



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

Invitation to Bid

Bid Number: CLC202006
Bid Description: “For Life” Annuities
Issue Date: October 15, 2020
Submission Date: November 4, 2020, 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 #CLC202006) 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	October 15, 2020
Questions from Bidders Due	October 22, 2020 by 2:00 PM Eastern Time*
Responses to Questions Posted	October 29, 2020
Bid Submission Due Date & Time	November 4, 2020 by 2:00 PM Eastern Time*
Anticipated Notice of Award	December 1, 2020
Anticipated Issuance of Purchase Order	December 8, 2020
Contract Commencement Date	January 1, 2021

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.

Due to current public health conditions, the CLC has suspended all public viewing of bid openings until further notice. Bidders responding to ITB #CLC202006 may request the List of Bidders after the scheduled Bid Submission Date/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 #CLC202006 ("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 will 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, F, G, H and I 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;
- ATTACHMENT H: Gift and Campaign Contribution Certification;
- ATTACHMENT I: SEEC Form 10
- 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"), please submit 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 twenty-five (25) 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 January 1, 2021

Ohio National Life Insurance	\$33,317,000
Metropolitan Life Insurance	\$23,023,000
Savings Bank Life Insurance Co. of Massachusetts	\$16,075,000

* 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 1/1/2021 Balance of Minimum Guaranteed Due To Winner ^[B]	Date Insurance Company Payments to CLC begin: ^[C]
1	60317	12/31/19	07/30/64	F	\$25,000	Annual	\$450,000	01/01/21
2	60318	05/08/20	11/02/80	F	\$7,500	Monthly	\$1,680,000	01/01/21

[A] The CLC has examined and recorded proof of each winner's date of birth.
 [B] The CLC shall promptly notify the successful bidder upon the death of the winner.
 [C] Periodic payments should be made on, or before, the 1st of each month.

Exhibit C – Purchase Order General Terms and Conditions

CLC202006

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. Definitions.

1.1 Vendor means the party named on the Purchase Order contracting with the CLC, as well as any CLC-approved subcontractor engaged by the Vendor to perform services or provide goods on the Vendor's behalf.

1.2 Purchase Order means the purchase order(s) issued by the CLC to the Vendor that describes the goods or services being procured. If a blanket purchase order is issued by the CLC, the CLC will purchase only those quantities of goods or services that it specifically requests under separate subsequent written orders.

1.3 Contract means the agreement between the CLC and the Vendor consisting of the Purchase Order, these or then-current Purchase Order General Terms and Conditions, and any other CLC issued or approved documents related to the procurement of the goods or services (including change orders and Contract amendments). If the front of the Purchase Order identifies a Request for Proposal, a Request for Quote, or other CLC procurement document (each a Public Solicitation), the Public Solicitation, its addenda, and any provisions favoring the CLC in Vendor's response to the Public Solicitation will also form part of the CLC and Vendor's agreement and be incorporated as though fully set forth herein. The Contract constitutes the entire agreement and understanding of the parties with respect to the goods or services. Where the CLC's Purchase Order indicates that goods or services are procured under a State of Connecticut contract (State Contract), these Purchase Order General Terms and Conditions supplement the State Contract and also apply. Unless otherwise agreed by the CLC in writing, no other Vendor terms, including, without limitation, any terms contained in any Vendor acknowledgment, proposal, agreement, invoice, website, or online click-through consent or acceptance form will bind the CLC, even if the CLC must accept these terms in order to receive the goods or services.

Other capitalized terms used in these General Terms and Conditions are defined in the context in which they are used.

2. Delivery; Acceptance. Vendor's timely and proper delivery is of the essence. Unless the CLC otherwise agrees in writing, delivery is not complete until the goods are provided or services are performed within the time, in the manner, and at the place designated on the Purchase Order and accepted by the CLC. Vendor will, at its sole cost and expense, provide all licenses, labor, supervision, management, tools, equipment, materials, transportation, and facilities and perform all tasks needed for the proper execution and completion of the Purchase Order, unless otherwise stated on the face of the Purchase Order.

3. Inspection. Goods and services shall be subject to CLC inspection, testing, and evaluation, as applicable, prior to their acceptance. The CLC may refuse any goods or services, and cancel all or any part of the goods or services, the CLC, in its sole judgement, deems defective or nonconforming, regardless of prior payment. The CLC's acceptance of all or some of the goods or services shall neither bind the CLC to accept future deliveries nor deprive it of the right at a later date to reject goods or services already accepted. If any goods or services are found defective or nonconforming, the CLC may also, at its option: (i) require Vendor, in the case of goods, to repair or replace the goods or, in the case of services, re-perform the services, at Vendor's sole cost and expense; (ii) recover a refund from Vendor (including shipping and any other expenses incurred by the CLC); (iii) purchase substitute goods or services on the open market and recoup any excess costs of the purchase or losses from Vendor either by direct reimbursement from Vendor or set-off against any monies the CLC may owe Vendor; (iv) accept the defective or nonconforming goods or services and obtain a reduction in price; and/or (v) terminate the Contract.

4. Warranties. In addition to those warranties customarily made by Vendor or specifically offered to the CLC, express or implied, Vendor warrants that all goods will be: (i) new, latest model goods, unless otherwise requested

by the CLC; (ii) safe and free from defects in material and workmanship; (iii) with regard to goods designed or created by Vendor, free from defects in design and infringement of third party intellectual property rights; (iv) fit for their ordinary use, or if known by Vendor, fit for the CLC's intended purpose; and (v) conform to specifications, drawings, performance requirements, and descriptions provided by the CLC or samples furnished by Vendor, as well as applicable industry quality and performance standards. If services are provided by Vendor, in addition to other express or implied Vendor warranties, Vendor warrants that all services will be performed: (i) in a cooperative, professional, and ethical manner; (ii) with the level of care, diligence, and skill generally accepted and exercised by businesses in the industry in which Vendor operates without limiting the higher standards that may be required by the CLC; (iii) free from infringement of any intellectual property, proprietary, or contractual right, or violation of any personal or other right, of any third party; and (iv) if services are provided on the CLC's premises, the services will be performed in compliance with all reasonable requests, rules, and regulations of the CLC communicated to Vendor, including, without limitation, any security or privacy requirements. Vendor will and does hereby transfer and assign to the CLC, or afford the CLC the benefits of all manufacturer and supplier representations, warranties, guarantees, service contracts, and similar agreements available to Vendor for the goods and services for their full term (irrespective of any time limitation on the Vendor's representations, warranties, guarantees, indemnities, and similar agreements). Unless the CLC otherwise agrees in writing, neither Vendor nor the CLC disclaim, modify, or limit any implied warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose or use or any other warranties, express or implied, in fact or by law, or arising by reason of custom or usage in the trade, by course of dealing, or by course of performance.

5. Change Orders. The CLC may upon written notice to Vendor make changes within the general scope of the Contract the CLC deems in its best interests, and Vendor agrees to promptly comply with such changes. Changes within the general scope of the Contract include, by way of example and not limitation, modifications to the specifications of the goods or services, replacement of goods or services due to their discontinuation, or substitution of goods or services with improved (i.e., latest model) or innovative goods or services that become available provided the modified, replacement, or improved goods or services are similar in nature and have a similar use as the originally purchased goods or services. If changes affect the cost of or the time required for performance of the Contract, the CLC and Vendor will negotiate a mutually acceptable equitable adjustment in the price or the completion date, or both.

6. Prime Contractor Responsibility and Subcontractors. Vendor is solely responsible for providing the goods or services, and is the CLC's designated point of contact for all issues under the Contract. Vendor may not subcontract any goods or services to any individual or entity without the CLC's prior written consent, in each instance. If Vendor receives CLC's consent, Vendor will: (i) ensure its subcontractors are qualified and experienced; (ii) remain fully and solely liable for the performance of its subcontractors; (iii) guarantee subcontractor compliance with all requirements of the Contract, including insurance requirements under Section 10, and (iv) indemnify, hold harmless and, upon the CLC's request, defend the CLC against all Claims (defined in Section 11) arising out of or related to Vendor's use of the subcontractors and the subcontracted work.

7. No Assignment. Vendor may not assign (by merger, acquisition, or otherwise) any of its rights under the Contract to any other person or entity, without, in each instance, the CLC's prior written consent. Vendor may not subcontract, transfer, or otherwise dispose of any of its obligations under the Contract, except as provided in Paragraph 6. Any unauthorized assignment, delegation, or subcontracting is null and void.

8. Invoicing and Payment Terms. Unless the CLC otherwise agrees in writing, the CLC will exercise reasonable efforts to pay Vendor within thirty (30) business days from the later of (i) the date of the CLC's acceptance of the goods or services or (ii) the CLC's receipt of a properly prepared Vendor invoice. All invoices, at a minimum, must contain the CLC's Purchase Order Number to avoid delay in payment. Electronic billing and payment will be available to the CLC. The CLC will not pay interest charges or other penalties for late payments.

9. Taxes. The CLC is exempt from all Connecticut and certain federal taxation. Vendor will not charge the CLC for any taxes on purchases unless permitted by law.

10. Ownership; Works Made For Hire. Unless the CLC otherwise agrees in writing, all documents, research, reports, studies, plans, data, information, or other items of work that are produced or created by or on behalf of Vendor in the course of providing goods or performing services under the Contract (collectively, Developed Work), including the intellectual property rights in such Developed Work (except for Vendor Retained IP defined below), shall become the exclusive property of the CLC as “Works Made For Hire.” In the event any Developed Work is not considered “Works Made For Hire,” Vendor hereby assigns to the CLC all rights in and to the Developed Work, including all rights in copyright. All Vendor Retained IP shall remain the intellectual property of Vendor; provided, however, Vendor hereby grants the CLC a perpetual, royalty-free, non-exclusive license to use and sublicense Vendor Retained IP for the CLC’s intended purposes. “Vendor Retained IP” means any work which (i) is proprietary to Vendor (including anything licensed to Vendor by a third party); (ii) is clearly identified to the CLC in writing as proprietary to Vendor and not to be property of the CLC; and (iii) is not designed or otherwise created for the CLC.

11. Indemnification. Vendor is solely responsible for any loss, injury (including death), or damage (including incidental and consequential damages) that may be done or suffered by reason of Vendor’s negligence or failure to perform any contractual obligations. Vendor will indemnify, hold harmless and, upon the CLC’s request but at Vendor’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 all demands, claims, lawsuits (through any appeals), proceedings, investigations, appeals, liabilities, damages, awards, judgments, losses, and costs and expenses of every kind, including, without limitation, costs of attorneys and professionals of the CLC’s choice, arising from or by reason of: (i) Vendor’s (a) acts or omissions, (b) any alleged or actual breach of any representation or warranty or other term or condition of this document, or (ii) any compromise to the security, confidentiality, or integrity of CLC Confidential Information (See Section 17) (collectively, Claims). Vendor’s obligations under this Section 11 shall be immediate upon the CLC’s written notice and tender of a Claim to Vendor.

If the CLC requests Vendor to defend a Claim, the CLC reserves the right to approve counsel chosen by Vendor. In addition, the CLC retains the right to approve the terms of any settlement or compromise that affects the CLC’s rights or imposes any obligations on the CLC. Alternatively, the CLC has the right to defend a Claim itself and select counsel of its own choice. If the CLC exercises such right, Vendor will promptly reimburse the CLC for all legal costs and expenses as they are incurred.

Vendor’s indemnification obligations are in no way limited by any insurance Vendor is required to have under the Contract, the types of insurance Vendor maintains or their coverage, the market availability or unavailability of insurance, the ability or inability of Vendor to procure insurance or, in the case of a Claim brought against the Indemnified Parties by an employee of Vendor, by any limitation on the amount, type, or availability of damages or compensation or benefits payable by Vendor under applicable workers compensation, disability benefits, or other employee benefits law. Vendor’s indemnification obligations in this section shall survive the completion, expiration, or earlier termination of the Contract.

12. Insurance. Vendor, at its sole cost and expense, will procure and maintain during the Contract insurance (e.g., commercial general liability, workers’ compensation) of such types and in such minimum amounts sufficient to cover Vendor’s indemnification obligations, or as may otherwise be required by the CLC in writing. Vendor must promptly provide its current certificate of insurance, if requested by the CLC, before the commencement of the Contract and upon each policy renewal during the Contract. If Vendor performs any work on the CLC’s premises, all Vendor insurance policies, except workers’ compensation and errors and omission coverage, must (i) name the “Connecticut Lottery Corporation, the State of Connecticut, and each of their respective directors, officers, employees, agents, and representatives” as additional insured parties and (ii) contain a waiver of all rights of subrogation against the additional insured parties by Vendor’s insurance carrier(s). Furthermore, 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.

13. Freedom of Information Act. The CLC as a quasi-public agency is subject to the Connecticut Freedom of Information Act and records related to the Contract are subject to public disclosure, unless specifically exempted by law.

14. Maintenance of Certain Records. Vendor (and Vendor's subcontractors) must maintain all records, books, and other documents and data pertaining to the Contract. This information must be available to the CLC, its auditors, and the Connecticut Department of Consumer Protection ("DCP"), if requested, for the duration of the Contract and for a period of five (5) years thereafter.

15. Advertising and Printed Materials. Vendor shall not, either directly or indirectly, name the CLC, use the CLC logo, or otherwise make any reference to the fact that Vendor has supplied or contracted to supply goods and services to the CLC in its advertising, news releases, brochures, social media, or other materials, or on its website, without the CLC's prior written consent in each instance.

16. Force Majeure. Neither party shall be in default for any delay or performance failure if and to the extent such delay or non-performance is beyond their control, not occasioned by their fault or negligence, could not have been prevented by reasonable precautions, and cannot reasonably be resolved through the use of alternate sources, work-around plans, or other means. Upon the occurrence of an event which may result in a delay or performance failure, the affected party shall promptly notify the other party by the most expedient method possible (to be confirmed in writing) of the occurrence and the steps it is taking or will take to minimize the impact of the event on the Contract. The affected party will resume full performance of its interrupted obligations as soon as practicable, if possible to do so.

17. Confidentiality; Information Security & Privacy. In performing the Contract, Vendor may be privy to the CLC's sensitive, proprietary, and confidential information (CLC Confidential Information), whether or not marked "Proprietary" or "Confidential," and whether documentary, electronic, oral, observational, or otherwise. Vendor will maintain administrative, electronic, and physical safeguards to protect against any anticipated threats or hazards to the security, integrity, or confidentiality of Confidential Information, and protect against unauthorized access to or use or disclosure of CLC Confidential Information. Vendor must immediately report any actual or suspected information security or data breach to the CLC, cooperate in any investigation of such incidents, and in consultation with the CLC provide appropriate remediation services to individuals affected by such incidents at Vendor's sole cost and expense.

18. Compliance with Laws. Vendor will comply with all applicable federal, state, and local laws, regulations, orders, ordinances, and standards in providing the goods or services, including, without limitation, Connecticut laws and regulations (Applicable Law). Without limiting the forgoing, Vendor agrees to comply with the following as applicable: C.G.S. § 12-815a pertaining to the licensing of CLC vendors by the DCP; C.G.S. §§ 4a-60 and 4a-60a pertaining to equal employment opportunity, affirmative action, and non-discrimination; C.G.S. § 31-370 pertaining to worker safety and health; and C.G.S. § 4-61dd pertaining to whistleblower protections. The CLC will advise Vendor of any DCP licensing requirements, and Vendor agrees to cooperate with the CLC in satisfying them.

19. Ethics in Public Contracting. Vendor certifies that: (i) its selection as vendor by the CLC is made without collusion or fraud; (ii) it has not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer, or subcontractor in connection with the Contract; and (iii) it has not conferred on or promised to any State of Connecticut or quasi-public employee, entity, agent, or public official connected in any way to the Contract, any gift, loan, subscription, deposit of money, service, or anything of more than nominal value, 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 a CLC 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.

20. Other Vendor Certifications; On-Going Disclosure Obligation. Prior to contracting and at other times during the Contract, the CLC may require Vendor to affirm its compliance with State of Connecticut public contracting laws by completing and returning certain forms and affidavits. Vendor has a continuing obligation to notify the CLC promptly in writing of new or changed circumstances relevant to the Contract or if any information it previously submitted becomes inaccurate. The CLC will not contract with a vendor that fails or refuses to comply with these documentation and notification requirements.

21. Supplier Diversity. It is the policy of the CLC to contribute to the establishment, preservation, and strengthening of Connecticut's small businesses, as well as the state's minority-, women-, disabled veteran-owned, and other underutilized small businesses in its procurement activities. While not required under the Contract, Vendor is encouraged to provide for the participation of these businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

22. Responsible Gambling. Vendor will provide its employees and subcontractors all information the CLC provides it related to the CLC's responsible gambling initiatives, including but not limited to training resources.

23. No Waiver; Rights Cumulative. The CLC's delay or failure to assert any right is not a waiver of such right. The CLC's remedies are cumulative and it is permitted to seek any other remedies under law or in equity.

24. Disputes. Except for actions for injunctive relief, the CLC and the Vendor will first attempt to resolve any dispute arising under this Contract through good faith negotiation between their respective managerial representatives. In the event the dispute cannot be resolved within five (5) business days, the dispute will escalate to the appropriate executives of each party who are at a higher level of management than the representatives. Failing agreement within twenty (20) business days following escalation, the parties are free to exercise all legal and equitable rights they may have. All reasonable requests for information made by one party to the other will be honored. Vendor and its subcontractors will continue to perform their obligations while any dispute concerning the Contract is being resolved.

25. Connecticut Law and Courts. The Contract, and all claims or causes of action (whether in contract, tort, or otherwise) that may arise out of or relate to its creation, provisions, or performance, shall be governed by and enforced in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, including Connecticut's statutes of limitations. Any suit, action, or proceeding arising out of or relating to the Contract, whether in contract, tort, or otherwise, must be brought and conducted solely in the Connecticut Superior Court located in the Hartford Judicial District. If, however, jurisdiction is not proper in the Connecticut Superior Court located in the Hartford Judicial District, but is proper only in a United States District Court, the matter shall be brought and adjudicated solely in the United States District Court for the District of Connecticut (Hartford). Vendor irrevocably submits to the personal jurisdiction of such courts and waives any objections regarding the venue of any suit, action, or proceeding being solely in such courts, that such courts are an inconvenient forum, or do not have jurisdiction over Vendor. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Contract.

26. Attorney Fees. Vendor will be required to pay any and all costs and expenses incurred or suffered by the CLC, its directors, officers, agents, employees, lottery retailers, and the State of Connecticut in enforcing Vendor's compliance with its obligations under the Contract, including, without limitation attorney's fees and costs.

27. Amendment. Except for change orders described in Section 5 of these General Terms and Conditions, the Contract may only be modified or amended by a writing executed by both parties.

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: CLC202006
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 D
CLC202006

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
CLC202006



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: CLC202006
Bid Description: "For Life" Annuities

Bidder's Full Name: _____

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	60317	_____	\$ _____
2	60318	_____	\$ _____

(Print Name)

(Print Title)

(Signature)
Duly Authorized

(Date)

ATTACHMENT H
CLC202006



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

- CHECK ONE:** Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
- Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

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

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

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

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 I
CLC202006

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11
Page 1 of 3



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

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

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

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 2 of 3



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name

MI

Last Name

Suffix

TITLE

COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,
www.ct.gov/seec
Click on the link to "Lobbyist/Contractor Limitations"