACT TERMS

The Contract the CLC expects to award as a result of this RFP will be based upon this RFP, any addenda, and the Proposal submitted by the successful Proposer, and will include provisions required by the CLC and other mutually agreeable terms and conditions. The CLC reserves the right to either award the Contract without further negotiation with the successful Proposer, or negotiate some or all terms and conditions, including, without limitation, scope of work, schedule, and financial terms, with the successful Proposer if the best interests of the CLC would be served.

B. INTEGRITY OF THE SUCCESSFUL PROPOSER

Because 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. Therefore, the successful proposer must meet the following criteria:

1. It must offer services of the highest standards;
2. It must use its best efforts to prevent the industry and the CLC from becoming involved in a controversy or conflict;
3. It must avoid promotions and endorsements that the CLC could interpret as improper or embarrassing to the CLC or the State of Connecticut; and
4. It must, immediately upon detection, report actual or potential security or integrity problems to the CLC.

C. 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.

D. COSTS FOR PREPARING PROPOSAL

The CLC is not responsible for any costs or expenses incurred by a Proposer in preparing or submitting a Proposal, or associated with any presentations required by this RFP, or activities or requirements to become and remain a vendor of the CLC.

E. OWNERSHIP OF PROPOSALS

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

F. FREEDOM OF INFORMATION ACT & CONFIDENTIALITY OF INFORMATION

1. Proposer Confidential Information

All information submitted in and with a Proposal is subject to disclosure under the Connecticut Freedom of Information Act, unless exempted by law. A Proposal may contain financial, proprietary commercial information, trade secrets, or other highly sensitive, competitive data that a Proposer claims should not be public (the "Proposer Confidential Information"). To protect such information from disclosure, a Proposer must identify specifically the pages and portions of its Proposal that contain the claimed Proposer Confidential Information. Such Proposer Confidential Information must be identified as follows: (a) each page containing Proposer Confidential Information must contain a footer with the word "CONFIDENTIAL"; (b) the beginning of Proposer Confidential Information must be noted "CONFIDENTIAL INFORMATION BEGINS HERE," and the end of Proposer Confidential Information must be noted "CONFIDENTIAL INFORMATION ENDS HERE;" and (c) the Proposer must provide a CD or other digital media containing its complete Proposal (including pricing) except for the Proposer Confidential Information. Cost/pricing information is subject to public disclosure. Proposers may not preface their Proposals with a general proprietary statement, or use page headers or footers that arbitrarily mark all pages confidential. **If the CLC receives a request for a copy of a Proposal, the CLC will make a copy of that CD or other digital media and provide it to the requester without notice to the Proposer and without review of the CD or other digital media's contents. Accordingly, each Proposer is solely**

responsible for, and the CLC shall have no liability to a Proposer for, the inclusion of any Proposer Confidential Information on the CD or other digital media or the provision of a copy of such to a third-party.

If the CLC receives a request for a Proposer's Confidential Information, it will promptly notify the Proposer of such request and provide the Proposer with a copy of any written disclosure request. The Proposer may provide written consent to the disclosure, or it may object to the disclosure by notifying the CLC in writing of the basis for its objection, including the statutory, judicial, or other legal exemption(s) from disclosure. Proposers agree that the CLC will not be liable for any disclosure of Proposer Confidential Information under any circumstance. The Proposer shall be solely responsible for indemnifying, defending, and holding the CLC harmless against any complaint or other legal proceeding related to the nondisclosure of claimed Proposer Confidential Information, including but not only replying to and appearing before the Connecticut Freedom of Information Commission, and providing appropriate witnesses and documents.

2. CLC Confidential Information

Each Proposer shall protect from unauthorized use and disclosure all financial, statistical, technical, proprietary, and other information related to the CLC and its operations that the CLC makes available to the Proposer under this RFP or at any time following the issuance of this RFP ("CLC Confidential Information"). Information shall be deemed "CLC Confidential Information" whether or not it is embodied in tangible form and regardless of the way in which it is conveyed or obtained. A Proposer shall not disclose CLC Confidential Information to any third party without the CLC's prior express written consent in each instance. Proposer shall only use CLC Confidential Information for purposes of responding to this RFP. Upon CLC's request at any time, Proposer shall, at its own expense and as directed by the CLC, promptly return to the CLC or destroy (and certify in writing destruction of) all copies of CLC Confidential Information in Proposer's possession or control, whether physical or electronic.

If a Proposer receives a request for disclosure of any CLC Confidential Information (for example only, by subpoena), the Proposer shall immediately notify the CLC of such request and provide the CLC with a copy of any written request. The CLC reserves the right to object to the disclosure of said information and to notify the Proposer to withhold disclosure of said information, identifying in such notice the basis for such objection.

Each Proposer agrees and warrants that it shall not use CLC materials or data, including but not only CLC Confidential Information, in any form in connection with any other procurement effort, whether public or private.

G. INDEMNIFICATION

Upon the CLC's request but at Proposer's sole cost and expense, defend the CLC and the State of Connecticut, and each of their respective directors, officers, employees, agents, and representatives whether sued in their official or individual capacities (collectively, "indemnified parties"), from and against any and all actual and threatened claims, lawsuits, proceedings, investigations, appeals, damages, awards, judgements, losses, and costs and expenses of every kind, including, without limitation, fees of attorneys and professionals of the CLC's choice, court costs, and costs of enforcing Proposer's indemnification obligations in this section, arising from or related to any alleged or actual misuse, security breach, or loss of any CLC confidential information by the Proposer, its directors, officers, or employees, and/or its subcontractors. These obligations shall survive the RFP process.

H. AUTHORITY TO DO BUSINESS

If awarded a Contract, the successful Proposer, upon Contract execution and for the duration of the Contract, must be registered with the Connecticut Secretary of State to do business in the Connecticut, unless it is a sole proprietorship or general partnership. The CLC may at any time request and the successful Proposer will promptly provide documentation evidencing Proposer's current authority to do business in Connecticut. Information concerning registration with the Secretary of State may be obtained by contacting:

Connecticut Secretary of the State
30 Trinity Street
Hartford, CT 06106
Telephone: 860-509-6200
www.ct.gov/sots

I. CT DCP LICENSING; INVESTIGATION OF PROPOSERS

The CLC will require the successful Proposer, its officers, and any employees who are assigned to carry out the responsibilities of the Contract be separately licensed by the CT DCP (See, Connecticut General Statutes § 12-815a). If applicable, collaborating parties and their respective officers and assigned employees must be separately licensed by the CT DCP. Licensing of owners and subcontractors may also be required. The CLC shall not be responsible for paying any application fees or other costs associated with such licensing.

Estimated CT DCP licensing fees are as follows:

Vendor License: \$250.00 per corporation
Affiliate License: \$250 per subcontractor
Occupational Licenses: \$100.00 per Class I employee; \$20 per Class II director, officer, or owner

The CLC, the CT DCP, and/or the Connecticut State Police may, prior to the commencement of the Contract and at any time during the Contract, initiate investigations deemed proper and necessary to determine the ability of the successful Proposer to perform this Agreement. The successful Proposer will cooperate with such investigations. Such investigations may include, but not be limited to, fingerprint identification by the Connecticut State Police, and financial and criminal background investigations on those individuals the CLC and the CT DCP, in their sole discretion, determine to be key employees expected to be directly involved in the performance of the Contract. The CLC may reject a Proposal based upon the results of these investigations.

J. PROHIBITION AGAINST LOTTERY PLAY

The successful Proposer and its principals, as well as each of its employees assigned to carry out the responsibilities of the Contract, as well as certain members of their households will be prohibited from purchasing and participating in or sharing the winnings from any CLC lottery game. This prohibition will equally apply to collaborating businesses, as well. This prohibition may be expanded at any time by the CLC to include owners and subcontractors of the successful Proposer or collaborators (as the case may be), if the CLC or the CT DCP determines doing so to be in their best interests.

K. REQUIRED INSURANCE

By signing and submitting a Proposal, a Proposer agrees that, if it is the successful Proposer, it will, at its sole cost and expense, obtain and maintain in force during the term of the Contract the minimum types and limits of insurance coverage specified in this RFP (limits may be provided through any combination of primary and umbrella/excess policies). If the successful Proposer is a collaboration or should it engage subcontractors, the insurance requirements below will apply to all collaborators and subcontractors, as the case may be. Minimum insurance limits for collaborating partners and subcontractors must be commensurate with the work they will perform and shall be subject to the prior written approval of the CLC.

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 an A- Financial Strength Rating and be in at least a Class VII Financial Size Category as reported in the latest edition of Best's Insurance Guide. The CLC reserves the right to approve all insurance companies.

Before commencement of the Contract, the successful Proposer (and, if applicable, its collaborating partners and subcontractors) must deliver to the CLC Certificate(s) of Insurance, in a form satisfactory to the CLC in its sole discretion, evidencing insurance coverage. Upon each annual insurance policy renewal during the Contract, the new, updated certificates must be provided to the CLC at least thirty (30) calendar days prior to the end of the then-expiring Certificate.

All insurance policies (and any umbrella/excess policies), except workers' compensation and errors and omission coverage, must: (a) be endorsed to name the "Connecticut Lottery Corporation, the State of Connecticut, and each of their respective directors, officers, employees, agents, and representatives" as additional insured parties with respect to liabilities and losses related to the Contract; (b) be endorsed to require the insurance company to provide thirty (30) calendar days advance written notice to the CLC of any change in, termination of, failure to renew, default, or cancellation of coverage; and (c) attach a list of all pertinent endorsements (by endorsement number and name) for each required policy. The successful Proposer will require the insurance carriers of the required coverages to waive all rights of subrogation against the additional insured parties.

The CLC reserves the right, at any time, to require the successful Proposer (and, if applicable, its collaborating partners and subcontractors) to obtain additional types of insurance or to increase the limits of its existing insurance as the CLC, in its sole discretion, deems necessary. The successful Proposer will promptly comply with such requirements at its sole expense.

Except for Workers Compensation coverage, all required insurance policies shall be primary and non-contributory with any insurance or self-insurance carried or administered by the CLC or that of any other additional insured party. No insurance required or furnished shall in any way relieve or diminish the successful Proposer's responsibilities, obligations and liabilities to the CLC under the Contract.

1. Commercial General Liability ("CGL") insurance with a minimum combined single limit of \$1,000,000 occurrence/\$2,000,000 aggregate for bodily injury (including death), personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. The successful Proposer's CGL insurance must include contractual liability coverage for its indemnification obligations under the Contract;
2. Automobile Liability insurance with limits of not less than \$1,000,000 each accident, combined single limit shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned, non-owned, hired, or scheduled automobiles used by or for the successful Proposer in any capacity in connection with carrying out this Contract;

3. Workers Compensation coverage in accordance with the statutory requirement and limits of the State of Connecticut and Employer's Liability coverage with minimum limits of \$500,000 each accident, \$500,000 per employee, and \$500,000 disease; and
4. Advertising Services/Media Liability/Errors and Omissions insurance in the minimum amount of \$1,000,000 per occurrence covering claims arising from the successful Proposer's professional services.

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

L. PERFORMANCE SECURITY

The successful Proposer (including each collaborator, if applicable) at its option shall, prior to commencement of the Contract, provide the CLC either a surety performance bond or a clean, irrevocable standby letter of credit covering its faithful performance of the Contract ("Performance Security"). If the successful Proposer is in default under the Contract, including, without limitation defaulting on its indemnification obligations, the CLC shall have the right to call the Performance Security, in whole or in part. The Performance Security shall be in the amount to be determined by the CLC, in its sole discretion, depending on the Contract amount to be annually paid to the successful Proposer or a percentage thereof. The CLC reserves the right, in its sole discretion, to increase or decrease the amount of the Performance Security at any time. The successful Proposer shall procure and maintain Performance Security at its sole cost and expense for the entire duration of the Contract, including any exercised Contract extensions.

All Performance Security shall be in a form satisfactory and acceptable to the CLC in its sole discretion, including but not only the specific language of the security instrument and the insurance company or financial institution issuing such instrument.

M. OWNERSHIP & DEVELOPMENT

1. CLC Intellectual Property

- (a) Intellectual property of the CLC, including, without limitation, all rights with respect to inventions, discoveries, or improvements, including patents, patent applications, and certificates or inventions; trade secrets, know-how, confidential proprietary information, or similar rights; the protection of works of authorship or expression, including copyrights and future copyrights; trademarks, service marks, logos, taglines, designs and trade dress; and similar rights under any laws or international conventions throughout the world, including the right to apply for registrations, certificates, or renewals with respect thereto, and the rights to prosecute, enforce and obtain damages ("CLC Intellectual Property"), is and shall remain the sole and exclusive property of the CLC.
- (b) CLC Intellectual Property shall only be used by the Agency in connection with the services identified in this RFP as permitted by the CLC. The Agency may not use CLC Intellectual Property in any manner that damages, dilutes, or tarnishes the CLC's reputation or the goodwill

associated with such Property, violates the rights of others, or violates any international or U.S. federal or state law.

2. Ownership of Work Product

- (a) All materials, processes, works, and other deliverables created, conceived, developed and/or submitted by the Agency in its performance of the services, including all tangible and intangible designs, concepts, graphics, artwork, copy, media, social networking, documents, and all other results and proceeds of the services, regardless of stage of completion (“Work Product”), shall be considered work(s) made by the Agency for hire for the CLC and shall belong exclusively to the CLC and/or its designees. Agency, on behalf of itself and its officers, employees, authorized representatives, and others it engages to perform the services (“Representatives”), hereby waives any and all of its rights, including, without limitation, its intellectual property rights, in and to the Work Product. In the event that any Work Product does not constitute a work made for hire, Agency and its Representatives will and hereby do irrevocably assign to the CLC all of Agency’s rights, title, and interest in and to the Work Product, including, without limitation, all copyrights, patent rights and patents, trademarks, and other intellectual property and proprietary rights therein throughout the world.
- (b) To the extent that the Agency utilizes or relies upon the intellectual property of a third party in performing any of the services, the Agency will provide the CLC with whatever written assurances or consents the CLC, in its sole discretion, deem necessary to confirm that the use of such third party intellectual property is permissible. In addition, in the event the Agency fails to perform the services or breaches its obligations, the Agency must, at its sole cost and expense, ensure the CLC’s continued right of use of such third party intellectual property.

APPENDIX A

Sales Revenue by Game FY 2015, FY 2016, FY 2017

FY	PLAY3 DAY	PLAY4 DAY	PLAY3 NIGHT	PLAY4 NIGHT
2015	\$50,847,877	\$43,255,323	\$72,099,206	\$65,556,910
2016	\$54,196,062	\$47,351,286	\$74,012,320	\$69,488,800
2017	\$51,526,056	\$47,906,880	\$70,243,543	\$70,432,695

FY	LOTTO	CASH5	LUCKY LINKS DAY	LUCKY LINKS NIGHT
2015	\$20,061,747	\$31,217,889	\$1,199,898	\$2,080,614
2016	\$19,486,883	\$30,985,751	\$4,082,653	\$5,968,278
2017	\$18,237,455	\$30,086,679	\$2,797,749	\$4,059,891

FY	POWERBALL	MEGA MILLIONS	LUCKY FOR LIFE	5 CARD CASH
2015	\$66,573,164	\$32,306,772	\$21,547,218	\$46,282,228
2016	\$106,212,719	\$29,789,496	\$21,669,664	\$13,064,338
2017	\$78,721,500	\$28,718,476	\$20,434,456	\$0

FY	CT SUPER DRAW	50/50 SUPER DRAW	KENO	SCRATCH
2015	\$2,499,180	\$397,025	\$0	\$688,828,198
2016	\$0	\$0	\$12,443,581	\$741,106,143
2017	\$0	\$0	\$72,182,577	\$720,741,963

FY	TOTAL
2015	\$1,144,753,248
2016	\$1,229,857,972
2017	\$1,216,089,919

APPENDIX B

Advertising, Marketing and Promotion Budget FY 2018

Television Media Placement	\$3,220,000
Radio Media Placement	\$2,775,000
Print Media Placement	\$68,280
Out-of-Home Media Placement	\$1,628,000
Commercial Production	\$1,998,000
Digital Marketing	\$642,000
Point of Sale	\$628,000
Media Promotions	\$100,000
Corporate Relations	\$320,000
Primary Advertising Agency Service Fees	\$1,056,000
Total Budget	\$12,435,280

APPENDIX C

Marketing Code of Standards

The Connecticut Lottery Corporation's (the "CLC") mission is to "raise revenue in an entrepreneurial manner for the State of Connecticut, consistent with the highest standards of good public and social responsibility, by offering products to our players that are fun and entertaining, and by ensuring the public's trust through integrity and honesty." Responsible Gambling ("RG") is a core CLC value. As part of its RG efforts and in support of its mission, the CLC has adopted this Marketing Code of Standards (the "Code") governing CLC Games ("Games"), as well as various marketing, promotional, and other advertising efforts (collectively, "Advertisements"). This Code is a guide and is not designed to cover every situation. Accordingly, the CLC shall observe the spirit of this Code when making decisions on Games and Advertisements.

Content

All written statements in Advertisements, including but not only disclaimers, statements of chances of winning, and RG messaging, shall be visible, legible, and easy to understand. Television and radio Advertisements thirty seconds (:30) or longer, and Advertisements in newspapers, magazines, brochures and posters, shall state the average chances of winning per lottery ticket.

Messaging that encourages RG, that lottery players must be eighteen (18) years of age or older, and statements of chances of winning, may appear on Advertisements (including but not only monitors, billboards, television, radio, internet, social media, newspapers, magazines, brochures and posters) and on Game tickets as appropriate and practicable.

Out-of-home Advertisements (outdoor and mobile billboards, transit, bus shelters) shall contain RG messaging, as appropriate and practicable. When making television media buys, the CLC and/or its advertising agency shall be sensitive to purchasing media for times and programming that are appropriate for the Advertisements' content.

Internet, social media and digital Advertisements shall be consistent with the CLC's RG efforts and, when practicable, shall contain either hyperlinks to the appropriate page on the CLC website or RG messaging.

Minors

Games and Advertisements shall be designed to appeal to a broad range of adults. Games and Advertisements shall not be marketed or intended to appeal to minors, or depict minors or portray objects or images that are popular predominantly with minors (for example only, Santa Claus). Advertisements shall not be intentionally placed in a communication, or at an event, that appeals predominantly to minors. During the end of the calendar year, the CLC shall communicate that lottery tickets are not suitable gifts for minors.

Social Responsibility

Advertisements shall not: denigrate the status of any class of persons or the character or conduct of non-lottery players; praise the character or conduct of lottery players; or promote the lottery as a “way out” or an alternative to work. Advertisements shall portray playing the lottery as a form of entertainment and shall portray players using lottery products responsibly.

Attachment A: Proposer Information Form

VENDOR INFORMATION FORM

Rev. 10/11

Page 1 of 2

BUSINESS INFORMATION	
Vendor Legal Business Name	
Vendor Website address	
Vendor Address	
City	State
	Zip Code
Business Telephone Number	Business Fax Number
Nature of Business (please describe):	
Business Entity Type: Corporation <input type="checkbox"/> LLC Corporation <input type="checkbox"/> LLC Partnership <input type="checkbox"/> LLC Single Member Entity <input type="checkbox"/> Non-Profit <input type="checkbox"/> Partnership <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/>	
NOTE: 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 any bid submission.	
Are you a current CLC Vendor?	Do you hire Subcontractors?
Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Business Name, Trade Name, Doing Business As Name (if different from above)	
Remittance Address if Different from Business Address Above	
Remittance City	State
	Zip Code

CONTACT INFORMATION	
Name of Individual	Job Title
Business Telephone Number	Business Fax Number
Business Cell Phone Number	Email Address

The Connecticut Lottery Corporation is collecting vendor and supplier information in order to compile a list of available vendors and to track its compliance with supplier diversity goals. The CT Lottery considers commercial and financial information disclosed on this form to be confidential but, unless exempted from disclosure by the Connecticut Freedom of Information Act or other applicable law, information supplied to the Connecticut Lottery Corporation may be subject to disclosure under the Connecticut Freedom of Information Act.

Attachment B: Proposer's Affidavit

RFP Number: CLC201703
RFP Description: Advertising and Marketing Services

Proposer's Complete Legal Name:

I, _____, am over the age of eighteen (18)
(Print Name)

years, believe in, and understand the obligations of an oath. I am of sound mind, not acting under duress, and make this affidavit freely for the purpose of inducing the Connecticut Lottery Corporation (the "CLC") to consider our Proposal and to make a Preliminary Notice of Award to the Proposer. I understand that all capitalized terms in this affidavit have the same meanings given them in the RFP.

I am the _____ of the Proposer and duly authorized to give this affidavit on its
(Print Title)
behalf.

I, having fully informed myself regarding the accuracy of the statements made in this affidavit, do hereby state that:

1. The Proposal is genuine. It is not a collusive, sham or fraudulent proposal, and it was not made in the interest or on behalf of any person or entity not named or disclosed in this affidavit.
2. The Proposer developed the Proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course or action with, any person or other entity designed to fix the Proposal price or otherwise limit independent competition.
3. The Proposer, its officers, employees, and agents have not offered or received any kickbacks or inducements from any person or entity in connection with the Proposal.
4. The Proposer, its officers, employees, and agents have not conferred or promised to any State of Connecticut or Connecticut Lottery Corporation official, officer, employee or member of the Board of Directors 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.
5. The Proposer, its officers, employees, and agents have not communicated with any State of Connecticut or Connecticut Lottery Corporation official, officer, employee (other than the Purchasing Officer) or member of the Board of Directors concerning this RFP and its Proposal.
6. The Proposer, its officers, employees, and agents have not communicated the contents of its Proposal to any person not an officer, employee or agent of the Proposer (except to any proposed partner(s) in a collaborative Proposal) and, further, the Proposer represents that it (and any proposed collaborator(s)) will not communicate the contents of its Proposal to any such person until the Submission Date.
7. To the best of my knowledge, information and belief, no CLC officer, official, employee or member of the Board of Directors has any financial or other interest whatsoever, direct or indirect, in the Proposer (or any proposed collaborator(s)) or its (their) business(es).

8. The Proposer has thoroughly examined and understood each and every provision of the RFP, including the technical requirements, and any and all addenda.
9. The Proposer agrees to all of the provisions of the RFP, including but not only the General Terms & Conditions (Part XIV).
10. All information in the Proposal is complete, not misleading (including misleading by omission), and accurately and fully portrays all requested aspects of the Proposer and its goods and services.
11. The Proposer and any proposed collaborator(s) are not currently debarred or otherwise prohibited from contracting or submitting proposals or bids for contracts with: the State of Connecticut or any agency or political subdivision thereof; any municipal entity; any other state, Native American body, or other governmental or quasi-governmental entity within the United States; or any lottery within the United States.
12. The Proposer and any proposed collaborator(s) are not an agent of any person or entity currently debarred or otherwise prohibited from contracting or submitting proposals or bids for contracts with: the State of Connecticut or any agency or political subdivision thereof; any municipal entity; any other state, Native American body, or other governmental or quasi-governmental entity within the United States; or any lottery within the United States.

The Proposer understands and agrees that any misinformation or misrepresentation in this affidavit may disqualify the Proposal and result in termination of any resulting Contract.

Signature: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 201__.

Notary Public

My Commission Expires _____

(Place Seal)

Attachment C: Price Proposal

RFP Number: CLC201703
 RFP Description: Advertising and Marketing Services

PROPOSER'S FULL NAME: _____

In submitting this Price Proposal, the Proposer acknowledges and agrees that: (a) each price supplied below is fixed and all-inclusive – including, but not limited to, the costs of all labor and services, overhead, insurance, bonds or letters of credit, profits, and permits and licenses; and (b) the Connecticut Lottery Corporation will make no, and have no liability to make, additional payment of any kind for the services performed under the price(s) as proposed.

The Proposer offers and agrees to furnish all of the services for which a price has been supplied below and to do so in full compliance with the terms and conditions of this RFP:

ADVERTISING SERVICES (INCLUDES DIGITAL AND SOCIAL MEDIA)

NOTE: Pricing for the Initial Contract Term is required. Pricing for the Extension years are optional.

Time Period	Price per Month
Initial Contract Term (4/1/2018-6/30/2021)	\$
Extension 1 (7/1/2021-6/30/2022)	\$
Extension 2 (7/1/2022-6/30/2023)	\$
Extension 3 (7/1/2023-6/30/2024)	\$
Extension 4 (7/1/2024-6/30/2025)	\$
Extension 5 (7/1/2025-6/30/2026)	\$

PUBLIC RELATIONS SERVICES

(Optional Services. Proposers are not required to submit pricing for the Public Relations Services.)

Time Period	Price per Hour
Initial Contract Term (4/1/2018-6/30/2021)	\$
Extension 1 (7/1/2021-6/30/2022)	\$
Extension 2 (7/1/2022-6/30/2023)	\$
Extension 3 (7/1/2023-6/30/2024)	\$
Extension 4 (7/1/2024-6/30/2025)	\$
Extension 5 (7/1/2025-6/30/2026)	\$

MULTICULTURAL MARKETING SERVICES

(Optional Services. Proposers are not required to submit pricing for the Multicultural Marketing Services.)

Time Period	(A) Price per Month	(B) Price per Hour
Initial Contract Term (4/1/2018-6/30/2021)	\$	\$
Extension 1 (7/1/2021-6/30/2022)	\$	\$
Extension 2 (7/1/2022-6/30/2023)	\$	\$
Extension 3 (7/1/2023-6/30/2024)	\$	\$
Extension 4 (7/1/2024-6/30/2025)	\$	\$
Extension 5 (7/1/2025-6/30/2026)	\$	\$

By: _____
(print name)

Title: _____

(signature)*

Date: _____

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

Attachment D - OPM Ethics Form 5



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a proposal or proposal 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). For sole source or no proposal contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the proposer 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 proposer or contractor 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 proposer or contractor 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 proposal 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 there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new proposal or proposal, whichever is earlier.

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

I, the undersigned, hereby swear that I am a principal or key personnel of the proposer or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), 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 Proposer or Contractor	_____ Signature of Principal or Key Personnel	_____ Date
	_____ Printed Name (of above)	<u>Connecticut Lottery Corporation</u> Awarding State Agency

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

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



Attachment E – Affirmation of Receipt of State Ethics Laws Summary
STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic 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.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation 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.

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency



Attachment F – Iran Certification

STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _____

INSTRUCTIONS:

CHECK ONE: Initial Certification.
 Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a “foreign corporation” is one that is organized and incorporated outside the United States of America.

Check applicable box:

Respondent’s principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid (“ITB”), Request for Proposal (“RFP”) or contract package if there was no bid process.

Respondent’s principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) “Large state contract” has the same meaning as defined in section 4–250 of the Connecticut General Statutes;
- 2) “Respondent” means the person whose name is set forth at the beginning of this form; and
- 3) “State agency” and “quasi-public agency” have the same meanings as provided in section 1–79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

My Commission Expires

Attachment G – Agency Fact Sheet

Agency: _____

Address: _____

A. Agency History, Ownership and Key Employees

1. Founding Date - When was your agency established?
2. Current Ownership - Who are the current owners of your agency?
3. Key Executives - Provide a short biography of no more than six of your office’s key executives and describe their current roles.
4. Principals - Provide names and titles of principals and a short biography.
5. Parent Company/Affiliation - Provide a listing of all companies/agencies that are owned or affiliated with your parent company.

B. Current Clients, Account Gains and Losses

1. Current Clients - List all current clients—brands, products, and services—managed by your office. Rank them by size, indicate the services provided, the dates they were acquired and, if possible, approximate budget ranges for each.
2. Account Gains - Of the accounts acquired within the past two years, please comment on why your agency was chosen to service these new accounts.
3. Account Losses - Of the accounts lost in the past two years, explain why they left or were resigned by the agency.

C. Current Size and Current Distribution by Media

1. Current Size- Summarize the total revenue and billings for calendar years 2015, 2016 and 2017, number of employees and number of accounts currently being handled directly by your office.

Calendar Year	Total Revenue/Year	Total Billings/Year	Number of Employees	Number of Accounts
2015				
2016				
2017				

2. Spending by Media - Chart your agency's 2017 spending by media— television, radio, outdoor, digital, social, etc. Provide rough figures and percentages by media using the grid below.

PERCENTAGE BREAKDOWN BY MEDIA:

<u>Television</u>		<u>Print</u>		<u>Digital</u>		<u>Other</u>	
Network	%	Newspaper	%	Display/Interactive	%	Outdoor	%
Spot	%	Consumer Pubs	%	Social	%	Direct mail	%
Syndication	%	Trade Pubs	%	Mobile	%	Experiential	%
Cable	%			Video	%	Audio Digital	%
				Search	%	Audio Terrestrial	%
				Other	%		

D. Scope and Nature of Agency Services

1. Agency Services - List the various services offered by your agency and the number of full time employees dedicated to each department. Please include account management, strategic services, creative, media planning and buying, production, data analytics, and experiential marketing.
2. Digital Services - In addition to any digital services listed above, please describe established strengths and capabilities in the digital realm, website development, ecommerce, and database analytics used to build customer insights. Please indicate if you rely upon a trusted partner(s) for any or all of these tasks. Feel free to include any process charts, to illustrate your specific approach.
3. Other Specialized Services - List any other specialized services your agency offers to its clients, either directly or indirectly through its parent or sister companies, subsidiaries or network of affiliations.
4. Media Management - Describe your capabilities and strengths in media research, analytics, planning, buying, monitoring and overall stewardship of your clients' funds. Please make sure you address traditional as well as digital media as applicable.
5. Use of Media Buying Services - If all or a certain portion of your clients' media is not planned or purchased by your agency, please indicate with whom the agency works in this regard.

E. References

Client references - List five client references (name, title, company, address, telephone, email and fax number) CLC representatives might speak with about the effectiveness of your services.

The CLC may verify any and all references and the performance information an Agency provides in its Agency Fact Sheet. Reference checks may include, without limitation, an inquiry into the Agency's performance on similar projects, compliance with specifications, and ability to meet project deadlines. The CLC may also independently check information sources other than the Agency's references for purposes of evaluating the Agency's responsibility, experience, skill, and business standing.

F. Local Businesses and Diverse Suppliers

The CLC believes in supporting local businesses and diverse suppliers. The Proposer should indicate if it intends to use local vendors and/or diverse suppliers for the production of deliverables.