



Connecticut Lottery Corporation
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REQUEST FOR PROPOSALS

RFP Number: CLC201804
RFP Description: Player Loyalty Program
RFP Issue Date: March 12, 2018
Submission Due Date: April 25, 2018 by 2:00 p.m. Eastern Time

Part I. INTRODUCTION AND BACKGROUND

The Connecticut Lottery Corporation (“CLC” or “Lottery”), a quasi-public agency with the mission of generating revenue for the State of Connecticut’s General Fund, issues this Request for Proposals (“RFP” or “Request”) for its exclusive use. **This Request is not a contract offer and does not require the CLC to award a contract. No contract will exist unless and until a written contract is signed by the CLC and the successful Proposer (“Contract”).**

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 12 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 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 purpose of this RFP is to find a dynamic partner to create, implement, operate, and fully support a secure, robust, state-of-the-art player loyalty program that attracts new players, expands the core player base, improves the product mix offered by the CLC, and drives player engagement beyond the traditional lottery retailer/player interactions. The components of the program must be both scalable and flexible to allow the CLC to satisfy evolving player demands, changing technological, market, legislative, and regulatory conditions, and the continued growth of the CLC's brand.

The Lottery reserves the rights, in its sole discretion, to accept all or any part of a Proposal, to reject all Proposals, to waive any informalities or non-material deficiencies in a Proposal, and to enter into Contracts with more than one Proposer, in each instance as the CLC determines to be in its best interests. The CLC may take the following additional actions at any time if it determines, in its sole discretion, that doing so is in its best interests:

1. Conduct discussions with any or all Proposers for the purpose of clarification and modification of Proposals;
2. Arrange to receive products and services from other vendors, or perform itself the services, to be obtained under this RFP;
3. Solicit additional and/or new Proposals from anyone;
4. Clarify, modify, suspend, or terminate this RFP, or withdraw and reissue a new RFP;
5. Obtain information from any and all sources concerning a Proposer that the CLC considers relevant to this RFP, and to consider such information in evaluating a Proposer's Proposal;
6. Award a Contract for all or part of the work requested in this RFP, or not award a Contract at all;
7. Disqualify any Proposer whose conduct and/or Proposal fails to conform to the requirements of this RFP;
8. Negotiate Contract provisions with the successful Proposer in addition to those that might be included in this RFP; and
9. 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 (ctlottery.org, About Us, Bids) as well as the CT Department of Administrative Service's website (portal.ct.gov/das, State Contracting Portal, Current Solicitations, Organization, drop down to "Connecticut Lottery Corporation") (together, the "Websites").

Any resultant Contract from this RFP will commence on approximately July 1, 2018, and be for a term of three (3) years. The CLC, in its sole discretion, may extend the Contract for up to seven (7) additional years (in one or more extensions and in any combination of months or years) under the same terms and conditions (except pricing). Proposers must provide pricing for five (5) years – the three (3) year initial Contract term, and the first two (2) extension years. Pricing for additional extension periods, if any, will be negotiated. Any Contract will be non-exclusive.

Interested parties may submit a Proposal in accordance with the requirements and directions of this RFP. **Proposers are prohibited from contacting any Lottery employee or officer, or member of the Lottery Board of Directors, or State official concerning this RFP or the goods or services described in it, except as set forth in Part II Section D, below.** A Proposer's failure to comply with this requirement may result in disqualification.

Part II. DEFINITIONS, AND PROPOSAL CONTENTS AND INSTRUCTIONS

A. DEFINITIONS

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

"Breach of Security" – whether caused by internal or external source, (i) any actual or reasonably suspected unauthorized use of, loss of, acquisition of, access to (including ransomware attacks), or disclosure of Confidential Information or (ii) any security breach or security incident (or substantially similar term) as defined by or used under applicable law.

“Business Day” – Monday through Friday, excluding Holidays.

“CGS” – Central Gaming System run by a third party vendor to produce draw game wagers

“CLC Confidential Data” – any CLC-provided data or other content or information, including Personal Information, disclosed in the performance of the Contract.

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

“Evaluation Team” – 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.

“Hosted Services” – the systems, programs, webpages, code, networking, power, functionalities, capabilities, and infrastructure necessary to run the player loyalty program, and allow users to access it via the internet.

“Intellectual Property Rights” – any 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.

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

“Personal Information” – information that is covered under applicable security and privacy laws or by which an individual can be identified, whether or not publicly available, and includes any employee, Lottery Retailer and player information.

“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.

“Process” –to perform any operation or set of operations on any data, information, material, work, expression, or other content, including to (i) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other improvements or derivative works, (ii) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or (iii) block, erase or destroy. “Processing” and “Processed” have correlative meanings.

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

“Proposer” – any individual or business entity submitting a Proposal in response to this RFP, including that business entity’s parent corporation and each other subsidiary of that parent corporation.

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

“RNG” – Random Number Generator

“Submission Date” – April 25, 2018 at 2:00 PM Eastern Time.

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

B. SCHEDULE OF CERTAIN KEY EVENTS AND DEADLINES

Proposer questions due	March 23, 2018 by 2 PM Eastern Time*
CLC posts response to questions	April 04, 2018
Proposal Submission Date	April 25, 2018 by 2 PM Eastern Time*
CLC issues questions to Proposers about their Proposals (if necessary)	May 04, 2018
Responses to questions due from Proposers (if necessary)	May 09, 2018
CLC notifies the finalists invited to make oral presentations	May 11, 2018
Finalists make oral presentations	Week of May 21, 2018 through May 25, 2018
CLC issues Preliminary Notice of Award	June 21, 2018
Contract effective date	July 01, 2018

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

C. 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:

Suzanne Colley (the "Purchasing Officer")
Connecticut Lottery Corporation
777 Brook Street
Rocky Hill, CT 06067-3403
Telephone: 860-713-2830
E-mail: suzanne.colley@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 or the goods or services described in it. 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 B, 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 C, 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.**

D. ADDITIONAL INFORMATION

The CLC reserves the right, after the Submission Date, to ask any Proposer to clarify its Proposal or to submit additional information that the CLC in its sole discretion deems desirable.

E. 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 that in any manner relate to this RFP and the supply of goods and/or performance of the services described; 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 the Technical Requirements contained in this RFP and, further, it is capable of supplying the goods and/or performing the services to achieve the CLC's objectives.

F. 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 1-6 can be found in Part VIII.

Tab 1: Introduction Letter

Tab 2: Two Lottery Case Histories

Tab 3: Two Non-Lottery Case Histories

Tab 4: Required Deliverables

Tab 5: Oral Presentation Outline

Tab 6: 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
- A completed Proposer Fact Sheet (Attachment G, two (2) pages).

G. PROPOSAL SUBMISSION REQUIREMENTS

Submission Date

The Purchasing Officer must receive Proposals on or before the Submission Date. Proposals received after this date and time (regardless of the postmark date) 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.

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 prior to the Submission Date. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for one hundred twenty (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.

Package Labeling

- a) The sealed Proposal must be 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 ENVELOPE 1 of X, 2 of X, etc." and the RFP description, RFP number, and proposal due date.
- 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 before the Submission Date.

H. 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. Collaborative Proposals are to be submitted by a single Proposer, who will be the party to the Contract with the CLC. A collaborative Proposal must contain all of the documents and information required by this RFP and otherwise comply with all of its terms and conditions. In addition, it 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. If a collaborative Proposal is submitted, the lead contractor must meet all of the applicable Minimum Agency Qualifications listed in Part IX MINIMUM PROPOSER QUALIFICATIONS

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 full compliance with the Contract. The successful Proposer shall remain fully and solely liable and responsible to the CLC for the performance of the Contract, as well as for the acts and omissions of each proposed collaborator and persons employed, directly or indirectly, by such collaborator.

Part III. PROPOSER'S BUSINESS STRUCTURE, CREDENTIALS AND OPERATIONS

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

- A. Full business name, address of its principal place of business, and address of the office that will manage the CLC account;
- B. Legal structure and key participants, including:
 - 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;
 - If a partnership, LLP, LLC or joint venture: the names of the general partners, the limited partners or members, and the owners;
- C. Any known related party relationships between the Proposer (or its owners, officers, directors or primary members) and a CLC officer, director, or employee;
- D. All pending or threatened bankruptcy, reorganization, insolvency, administrative, regulatory, or other material proceedings, actions or litigation involving the Proposer; and
- E. 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.

Part IV. 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 follows:

- A. During the last five (5) years, it, its parent, or subsidiary has had any contracts terminated by default in performance or for any other reason. 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 V. 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:

- A. Audited financial statements for the last three (3) fiscal 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 VI. GENERAL TERMS AND CONDITIONS

A. CONTRACT TERMS

Any Contract the CLC may 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. 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.

C. COSTS FOR PREPARING PROPOSAL

Each Proposer's costs incurred in developing its Proposal are its sole responsibility, and the CLC shall have no liability for such costs.

D. OWNERSHIP OF PROPOSALS

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

E. FREEDOM OF INFORMATION ACT AND CONFIDENTIALITY OF INFORMATION

Proposer Confidential Information

All information submitted in and with a Proposal is subject to disclosure under the Connecticut Freedom of Information Act, as amended and judicially interpreted. A Proposal may contain financial, proprietary, trade secret or other 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.

CLC Confidential Information

Each Proposer shall protect from unauthorized access, acquisition, use and disclosure CLC Confidential Data. A Proposer shall not disclose CLC Confidential Data to any third party without the CLC's prior express written consent in each instance, and shall only use CLC Confidential Data for the purpose of responding to this RFP. A Proposer shall promptly return CLC Confidential Information to the CLC upon the CLC's written request.

If a Proposer receives a request for disclosure of any CLC Confidential Data (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, including the statutory exemption(s) from disclosure.

Each Proposer agrees and warrants that it shall not use CLC materials or data, including but not only CLC Confidential Data, in any form in connection with any other procurement effort, whether public or private. Each Proposer shall indemnify the CLC and hold it harmless from and against any and all costs, losses, damages and expenses, including attorneys' fees, incurred in connection with any security breach or loss of any CLC data by the Proposer, its employees and/or subcontractors. These obligations shall survive the RFP process and the termination or expiration of the Contract.

F. DATA PRIVACY AND INFORMATION SECURITY

Any resultant Contract will contain Data Privacy and Information Security provisions that will be substantially similar to the following:

1. Security Program

Proposer agrees that, if it is the successful Proposer, it will institute, maintain and, as provided below, regularly review and revise, a comprehensive written information security program that includes appropriate administrative, technical, physical, electronic, and procedural policies, procedures, safeguards, and measures designed to: (i) ensure the security and integrity of all CLC Confidential Data with respect to which it has, direct or indirect, access, possession, or control; (ii) protect all such CLC Confidential Data against any loss (including theft), corruption, destruction, misuse, mishandling, and against all anticipated threats or hazards to the security or integrity of such CLC Confidential Data; (iii) protect against the unauthorized access to, acquisition of, disclosure of, or use of such CLC Confidential Data; (iv) ensure the proper, secure, and timely disposal of all CLC Confidential Data all in a manner that complies with applicable law, and (iv) not store or transmit via email or other electronic means CLC Confidential Data except in encrypted form using encrypted methods and products meeting standards current at the time of Contract performance deemed acceptable throughout the United States for the protection of personally identifiable information by institutions similar to Proposer. The successful Proposer shall, from time to time, provide additional internal computer data integrity safeguards that CLC reasonably requests for systems and facilities owned or operated by the successful Proposer that process any CLC Confidential Data ("Proposer Systems"), and the Proposer shall employ and maintain controlled access systems at all facilities where Proposer Systems are located. The successful Proposer agrees to periodically review and revise its comprehensive written information security program, including, all security policies, procedures, safeguards, and measures to meet the objectives of all applicable laws.

2. Notification of Breach of Security

In the event of a Breach of Security or a reasonable likelihood that there has been a Breach of Security, the successful Proposer will (i) immediately take best efforts to mitigate such Breach of Security and (ii) promptly, but in no event greater than twenty-four (24) hours, notify the CLC of such incident. Within five (5) Business Days, the successful Proposer will provide to the CLC a written report ("Report") summarizing in reasonable detail, at minimum, the likely source of the Breach of Security, the duration of the Breach of Security, individuals likely to be affected by the Breach of Security, actions taken by Proposer to mitigate and respond to such Breach of Security, and any other information necessary for CLC to comply with any breach response required under applicable law. The successful Proposer will cooperate with CLC in timely responding to the Breach of Security.

3. Breach Response Costs

The successful Proposer will take all appropriate corrective action to address the Breach of Security, in consultation with the CLC, and pay all Breach Response Costs associated with such action. Furthermore, the successful Proposer will reimburse the CLC its Breach Response Costs. "Breach Response Costs" mean all internal and external costs incurred resulting from a Breach of Security, including, without limitation, the costs associated with (i) notifications to appropriate governmental entities, (ii) notification to affected individuals and other notification advisable

under the circumstances in CLC's discretion, (iii) establishing a call center to respond to the Breach of Security, if necessary, (iv) public relations services, (v) legal, forensic, or investigatory assistance, (vi) credit monitoring for affected individuals and as otherwise advisable under the circumstances in CLC's discretion, and (vii) civil and criminal fines, penalties, and judgments.

G. SECURITY FOR THE PLAYER LOYALTY PROGRAM & DISASTER RECOVERY

Prior to operations under the Contract, the successful Proposer must establish a written security plan for the entire player loyalty program, which will be subject to review and the written approval of the CLC. This plan must be regularly reviewed and, as necessary, updated by the Successful Proposer in consultation with the CLC. The successful Proposer will be responsible for immediately reporting all actual or suspected security incidents to the CLC. The successful Proposer will take all appropriate corrective action to address the security incident, pay all costs associated with such action, and reimburse the CLC any costs the CLC incurs itself to resolve the incident.

The successful Proposer must have and maintain an up-to-date and regularly tested written business continuity/disaster response plan to ensure the continued availability of the player loyalty program in the event of disruption to the successful Proposer's/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused. Such plan shall be provided to the CLC upon request.

H. INDEMNIFICATION

By submitting a Proposal, each Proposer agrees to indemnify, hold harmless and, upon the CLC's request but at the 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, attorney and professional fees, court costs, costs of enforcing Proposer's indemnification obligations in this section, and costs of pursuing any insurance providers, arising from or related to its activities in responding to and participating in this RFP and any alleged or actual misuse, mishandling, loss, or compromise of CLC Confidential Data. Proposer's indemnification obligations are intended to be as broad and inclusive as possible to give the Indemnified Parties the maximum rights and protections allowed by law. These obligations shall survive the RFP process.

Any resulting Contract from this RFP will include similar indemnification obligations requiring the successful Proposer to indemnify, hold harmless, and defend the Indemnified Parties from liabilities arising out of or related to the Contract.

I. AUTHORITY TO DO BUSINESS

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

J. ADVERTISING

A Proposer shall not, either directly or indirectly, name the CLC, use the CLC logo or otherwise make any reference of any kind to the CLC in its advertising, news releases, social media, brochures or other materials, or on its website, without in each instance the CLC's prior written consent.

K. CT DCP LICENSING; INVESTIGATION OF PROPOSERS

The CLC may require the successful Proposer, its principals, 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 principals 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.

The CLC, in collaboration with the DCP and the Connecticut State Police, may, at any time after submission of a Proposal, make any investigations deemed proper and necessary to determine the ability of a Proposer to perform the Contract. Such investigations may include, but not be limited to, financial and criminal background investigations on those individuals the CLC and the 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 or terminate a Contract based upon the results of these investigations.

L. 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 may be expanded at any time by the CLC to include owners and subcontractors of the successful Proposer and collaborators (as the case may be), if the CLC or the CT DCP determines doing so to be in their best interests.

M. REQUIRED INSURANCE

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 any resulting 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. General Liability. In the minimum amount of \$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount;
2. Workers Compensation and Employer's Liability. Workers Compensation coverage in the minimum amount required by the applicable law of the location where the work under the Contract will be performed. In addition, Employer's Liability coverage with minimum limits of \$500,000 each accident, \$500,000 per employee, and \$500,000 disease policy limit;
3. Errors and Omissions. In the minimum amount of \$1,000,000 for Each Occurrence with an Aggregate minimum of \$1,000,000;
4. Commercial Umbrella Policy. In the amount of \$5,000,000;
5. Fidelity or Employee Theft. In the amount of \$100,000 covering any loss to the Lottery due to any fraudulent or dishonest act on the part of, or theft by, the successful Proposer's officers, employees, agents or subcontractors; and
6. Cyber / Privacy Liability. In the amount of \$15,000,000 and sufficiently broad to respond to the duties and obligations as is undertaken by Proposer in the Contract, including, without limitation, claims involving intellectual property infringement, invasion of privacy violations, data privacy and network security liability, Internet and electronic media liability, cyber extortion, and breach response costs, which may include, for the purposes of illustration but not limitation, regulatory fines and penalties and credit monitoring expenses.

N. PERFORMANCE SECURITY

The CLC reserves the right to request, at any time, that the successful Proposer provide the CLC with a performance bond or other form of security in an amount determined by, and in a form and from an issuer satisfactory to, the CLC in its sole discretion.

O. SERVICE LEVELS AND LIQUIDATED DAMAGES

The player loyalty program represents significant potential promotional value and revenue for the CLC. Furthermore, the obligations the CLC is seeking under this RFP are not easily or readily available on the open market. Delivery of all work and performance of all obligations in a complete, proper, and timely manner is essential. It would be extremely costly, time-consuming, impractical, and difficult to calculate the actual damages that the CLC would sustain, including those that negatively affect the image and reputation of the CLC, due to a breach or the non-performance of the Contract by the successful Proposer that causes delay or disrupts the CLC's operations.

The CLC has used its best efforts to determine the range of harm and quantify the damages that it will incur in the event of certain specified failures by the successful Proposer and, using that information, has identified in this section the liquidated damages that will be applicable in such cases.

This section does not list all of the incidents for which the CLC may assess liquidated damages, and the CLC reserves the right to supplement the list with additional incidents upon contracting with the successful Proposer. Additionally, the CLC shall not be precluded from recovering damages or other relief with respect to breaches not addressed in this section or the Contract.

General

The CLC and the successful Proposer may agree upon appropriate and reasonable quantitative service performance standards in addition to those stated below (collectively, the "Service Levels").

The Service Levels agreed upon by the parties must be as good as or better than the service levels that the Successful Proposer provides to its other similarly situated clients for substantially similar services (in terms of features, functionality, pricing, and volume commitments).

The successful Proposer shall continuously capture the information necessary and appropriate for the CLC to determine whether any of the circumstances giving rise to the imposition of liquidated damages has occurred and provide this information to the CLC. The successful Proposer, at a minimum, must provide the CLC a written report within fifteen (15) Business Days after the end of each calendar month with respect to each Service Level.

For obligations identified by the CLC but not addressed in this section, the parties will agree upon the liquidated damages which Successful Proposer will pay to the CLC upon a failure to meet the respective Service Level for those obligations (each, a "Credit"), and which Credits will be at a minimum consistent with then-current industry standards and no worse than what the Successful Proposer provides to its other similarly situated clients for substantially similar services (in terms of features, functionality, pricing, and volume commitments).

Repeated instances of breach or non-performance by the successful Proposer giving rise to liquidated damages may, in the sole discretion of the CLC, be grounds for termination of the Contract for cause ("CLC SLA Termination Rights"). CLC SLA Termination Rights shall be available to CLC irrespective of if CLC has received Credits or any other remedy available to it at law or in equity.

Remedy

If successful Proposer fails to meet any Service Level, then Proposer shall (i) pay to CLC any Credits as agreed upon by the parties, and (ii) use commercially reasonable efforts to promptly resolve the problem and meet the Service Level. Nothing in this section shall be construed as relieving the successful Proposer from performing all contractual requirements and obligations in the Contract whether or not the failure to do so is a basis for the assessment of liquidated damages.

In all the below sections, the CLC and the Proposer agree that it will be extremely impractical and difficult to determine actual damages that the CLC will sustain. Therefore, the parties agree that the Credits and Termination Remedies as specified in all the sections below are reasonable. The parties agree to negotiate additional Service Levels/Credits, to be incorporated as part of the Contract.

In no case shall Credits be measured in terms of the CLC's potential lost revenue or potential lost net profit, unless and to the extent that the CLC determines, or alternatively, that a court of competent jurisdiction determines that actual loss can be measured precisely and that the applicable written Service Level/Credits provision is unreasonable and/or unenforceable as a matter of law.

Assessment of Credits shall be in addition to, and not in lieu of, such other remedies as may be available to the CLC. Except and to the extent expressly provided herein, the CLC shall be entitled to recover Credits under each section applicable to any given incident.

In the following Service Level Agreement sections, there shall be no pro-ration of damages for partial periods (e.g., partial days); for example, if Credits are five hundred dollars (\$500) per calendar day and the penalty period is (1) hour, the penalty shall be five hundred dollars (\$500). For purposes for this section, "day" or "calendar day" shall be defined as a twenty-four (24)-hour period, commencing as 12:00 AM and ending at 11:59 PM.

The Lottery may assess, and the successful Proposer agrees to pay the CLC, liquidated damages, without proof of actual or specified loss, as follows (what follows is not an all-inclusive list of possible Service Level/Credit scenarios):

SERVICE LEVELS

Installation, Implementation and Startup

The Proposer shall complete, except as otherwise approved by the CLC, all agreed upon installation, implementation, and start-up tasks and deliverables in a proper and timely manner pursuant to PLP Implementation Plan, unless that date is amended by mutual agreement. The CLC, in its discretion, may impose Credits for each calendar day of startup delay beginning with the Contract-agreed production start date at the rate of one thousand dollars (\$1,000) per day of delay, to a maximum of fifty thousand dollars (\$50,000). In the event that the startup delay exceeds fifty (50) calendar days, CLC may elect, in its discretion, to terminate the Contract, immediately upon notice, and receive, within thirty (30) days following the date of such notice of termination, a refund of all amounts paid under the Contract.

Timely Deliverables

Each and every deliverable required by the CLC or necessary for the proper functioning and operation of the player loyalty program must be delivered in accordance with the PLP Implementation Plan, unless otherwise mutually agreed. Deliverables, include, but are not limited to, reports, files, and other documents required by the CLC on a recurring basis. The CLC may impose up to one thousand dollars (\$1,000) per day per deliverable in Credits.

System Availability

During each calendar month, the Hosted Services shall be available at least 99.9% of the time (the "Availability Requirement"). The percentage of Availability Requirement is calculated by dividing the total amount of minutes that the Hosted Services is available during the month by the total amount of minutes in such month less scheduled downtime and by multiplying the factor by one-hundred.

The Hosted Services shall be deemed "available" so long as the majority of players can access and use the Hosted Services for the purpose of logging in, registering, submitting tickets, or redeeming points. In the event that the player loyalty program is unavailable for a consecutive period of one hour or more, the CLC shall be entitled to Credits of \$1,000 per hour of unscheduled down time, or fraction thereof, in excess of one hour.

In the event that Proposer fails to satisfy the Availability Requirement more than two times during twelve calendar months, the CLC may terminate the Contract for cause.

Scheduled Downtime

Any and all scheduled downtime for maintenance, (i.e. to install software updates, patch equipment, etc.) must be submitted to the CLC in writing for approval at least 24 hours prior to the scheduled service outage.

Unauthorized Content Modifications

The Proposer shall not modify any player-facing content or user interface without the prior written consent of the CLC, nor shall the successful Proposer modify, nor to the best of its ability allow any third party to make any modification to any software or hardware without providing prior written notice to the CLC. "Modification" does not include replacement of a Hosted Services component with an essentially similar working component or functionality to remedy a Hosted Services failure. The CLC shall be entitled to Credits up to five thousand dollars (\$5,000) per violation in addition to any other damages that may occur as a result of such unauthorized modification.

Unauthorized Access or Compromise

The successful Proposer shall preclude personnel, not authorized by the CLC and/or the DCP, from accessing, modifying, or otherwise interfering with the Hosted Services, and any data or software. Each person and every act that permits access, modification, or interference by an unauthorized person is an incident. The CLC shall be entitled to Credits of up to ten thousand dollars (\$10,000) per person, for each incident. If, in a 365-day period, the successful Proposer violates this provision two (2) or more times, the CLC shall have the right to terminate the Contract for cause.

Failure to Report Incidents

It shall be the responsibility of the successful Proposer to promptly report all material incidents related to, or affecting, the player loyalty program. Incidents shall be reported by telephone within one (1) hour of the discovery of the incident, followed by a written communication to the CLC President within twenty-four (24) hours of the incident. At a minimum, each of the following types of events shall require a written report:

- Any time the Hosted Services are not available for more than five (5) minutes during a calendar day;
- Incidents where data security and/or integrity is at risk;
- Widespread access interruption;
- Unauthorized access to or compromise of the Hosted Services; or
- Breach of Security incidents.

The CLC may impose Credits up to five thousand dollars (\$5,000) per day from the time the incident was discovered or should have been discovered, until the incident is correctly reported.

Failure to Comply with Proper Drawing Procedures

If, without prior authorization, the successful Proposer deviates from specific instructions, usual, customary, or established drawing procedures for drawings and that deviation, in the CLC's sole discretion, compromises the integrity of the drawing, the CLC may assess Credits up to twenty thousand dollars (\$20,000) per occurrence. If, in a 365-day period, the successful Proposer violates this provision two (2) or more times, the CLC shall have the right to terminate the Contract for cause.

ASSESSMENT AND COLLECTION OF CREDITS

Upon determination by the CLC that Credits are to be assessed, the CLC shall notify the successful Proposer of the assessment(s) in writing. The assessment of any Credits may be collected, at the CLC President's discretion, by withholding the funds from any payment(s) due the successful Proposer before or after the date of assessment.

Alternatively, at the CLC President's discretion, the CLC may request direct payment of the Credits by the successful Proposer. If direct payment is requested, the successful Proposer shall pay the assessed Credits within thirty (30) days of receipt of notice. In the event the CLC President determines that any damages were caused in part by the CLC, the damage assessment against the Proposer shall be reduced proportionately, as determined by the CLC President.

Part VII. TECHNICAL REQUIREMENTS

Player Loyalty Program Solution

The successful Proposer shall provide all services together with all licenses associated with designing, developing, testing, implementing, hosting, administrating, maintaining, upgrading (when necessary) and training CLC staff to use an integrated, comprehensive responsive Software as a Service (SaaS) web-based player loyalty program solution in accordance with the requirements and provisions as set forth herein. The CLC expects to work closely with the successful Proposer in a cooperative partnership.

The goals of instituting a player loyalty program are to attract new players, expand the core player base, improve the product mix offered by the CLC, and to drive player engagement beyond the normal retailer/player interactions. The Proposer's solution should address each of these areas.

The CLC is currently prohibited by law from offering "free play" or "promotional games" on its website, and does not currently sell its products online ("iLottery"). However, during the life of the Contract or extensions, the CLC expects to be able to offer both free play games and an iLottery suite of games as well as the possibility of some forms of Sports Betting. The CLC expects the Proposer's solutions to acknowledge these future initiatives and describe how these initiatives will be accommodated within the player loyalty program solution. Considerations should be made for the loyalty program to act as the primary service with possible third party sites to facilitate the iLottery/Sports Betting platform, as well as the iLottery/Sports Betting platform as the primary service, with this proposed loyalty program as the third party.

The CLC is seeking a player loyalty program solution that includes at a minimum:

1. "Base" loyalty program, as described in Part VIII, Tab 4.
2. Option to add a full suite of "free play" games.
3. Option to integrate the player loyalty program with the CLC's eventual iLottery suite of games.
4. Option to integrate the player loyalty program with an array of Sports Betting options.

Items [2], [3], and [4] are each an "Invited Solution Option."

Proposers must provide pricing for all four (4) items (or must note if there is no additional pricing for items two [2], three [3], or four [4]). Proposers must provide pricing for five (5) years – the three (3) year initial Contract term, and the first two (2) extension years. Pricing for additional extension periods, if any, will be negotiated.

Proposers may, but are not required to, offer the CLC solutions that have not been identified or requested in this RFP. If a Proposer would like to propose ways to enhance or support the player loyalty program or meet the CLC's program goals and objectives, Proposers are encouraged to identify these opportunities as "Offered Solution Options." Proposers must provide separate pricing for Offered Solution Options even though pricing may be at "no charge."

The CLC may choose not to purchase any Option, and makes no commitment regarding the timing for acquisition of any Option.

Proposers participating in the RFP agree that products and services, which are not identified in this RFP or in any resulting Contract with a successful Proposer, but which are of a nature similar to those used in connection with other player loyalty programs in the lottery industry, may be purchased by the CLC from the successful Proposer without the need to issue a new procurement solicitation. The CLC will be responsible for all costs associated with such products and services provided it pursuant to this paragraph. Products or services that the CLC may purchase include, but are not limited to, computer hardware and software, additional training programs and system support services, and any other products or services for the effective and efficient operation of the CLC's player loyalty program.

A. THE OPPORTUNITY

The CLC is seeking a strategic partner (Proposer) capable of designing, developing and launching a successful web-based player loyalty program. The Proposer must be able to address critical issues facing the CLC, including but not limited to the following:

1. The CLC does not currently have a player loyalty program or a robust player database. What are the most effective and efficient ways that the CLC should recruit participants to the program?
2. How can the player loyalty program best be used to increase frequency of play by casual players and introduce new players to the CLC?
3. How will the player loyalty program integrate with potential future CLC brand identity changes?
4. How can the player loyalty program help maximize sales if/when the CLC is afforded the opportunity to sell games online (iLottery/Sports Betting) with special consideration to our existing brick and mortar retailer base?

B. THE CHALLENGE

Understanding player motivation and helping the CLC to better differentiate and position its games to enhance consideration and increase sales will be a critical role for the Proposer. The Proposer must be able to combine insightful 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 Proposer to function as a true partner, challenge the status quo, and lead the way to meaningful results. The Proposer is expected to develop and execute creative player loyalty program solutions that drive brand and product demand while maximizing contributions to the General Fund through increased sales.

C. SUMMARY OF WANTS, NEEDS AND EXPECTATIONS

The CLC needs a strategically-based, highly creative and responsive Proposer with best-in-class capabilities to handle current needs and navigate future challenges and opportunities. The CLC is looking for a Proposer capable of developing breakthrough work and highly-integrated solutions that deliver contextually relevant experiences, elevate the CLC's brand, and drive sales.

The CLC seeks a Proposer that will:

- Foster an environment where “partnering with the CLC” and “thinking unconventionally” are part of the Proposer’s culture
- Demonstrate unequivocal marketplace success at building and sustaining loyalty programs in positions of category leadership
- Generate sales by delivering breakthrough loyalty program concepts that are based on consumer insights driven by a diverse set of data sources
- Demonstrate innovation and expertise in loyalty program strategic planning
- Provide an integrated marketing mindset and seamless integration across a world class suite of services and relevant best-in-class resources – particularly in digital creative and design
- 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 Proposer’s work product

- At the CLC’s direction, provide effective leadership and a collaborative approach with other partners, third parties, and internal CLC teams to foster cross-team collaboration and minimize foundational disagreements
- 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
- Understand and support the spirit of the CLC’s supplier diversity program (see “Inclusion” under the Corporate Responsibility section of the CLC’s website: ctlottery.org)

Timeliness of response and accessibility are critical elements of the services the CLC is seeking. Accessibility and responsiveness of the project team is of the greatest importance, although these elements will also be considered in relation to the successful Proposer’s other employees. The project team must be accessible to the CLC and readily available to attend meetings and other events 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 Proposer will have a successful track record of:

- Developing and executing innovative brand-focused loyalty programs and transaction-focused e-commerce websites that are based on strategic account planning;
- Experience with clients in gaming and/or entertainment industries; and
- Experience with low-cost consumer products sold in convenience stores, package stores, and supermarkets.

Digital & Mobile: The CLC expects its Proposer to be on the cutting edge of e-marketing and the latest technologies in digital, mobile, and emerging platforms.

Please note that the CLC’s current consumer website and mobile app are managed in-house. However, the successful Proposer will be expected to develop the loyalty program for a separate website and mobile app.

Promotions and Experiential Marketing: The CLC needs a Proposer that can bring fresh thinking and big ideas outside of traditional website and loyalty program channels to its marketing efforts. The Proposer may be responsible for integrating experiential and promotional programs into the loyalty program, with the goal of forging deeper engagement between the CLC and its players.

Part VIII. PROPOSAL CONTENT DETAILS

Proposers must complete and submit the following as detailed below (see page 6 for Proposal tabbing specifics):

Tab 1: Introduction Letter

Proposers must submit an introduction letter explaining the following:

1. The basis for the Proposer’s interest in the CLC’s business;
2. The Proposer’s particular strengths with respect to the basic qualifications as well as the CLC’s wants, needs, and expectations;

3. Integrated digital approach: Please indicate (at a high level, and as appropriate) how the Proposer integrates digital work, and multiple communications channels, into its approach;
4. Work process: Describe the Proposer's work process (if it uses a specific discipline), and any particular practices it employs that help it to consistently produce effective product. Describe the Proposer's vision of the CLC's role in its strategic and creative development processes;
5. The backgrounds of the Proposer's key personnel, if identified, who will be assigned to handle this account; and
6. A summary of the key contributions the Proposer believes it can bring to the CLC's player loyalty program solution.

Tab 2: Two Lottery Case Histories (if possible)

Proposers must submit two case histories of recent and relevant lottery work on a menu-formatted and narrated DVD or link, or a written version of the case histories. If the Proposer does not have one or more Lottery case histories please note that in this section. The case histories must also be supplied on CD/flash drive format for the CLC's reference. If the Proposer 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 elements that demonstrate how the Proposer integrates a brand across multiple platforms that include social and media components. Case histories may include loyalty programs, websites, or 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 project 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 3: Two Non-Lottery Case Histories (if possible)

Proposers must submit two non-lottery case histories of recent and relevant work on a menu-formatted and narrated DVD or link, or a written version of the case histories. The case histories must also be supplied on CD/flash drive format for the CLC's reference. If the Proposer 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 elements that demonstrate how the Proposer integrates a brand across multiple platforms that include social and media components. Case histories may include loyalty programs, websites, or 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 project 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: Required Deliverables

Please provide detailed responses describing how the Proposer will accomplish each requirement below:

- 1.1. The player loyalty program solution shall provide website availability on all devices (e.g., mobile, desktop, tablet), including development of a mobile application for both Android and IOS platforms.
- 1.2. The Proposer shall transfer all existing CLC player information and 2nd Chance accounts to the Proposer's player loyalty program solution.
- 1.3. The Proposer shall provide program content, creative services, and customer relationship management (CRM) services to manage the CLC's interaction with future loyalty members and work towards improving customer experiences.

- 1.4. The loyalty program shall seamlessly link and/or integrate with the CLC's website/portal and mobile applications. If requested by CLC, the Proposer should assist with integration with third party applications.
- 1.5. The loyalty program shall include a dynamic content management system (CMS) to manage/update, at a minimum:
 - Offers, challenges, and rewards
 - Points allocation
 - Scratch Game Ticket information
 - Drawings
 - Advertising and promotional content
 - Cosmetic web design alterations
 - Content pages
 - Responsible Play messaging
- 1.6. The player loyalty program solution shall contain a player registration database that provides for sign-up/registration for the program, regardless of platform. Registration must be limited to persons age 18 and older.
- 1.7. As determined by the CLC, the loyalty program shall allow for points to be earned through a variety of engagement activities including, but not limited to: signing up for the loyalty program; providing additional demographic information and play habits; social media engagement; likes, comments, and shares; filling out a survey; referring a friend to the program; watching a video or signing up/reading/opening Lottery e-mails and/or texts.
- 1.8. The loyalty program shall allow for players to scan (on mobile devices) and manually enter non-winning scratch and draw game tickets for points. The system must allow for the ability to include or exclude winning tickets from the entry process.
- 1.9. The loyalty program shall provide the ability for players to redeem their points for entries into 2nd Chance/promotional draws, experiential prizes, and near-cash merchandise such as e-coupons and digital rewards.
- 1.10. The player loyalty program solution shall allow registered players to view their points balance, both confirmed and pending.
- 1.11. The player loyalty program solution shall allow for players to view a history of points transactions, both earned and redeemed based on user input timeframes.
- 1.12. The player loyalty program solution should support the ability to integrate with the CLC's central gaming system vendor in order to validate ticket entries for points and provide mobile ticket checker capabilities.
- 1.13. The player loyalty program solution should be designed to facilitate the sale of draw, electronic scratch tickets, and sports betting through the CGS vendor, if that functionality is added at some point in the future (iLottery/Sports Betting).
- 1.14. The Proposer must be able to provide integrated draw functionality and conduct secure official drawings on behalf of the CLC, using RNG systems validated by an approved 3rd party vendor.
- 1.15. The player loyalty program solution should allow loyalty members to share content and activity with social media platforms. This may include, but not be limited to, social media winner tweets/alerts/posts, Facebook and other social media feeds, two way communication between the CLC and players through social media.
- 1.16. The player loyalty program solution shall include the ability to send push notifications, email, and SMS communications to players regarding new games, promotions, events and other news the Lottery wishes to communicate. The program must also include a mechanism for players to

opt-in and opt-out of the communications, and the ability to select some or all alerts and communication based on various criteria, such as draw game results, jackpot alerts, new scratch game launches, etc.

- 1.17. The Proposer shall provide technical support and monitoring of the loyalty solution, including an email support messaging system for players to report any problems, as well as a database of frequently asked questions (FAQ) to be available to the player online.
- 1.18. The Proposer will provide customer service support for the player loyalty program website through phone and chat support.
- 1.19. The Proposer will provide training for the CLC staff on the use of the loyalty program. The proposal must include a detailed plan on the type of training provided, as well as the number of hours included.

2. Marketing and Promotional Support

The Proposer shall provide marketing and promotional support related to the player loyalty program solution. Please provide detailed responses describing how the Proposer will accomplish each of the requirements below:

- 2.1. The Proposer shall provide marketing engagement analytics, dashboards, graphical reports, CSV data export capabilities and other analytical data that is accessible from CLC employee desktops
- 2.2. The player loyalty program solution shall be compatible with existing and planned lottery games, regardless of game vendor, including iLottery games, and sports betting.
- 2.3. The CLC is currently prohibited from offering interactive/promotional games (“free play”). The player loyalty program solution shall have the ability to provide a full suite of interactive games for entertainment play and/or to earn points in the program, even if these games are not utilized at launch.
- 2.4. The Proposer shall include strategies and present ways in which the loyalty program may be combined with promotions to enhance the sale of targeted lottery games or tickets.
- 2.5. The Proposer shall offer insights and provide specific recommendations to maximize the awareness of the loyalty program.
- 2.6. The Proposer shall provide ideas to incentivize lottery retailers to promote and increase membership of the CLC’s loyalty program, as well as help drive traffic to their stores.

3. Experience and Approach

This section of the RFP includes requirements and provisions relating to the Proposer’s experience and expertise in delivering and administering a successful player loyalty program solution. Please provide detailed responses for each of the requirements below:

- 3.1. The Proposer shall outline its methodology for points tracking, drawing facilitation, non-winning ticket entry, prize procurement and fulfilment; customer metrics and usage log; and prize/point liability that will not expose the CLC to financial liability.
- 3.2. The Proposer shall describe how its loyalty program will securely collect and store demographic data from the players and must include the ability to provide analysis and reports related to that demographic data and player activity within the site.
- 3.3. The Proposer shall describe its overall approach to implementing and operating a successful loyalty program, including projected timeframes for implementation of all services to be provided. (“PLP Implementation Plan”), including, without limitation, testing and training. Responsibilities of the Proposer’s implementation team, of the CLC’s implementation team, and of any of CLC’s other providers (e.g., gaming system vendor) must be identified. The final implementation plan of the successful Propose will be subject to CLC approval.

- 3.4. The Proposer should describe its approach for updating changes to the program, as requested by the CLC.
- 3.5. The Proposer shall provide a description of the personnel assigned to the CLC's account that will be involved in the implementation and ongoing administration of the loyalty program.
- 3.6. The Proposer shall describe its plan and timetable for troubleshooting and resolving issues that may occur with the site.
- 3.7. The Proposer shall describe its experience in providing mobile applications that are compatible with iOS and Android operating systems.

Tab 5: Oral Presentation Outline

Proposers must present an outline of their approach to developing and launching the CLC player loyalty program. Proposers must submit a written version of their oral presentation outline, and must supply it on CD/flash drive format for the CLC's reference.

A Proposer may be invited to give an oral presentation of its Proposal. The CLC will determine the time and place of those oral presentations and give invited proposers at least two (2) Business Days' advance notice of the oral presentation date. A Proposer's failure to attend a requested oral presentation may disqualify it from further evaluation.

Tab 6: Completed Affidavits and Certifications

The CLC may verify any and all references and the performance information a Proposer provides in its Company Fact Sheet. Reference checks may include, without limitation, an inquiry into the Proposer'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 Proposer's references for purposes of evaluating the Proposer's responsibility, experience, skill, and business standing.

Part IX. MINIMUM PROPOSER QUALIFICATIONS

Upon Contract execution, the successful Proposer must:

1. Be registered and authorized to conduct business in Connecticut by the Connecticut Secretary of State (unless otherwise stated in Part VI, Section E of this RFP);
2. Have and maintain 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 X. EVALUATION/AWARD CRITERIA, PROCESS, AND THE CONTRACT

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 and other information obtained and received in response to this RFP. In making a selection, the CLC will be represented by an Evaluation Committee.

The ability of the CLC to evaluate a Proposer's Proposal is dependent upon the completeness and

proper submission of the Proposal. The failure of a Proposer to provide information requested by this RFP, to submit according to the required format, or to respond appropriately to a clarification request, may result in rejection of the Proposer's Proposal or affect its evaluation.

The Evaluation Committee will evaluate the Proposals, any requested oral presentations, and other information the CLC deems to be in its best interests.

C. NOTICE OF AWARD

The CLC may issue a Preliminary Notice of Award. **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 the 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.

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? Yes <input type="checkbox"/> No <input type="checkbox"/>	Do you hire Subcontractors? 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.

SUPPLIER DIVERSITY INFORMATION

Vendor Legal Business Name

--

CURRENT CERTIFICATION INFORMATION

Small Business Enterprise (SBE)	Yes _____	No _____	HUB Zone Enterprise	Yes _____	No _____
Minority Business Enterprise (MBE)	Yes _____	No _____	Disadvantaged Business Enterprise (DBE)	Yes _____	No _____
Women Business Enterprise (WBE)	Yes _____	No _____			
Veteran Owned Business Enterprise	Yes _____	No _____	Sheltered Workshop	Yes _____	No _____

*NOTE: Include copies of certifications with the submission of this form for all items checked **YES**.*

If **YES**, indicate which **Agency/Organization** has certified your business:

Department of Administrative Services (DAS) _____	Greater New England Minority Supplier Diversity Council (GNEMSDC)
Department of Transportation (DOT) _____	Women's Business Enterprise National Council (WBENC) _____
Small Business Administration (SBA) _____	Other: _____
	_____ Agency/Organization Name _____

If **MBE/WBE** certified, indicate Diversity Category:
(check all that apply)

Hispanic American _____	African American _____	Asian / Indian American _____
Native American / Alaskan _____	Woman Owned _____	Minority Woman Owned _____
Asian / Pacific American _____	Subcontinent Asian American _____	

FINANCIAL AND ORGANIZATIONAL INFORMATION

Please provide the Gross Annual Receipts for the last three fiscal years:

Year _____	Amount \$ _____
Fiscal Year End Date _____ / _____ / _____ MM/DD/YYYY	Year _____ Amount \$ _____
	Year _____ Amount \$ _____

Current number of full-time employees _____ Current number of part-time employees _____

CERTIFICATION

SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR	Date Executed
Type or Print Name of Authorized Person	Title of Authorized Person

Attachment B: Proposer's Affidavit

RFP Number: CLC201804

RFP Description: _____

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 Contract Terms (Part ____).
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: CLC201804
 RFP Description: _____

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:

Base Loyalty Program:

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

Additional Cost, if any, for CLC Optional Free Play/Promotional Games:

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

Additional Cost, if any, for CLC Optional Integration with Future iLottery Platform:

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

Additional Cost, if any, for CLC Optional Integration with Future Sports Betting Platform:

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

By: _____ Title: _____
 (print name)

_____ Date: _____
 (signature)*

* **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)

Connecticut Lottery Corporation
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 – Company Fact Sheet

Company: _____

Address: _____

A. Company History, Ownership and Key Employees

1. Founding Date - When was your company established?
2. Current Ownership - Who are the current owners of your company?
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 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 company 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 company.

C. Current Size

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				

D. Scope and Nature of Company Services

1. Proposer Services - List the various services offered by your company and the number of full time employees dedicated to each department.
2. Digital Services - Please describe established strengths and capabilities in the digital realm, website development, ecommerce, and database analytics. 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 company offers to its clients, either directly or indirectly through its parent or sister companies, subsidiaries or network of affiliations.

E. References

Client references - List three 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 a Proposer provides in its Proposer Fact Sheet. Reference checks may include, without limitation, an inquiry into the Proposer'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 Proposer's references for purposes of evaluating the company'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.