



Connecticut Lottery Corporation
777 Brook Street
Rocky Hill, CT 06067-3403
ctlottery.org

Invitation to Bid

Bid Number: CLC201807
Bid Description: “For Life” Annuities
Issue Date: May 24, 2018
Submission Date: June 7, 2018, 2:00 P.M. Eastern Time

PART I - PURPOSE

The Connecticut Lottery Corporation (“CLC”), a quasi-public agency with the mission of generating revenue for the State of Connecticut’s General Fund, issues this Invitation to Bid (with all exhibits and attachments and any addenda, the “ITB”) for its exclusive use. **This ITB is not a contract offer, and no contract will exist unless and until the CLC issues one or more purchase orders as described in Part IV** (the “Contract”).

The purpose of this ITB is to obtain competitive prices from qualified life insurance companies for single premium immediate life annuities. The CLC desires these annuities in connection with its games in which certain prizes are payable over the duration of the winner’s life (a “For Life Game”). A For Life Game also offers a minimum guaranteed payment amount. The For Life Winners Schedule (EXHIBIT B) details the prize(s) that are the subject of this ITB. Interested life insurance companies, brokers, or agents on behalf of insurance companies, are invited to submit a bid, complying with this ITB’s directions and requirements, for one or more of the winners (Bid #) listed in the For Life Winners Schedule (EXHIBIT B). The CLC may select more than one successful bidder under this ITB.

PART II – BID SUBMISSION REQUIREMENTS

A. Schedule of Key Events and Dates/Times

<u>EVENT</u>	<u>DATE & TIMES</u>
Invitation to Bid Issued	May 24, 2018
Questions from Bidders Due	May 30, 2018 by 2:00 PM Eastern Time*
Responses to Questions Posted	June 1, 2018
Bid Submission Due Date & Time	June 7, 2018 by 2:00 PM Eastern Time*
Issuance of Purchase Order	June 27, 2018

Asterisked (*) items are firm dates and times. All other dates are anticipated, not firm.

B. Right to Amend or Terminate ITB

The CLC may at any time and in its sole discretion clarify, modify, suspend or terminate this ITB when to do so is in the CLC's best interests. Any such action shall occur by posting a notice on the State of Connecticut Department of Administrative Services Purchasing Portal, Bidder Notification System (www.das.ct.gov, State Contracting Portal, Current Solicitations, Organization, drop down to "Connecticut Lottery Corporation"), and the CLC website (<http://www.ctlottery.org>, About Us, Bids) (together, the "Websites").

Each bidder is responsible for checking the Websites to determine if the CLC has issued any addenda and, if so, to complete its bid in accordance with this ITB as modified by the addenda.

C. Bidder Questions; CLC Responses

All questions concerning the CLC's procurement process or this ITB **must** be submitted by email and addressed **only** to the Purchasing Officer listed here:

Sue Starkowski (Purchasing Officer)
Email: Sue.starkowski@ctlottery.org

Bidders are prohibited from contacting any other CLC employee or officer, or any member of the CLC Board of Directors, or any State of Connecticut official, officer or employee concerning this ITB or the services to be provided under it. A bidder's failure to comply with this requirement may result in disqualification.

The Purchasing Officer must receive a bidder's questions no later than the date and time set forth in Part II, Section A. The Purchasing Officer will confirm receipt of a bidder's questions by email. The Purchasing Officer will accept a telephone call **only** to confirm receipt of a bidder's question **if** that bidder has not received an email confirmation.

On or about the date and time listed in Part II, Section A, the CLC will post its responses to all relevant questions via an addendum posted on the Websites.

D. Additional Information

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

E. Presumption of Bidder's Full Knowledge

The CLC will presume that: (a) each bidder 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 ITB and the performance of the services described in it; and (b) each bidder has read and understood this ITB and any addenda issued in connection with it. A bidder's failure and/or omission to review or examine any information concerning this ITB shall in no way relieve it from any aspect of its bid or related obligations.

By submitting a bid, each bidder represents that it has thoroughly examined and become familiar with all of this ITB's requirements and, further, that it is capable of performing the services to achieve the CLC's objectives.

F. Date and Time of Bid Submission; Public Opening of Bids

The Purchasing Officer must receive bids no later than the Bid Submission Due Date & Time listed in Part II, Section A. Bids received after this date and time (regardless of the postmark date) do **NOT** satisfy this requirement. The CLC will not accept bids by email or fax. Bidders are solely responsible for ensuring timely delivery. The CLC will reject, and may return unopened, a late bid.

All bids will be publicly opened shortly after the time when bids are due, and the public, including bidders, may be present at the opening. The name of each bidder and its pricing will be read aloud; no other information will be released at that time.

G. Bid Submission Format

Bids must be submitted in a sealed envelope addressed to:

Sue Starkowski
Purchasing Officer
Connecticut Lottery Corporation
777 Brook Street
Rocky Hill, CT 06067
Telephone: 860.713.2788

The envelope must contain the bidder's name and address and be clearly labeled with the words **Bid #CLC201807 ("For Life" Annuities)**. A bidder must submit **one (1) original bid clearly marked as such** and one (1) copy. A bidder is solely responsible for all costs and expenses associated with the preparation and submission of its bid; all bids become the CLC's property and need not be returned to bidders.

A bid that does not contain all required information and documents (as listed in Part II, Section H) may be disqualified. The CLC appreciates clearly written and legible bids.

H. Required Information and Documents

Each bidder must submit all of the following information and documents, fully completed and, if required, signed and notarized.

NOTE TO BROKERS or AGENTS: Attachments B, C, D, E and G do not apply to you as the broker or agent; they must be completed and signed by an authorized representative of the insurance company that will issue the annuity AND they must be submitted with your bid.

- ATTACHMENT A: Vendor Information Form;
- ATTACHMENT B: Bidder's Affidavit;
- ATTACHMENT C: Consulting Agreement Affidavit;
- ATTACHMENT D: Affirmation of Receipt of State Ethics Laws Summary;
- ATTACHMENT E: Iran Certification;
- ATTACHMENT F: Price Proposal;
- ATTACHMENT G: Nondiscrimination Certification;
- Its most recent annual report containing its policyholder surplus;
- A copy of its most recent credit rating reports from one of the following:
 - Moody's; or
 - Standard and Poor's; or
 - A.M. Best;
- Written confirmation from its parent company that the parent company will guarantee the bidder's obligations, if applicable (see Part III); and
- If the insurance company has more than one (1) ratio falling outside the usual range, according to the most recent ratios published by the NAIC Insurance Regulatory Information System ("IRIS"), a detailed written explanation for such deviation (see Part III, No. 3).

I. Withdrawal of Bid/Bid Effectiveness

A bidder may withdraw a bid in person or in writing provided that the Purchasing Officer receives the withdrawal prior to the Bid Submission Due Date & Time listed in Part II, Section A. Bids are considered binding and may not be withdrawn, cancelled or modified for thirty (30) calendar days after the submission date to allow the CLC to review and evaluate the bids, investigate a bidder's qualifications, and determine whether and with which bidder there may be a Contract.

PART III – EVALUATION CRITERIA

The CLC will consider bids only from brokers, agents of life insurance companies, or directly from life insurance companies, licensed to do business in the State of Connecticut and meeting the following criteria:

1. The insurance company must have at least fifty million dollars (\$50,000,000) in policyholder surplus.
2. The insurance company’s most recent credit rating must be equal to or better than those listed below from at least one (1) of the three (3) listed credit rating services:

CREDIT RATING SERVICE	MINIMUM ACCEPTABLE RATING
Moody’s	“Aa2”
Standard and Poor’s	“AA”
A.M. Best	“A-”

3. The insurance company must not have more than one (1) ratio falling outside the usual range, according to the most recent ratios published by the NAIC IRIS. If more than one (1) ratio falls outside the usual range, the insurance company must provide a detailed written explanation for such deviation. The CLC in its sole discretion shall determine whether such explanation is satisfactory.
4. The insurance company must not have an outstanding liability to the CLC in excess of ten percent (10%) of the insurance company’s surplus. EXHIBIT A lists each company’s outstanding liability to the CLC as of the stated date.

The CLC reserves the right, in its sole discretion, to accept all or any part of a bid, to reject all bids, and to waive any informalities or non-material deficiencies in a bid, in each instance as the CLC determines to be in its best interests.

The CLC may enter into a Contract with licensed subsidiaries of life insurance companies based on the parent company’s qualifications and the parent company’s written guarantee of its subsidiaries’ obligations.

Brokers or agents presenting bids on behalf of an insurance company must be licensed in Connecticut to sell that insurance company’s annuities.

The CLC will select the bid(s) and bidder(s) that, all things considered, it deems in its sole discretion to be in its best interests.

PART IV – CONTRACT(S) WITH SUCCESSFUL BIDDER(S)

Any Contract(s) resulting from this ITB will be in the form of a CLC purchase order issued to the successful bidder. The CLC’s Purchase Order General Terms and Conditions are found in EXHIBIT C.

In addition to all of the other terms of this ITB, the Contract includes the following provisions:

1. Within ten (10) business days of the date of the signed purchase order, the CLC shall pay the successful bidder the amount calculated for each awarded winner based on his/her life expectancy (the "Funding Payment Amount"), as shown on the successful bidder's Price Proposal (ATTACHMENT F).
2. Upon receipt of the Funding Payment Amount, the successful bidder shall establish a separate annuity, specific to each awarded winner listed in the "For Life Winners Schedule" (EXHIBIT B). From this annuity, the successful bidder shall commence ***paying the CLC*** on or before the first of the month. The successful bidder shall send payments in accordance with the schedule for payments set forth in EXHIBIT B to the CLC by electronic funds transfer ("EFT") to an account designated by the CLC and, further, shall provide the certificate number assigned to each awarded winner's payment, unless the CLC otherwise instructs in writing.
3. Commencing on the dates referenced in EXHIBIT B, the successful bidder shall pay the CLC and shall continue to make such payments at least until the CLC has paid the winner the guaranteed minimum amount due as shown in EXHIBIT B. If a winner dies before receiving the guaranteed minimum amount due, the successful bidder shall continue to pay the CLC upon the same terms and conditions until the successful bidder has paid the CLC the minimum guaranteed amount due; *provided, however*, that if the winner dies before receiving the guaranteed minimum amount and if the winner's estate requests the CLC to deliver the remaining current value, then the successful bidder, upon the CLC's request, shall deliver to the CLC a check in the amount of the present value of the remaining payment(s) due to that winner. If the winner survives past the date on which the guaranteed minimum amount due has been paid, the successful bidder shall continue to pay the CLC until that winner dies. The CLC shall promptly notify the successful bidder in writing upon confirmation of the death of the winner.
4. On or before each payment due date listed in EXHIBIT B, the successful bidder shall, by separate EFTs, pay the CLC the required amounts for each awarded certificate. If any payment due to the CLC is more than ten (10) calendar days past the due date, the CLC may assess the successful bidder a late payment charge equal to one and one-half percent (1.5%) of the amount due for each month of lateness or prorated portion thereof. The successful bidder agrees to pay such late payment fee within thirty (30) calendar days of the date of the CLC's written assessment.
5. The successful bidder shall make prudent investments of the Funding Payment Amount to assure that adequate funds will be available from the annuity for payment to the CLC for the winner's life. The successful bidder shall be solely responsible for any losses it incurs in the management of the Funding Payment Amount or the annuity.

Exhibit A – Insurance Companies’ Liabilities

CLC - CONNECTICUT LOTTERY CORPORATION
Insurance Companies' Liabilities*
As of May 1, 2018

Ohio National Life Insurance	\$41,786,000
Metropolitan Life Insurance	\$38,285,000
Savings Bank Life Insurance Co. of Massachusetts	\$26,730,000
John Hancock Mutual Life Insurance	\$ 8,700,000

** Amounts shown represent future principal payments to annuitants.*

Exhibit B - For Life Winners Schedule

Bid Item #	Cert #	Date of Prize Claim / Anniversary Date	Date of Birth ^[A]	Gender	Periodic Payment	Payment Interval	At 6/30/2018 Balance of Minimum Guaranteed Due To Winner ^[B]	Date Insurance Company Payments to CLC begin:
1	60309	01/30/18	02/09/48	F	\$25,000	Annually	\$475,000	01/01/19
2	60310	01/31/18	09/14/46	F	\$5,000	Monthly	\$1,170,000	07/01/18

[A] The CLC has examined and recorded proof of each winner's date of birth.

[B] The CT Lottery shall notify the successful bidder promptly of the death of any winner listed above upon notification of such information

[C] Periodic payments are due on the 1st of each month.

EXHIBIT C

CLC201807

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. Taxes. Pursuant to Section 12-816 of the Connecticut General Statutes, the CLC is exempt from all state and certain federal taxation.

2. Freedom of Information Act and Confidentiality of Data. The CLC as a quasi-public agency is subject to the Connecticut Freedom of Information Act and information and documentation related to this Purchase Order are subject to disclosure unless specifically exempted by law.

3. Advertising and Printed Materials. A Vendor shall not, either directly or indirectly, name the CLC, use the CLC logo or otherwise make any reference of any kind to the CLC in its advertising, news releases, brochures or other materials, or on its website, without the CLC's prior written consent.

4. Delivery and Acceptance. Time of delivery is of the essence for this Purchase Order. The CLC reserves the right to refuse any goods or services and to cancel all or any part of the goods or services not conforming to the applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind the CLC to accept future shipments nor deprive it of the right to return goods already accepted in accordance with Section 20.

5. Prime Contractor Responsibility. The Vendor shall be solely responsible for providing the goods or services required under this Purchase Order. The CLC shall consider the Vendor to be the sole point of contact for all issues under and requirements of the Purchase Order.

6. Approval of Subcontractors and Vendor's Responsibility. No portion of the work required under this Purchase Order shall be subcontracted to any individual or business entity without the CLC's prior written consent. Notwithstanding the Vendor's subcontracting, the Vendor shall remain fully and solely liable and responsible for the work to be done by its subcontractor(s), and the Vendor shall assure compliance with all requirements of the Purchase Order.

7. Equal Business Opportunity. It is the policy of the CLC to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities in our procurement activities. The CLC encourages Vendors to provide for the participation of Connecticut small businesses and Connecticut businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. The goods or services covered under this Purchase Order, however, are not restricted to Connecticut businesses nor those designated as small and/or minority owned businesses. Vendors that are certified through the Connecticut Department of Administrative Services ("DAS"), Business CONNections as a small, minority, women, or disabled owned business are requested to provide a copy of their current certification of eligibility issued by DAS.

8. Equal Employment Opportunity and Affirmative Action. The Vendor shall comply with all applicable statutes, laws and regulations pertaining to equal employment opportunity, affirmative action and anti-discrimination practices.

9. Maintenance of Certain Records. The Vendor must maintain financial records, books and all other documents and data pertaining to the Purchase Order. Records pertaining to the Purchase Order must be available to the CLC, its auditors, and the Department of Consumer Protection at all times during which the goods or services are provided and for no less than five (5) full years from the final date for which goods or services are provided or final payment date, whichever comes later.

10. Required Insurance. The Vendor agrees that while providing the goods or services called for in this Purchase Order, it shall carry sufficient insurance (i.e., general liability and Workers' Compensation) as determined by the CLC as applicable according to the nature of the goods or services to be provided so as to "save harmless" the CLC, its directors, officers, employees, agents, Lottery Retailers and the State of Connecticut from any claims or liabilities arising out of the goods or services provided by the Vendor. If requested, certificates of insurance shall be filed with the CLC prior to the providing of the goods or services covered by this Purchase Order.

11. Defense, Indemnification and Hold Harmless. Vendor agrees to indemnify, defend, and hold harmless the CLC, its directors, officers, agents, employees, Lottery Retailers, and the State of Connecticut from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorneys' fees, arising out of or relating, directly or indirectly, to the Vendor's malfeasance, misconduct, negligence or failure to meet its obligations under the Purchase Order. Each Vendor will also be required to pay any and all attorneys' fees incurred by the CLC, its directors, officers, agents, employees, Lottery Retailers, and the State of Connecticut in enforcing the Vendor's obligations under this Purchase Order. The obligations described in this section shall survive the expiration, conclusion or termination of goods or services being provided under the Purchase Order.

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

13. No Assignment. The Vendor shall not assign, subcontract or otherwise dispose of all or any of its obligations under the Purchase Order to any other person or entity without, in each instance, the CLC's prior written consent.

14. Compliance with Federal, State and Local Laws. The Vendor shall comply with all applicable federal, state and local laws and regulations, including applicable Connecticut agency administrative regulations, in providing the goods or services required under the Purchase Order.

15. Connecticut Law and Courts. The Purchase Order shall be governed in all respects by and construed and enforced in accordance with the internal laws (as opposed to the conflicts of law

principals) of the State of Connecticut. The Vendor irrevocably submits in any suit, action or proceeding arising out of the Purchase Order to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of the Connecticut Superior Court located in the Hartford Judicial District.

16. Invoicing and Payment Terms. The Vendor shall invoice the CLC when goods or services are provided. The Invoices must contain the CLC's Purchase Order Number to avoid possible delay in payment. Undisputed payments shall be net thirty (30) days.

17. Entire Agreement. The terms and conditions set forth herein and on the Purchase Order are intended as the entire agreement between the parties unless the front of the Purchase Order references a Request for Proposal (RFP), Invitation to Bid (ITB) or other procurement document issued by the CLC, in which case, they shall form part of this agreement and be deemed incorporated by reference. This agreement is exclusive and applies in lieu of any terms and conditions or other documentation of the Vendor which will be of no force or effect.

18. Conflicting Terms and Conditions. In the event of a conflict between the terms and conditions as set forth herein and terms and conditions set forth in an RFP, ITB or other procurement document issued by the CLC, the terms and conditions of the RFP, ITB or other procurement document shall control.

19. Risk of Loss. Delivery shall not be deemed complete until the goods or services have actually been received by the CLC and risk of loss shall be on the Vendor until actual receipt by the CLC.

20. Conformance. Acceptance of all or any part of any goods covered by this Purchase Order shall not be deemed a waiver of the CLC's right to either cancel or to return all or any portion of the goods because of failure to conform to the order, or by reason of defects, latent or patent, or other breach of warranty to make any claim for damages including special damages suffered by the CLC. Such rights shall be in addition to any other remedies provided by law and equity.

21. Patent Infringement. Vendor agrees to indemnify and hold harmless the CLC, its directors, officers, agents, employees, Lottery Retailers, and the State of Connecticut from and against any and all liability, loss, damages and expenses, including attorneys' fees, resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any part of any goods or services covered by this Purchase Order, and such obligation shall survive the acceptance of the goods or services and payment by the CLC.

22. Warranty. Vendor represents and warrants that all goods delivered pursuant hereto will be new, unless otherwise specified, free from defects in material and workmanship and that all goods will conform to applicable specifications, drawings and standards of quality and performance free from defects in design and suitable and safe for the CLC's use. Vendor further represents and warrants that all services performed pursuant hereto will be free from defects in material and workmanship and will be performed in accordance with the specifications and instructions of the CLC. Vendor agrees to indemnify and hold harmless the CLC, its directors, officers, agents, employees, Lottery Retailers, and the State of Connecticut from liability, loss, damage and expense,

including reasonable attorneys' fees, incurred or suffered by the CLC by reason of the failure of the goods or services to conform to such warranties.

23. Ethics in Public Contracting. Vendor certifies to the CLC that: its selection as Vendor by the CLC is made without collusion or fraud; it has not offered or received any kickbacks or inducements from any other Vendor, supplier, manufacturer or subcontractor in connection with this Purchase Order; and it has not conferred on or promised to any State or quasi-public employee, entity or, agent or public official connected in any way to this Purchase Order, 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 its selection as Vendor. Vendor further certifies that it is not currently debarred from submitting proposals or bids on contracts by any agency or political subdivision of the State of Connecticut, or any other state body or other governmental entity within the United States.

24. Executive Orders. To the extent applicable to this Purchase Order, the Vendor will be required to comply with the provisions of the following Executive Orders: Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms; Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services; Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices.

25. Responsible Gambling. Vendor shall provide its agents, employees, contractors, and subcontractors, any and all information the CLC provides it related to the CLC's responsible gambling initiatives, including but not limited to procedures or training resources.

ATTACHMENT A

CLC201807

VENDOR INFORMATION FORM

Rev. 10/11

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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 ____ LLC Corporation ____ LLC Partnership ____ LLC Single Member Entity ____ Non-Profit ____ Partnership ____ Individual/Sole Proprietor ____	
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 ____ No ____	Do you hire Subcontractors? Yes ____ No ____
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 _____	Sheltered Workshop	Yes _____	No _____
Veteran Owned Business Enterprise	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 _____	LGBT _____

FINANCIAL AND ORGANIZATIONAL INFORMATION

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

Fiscal Year End Date _____	Year _____	Amount \$ _____
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

BIDDER'S AFFIDAVIT

Bid Number: CLC201807
Bid Description: "For Life" Annuities

Bidder's Complete Legal Name and Street Address:

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

eighteen (18) 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 to consider our bid and to enter into a Contract with the bidder. I understand that all capitalized terms in this affidavit have the same meanings given them in the ITB.

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

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

1. The bid is genuine. It is not a collusive, sham or fraudulent bid, 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 bidder developed the bid 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 bid price(s) or otherwise to limit independent competition.
3. The bidder has not offered or received any kickbacks or inducements from any person or entity in connection with the bid.
4. The bidder, 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 ITB.
5. The bidder, its officers, employees and agents have not communicated with any CLC employee or officer (other than the Purchasing Officer), any member of the CLC Board of Directors, or any State of Connecticut official, officer or employee concerning this ITB, the services to be provided under it, or the bidder's bid.
6. The bidder, its officers, employees and agents have not communicated the contents of its bid to any person not an officer, employee or agent of the bidder and, further, the bidder represents that it will not communicate the contents of its bid to any such person prior to the bid submission date and time.

7. To the best of my knowledge, information and belief, no CLC officer, official, employee or member of the Board of Directors of the Connecticut Lottery Corporation has any financial or other interest whatsoever, direct or indirect, in the bidder or its business.
8. The bidder has thoroughly examined and understood each and every provision of the ITB.
9. All information in the bid is complete, not misleading (including misleading by omission), and accurately and fully portrays all requested aspects of the bidder and its services.
10. The bidder is not currently debarred or otherwise prohibited from contracting with or submitting bids to the State of Connecticut or any agency or political subdivision thereof, any other state, Native American body, or other governmental or quasi-governmental entity within the United States, or any lottery within the United States or Canada.
11. The bidder is not an agent of any person or entity currently debarred or otherwise prohibited from contracting with or submitting bids to the State of Connecticut or any agency or political subdivision thereof, any other state, Native American body, or other governmental or quasi-governmental entity within the United States, or any lottery within the United States or Canada.

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

Signature: _____

Date: _____

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

Notary Public

My Commission Expires _____

(Place Seal)

ATTACHMENT C
CLC201807

OPM Ethics Form 5

Rev. 3-28-14



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid 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 bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or 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 bidder 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 bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if 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 bid 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 bidder 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 Bidder or Contractor	Signature of Principal or Key Personnel	Date
_____		_____
Printed Name (of above)		Awarding State Agency

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

Commissioner of the Superior Court
or Notary Public

My Commission Expires

ATTACHMENT D
CLC201807

OPM Ethics Form 6

Rev. 10-01-11



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 E
CLC201807



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 F

PRICE PROPOSAL

Bid Number: CLC201807
Bid Description: "For Life" Annuities

Bidder's Full Name: _____

(The bidder may provide pricing for any or all Certificate Numbers listed below.)

Having thoroughly examined the ITB and in compliance with all of its terms and conditions, the bidder hereby offers to provide the CLC with the annuity/annuities described below for the following Funding Payment Amount(s):

<u>Bid Item #</u>	<u>Certificate No.</u>	<u>Life Expectancy</u>	<u>Funding Payment Amount</u>
1	60309	Years_____	\$_____
2	60310	Years_____	\$_____

(Print Name)

(Print Title)

(Signature)
Duly Authorized

(Date)

Attachment G – Nondiscrimination Certification CLC201807

Form C
01-13-2016



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

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

INSTRUCTIONS:

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

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am _____ of _____, an entity
Signatory's Title Name of Entity

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

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

_____ and that _____
Name of Entity Name of Entity

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

Authorized Signatory

Printed Name

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

Commissioner of the Superior Court/ Notary Public Commission Expiration Date