



Connecticut Lottery Corporation
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REQUEST FOR PROPOSALS

RFP Number: CLC202105
RFP Description: Sports Betting Solution – system and services
RFP Issue Date: May 10, 2021
Submission Due Date: May 27, 2021 by 3:00 p.m. Eastern Time

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

Part I. INTRODUCTION

The Connecticut Lottery Corporation (CLC) is soliciting competitive Proposals from qualified, experienced, and innovative Proposers for a Sports Betting Solution and related services and products (SB System or System). Legal authority for the CLC to offer sports betting and iLottery is anticipated in the near future, and that legislation, once signed by Connecticut's Governor, will be provided for use in preparing Proposals. Publicly available drafts of that legislation may become available earlier but will not be considered final authorization. Interested Proposers must submit their Proposals in accordance with the requirements and directions of this Request for Proposals (RFP). Proposers from outside of the United States may submit a Proposal, but they must become registered to do business in Connecticut (See, Part III, Paragraph C, Section 3 for further instructions).

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

- APPENDIX A:** Technical Requirements & Specifications
- APPENDIX B:** Price Proposal Form & Instructions
- APPENDIX C:** Department of Consumer Protection Licensing Applications for Vendors, Affiliates, and Key Persons

A contract award is contingent upon the Successful Proposer satisfying all requirements identified in this RFP, including, without limitation, it and its Key Employees obtaining vendor and occupational licenses from the Connecticut Department of Consumer Protection (DCP), the CLC's regulatory agency. See, Part V, Paragraph C. The contract with the Successful Proposer is also subject to prior review and approval by the CLC Board of Directors.

The anticipated initial duration of any resultant contract from this RFP will cover an implementation period plus ten (10) years of SB System operations. The CLC will have the option to extend the contract in its sole discretion for up to five (5) additional years in one or more extensions and in any combination of months or years under terms and conditions agreed upon by the parties.

This RFP is not a contract or an offer to contract and does not obligate the CLC to make an award to any Proposer, negotiate with any Proposer, or pay any costs or damages incurred by Proposers participating in this RFP. Unless and until a written contract is signed by the CLC and a Successful Proposer, the CLC shall have no obligations to Proposers.

Proposers are prohibited from making unsolicited contact with any CLC employee, member of the CLC Board of Directors, or State of Connecticut official concerning this RFP or the products or services described in it, except as set forth in Part I, Paragraph C. A Proposer’s failure to observe this restriction may result in its disqualification.

A. BACKGROUND INFORMATION and PROPOSED SCOPE OF WORK

Background. The CLC is a quasi-public agency with the mission of generating revenue for the State of Connecticut’s General Fund with the highest standards of good public policy and social responsibility. The CLC expects to be authorized to offer sports betting, both online and in up to fifteen (15) retail locations, with certain geographical restrictions relative to tribal land. The CLC also expects to be authorized to sell certain lottery games online, and will continue to sell lottery products statewide at approximately two thousand nine hundred (2,900) lottery retail locations, from independent neighborhood shops to convenience stores, package stores to supermarkets, bars and restaurants, and other diverse distribution outlets.

The CLC believes in, and actively supports, corporate responsibility initiatives that include responsible play awareness and education, support for small minority-owned, and other diverse businesses, and awareness of our environmental impact. The CLC is an entrepreneurial, team-oriented organization, seeking like-minded business partners that will help further these priorities. Through the alignment of product plans, marketing campaigns, and sales team efforts, the CLC has consistently ranked among the top ten best lotteries in the United States as measured by per capita sales. We expect to provide solid competition and garner significant market share with sports betting by providing similar efforts, and expect the same from the Successful Proposer.

Proposed Scope of Work. The purpose of this RFP is to find a strategic partner to provide, implement, operate, maintain, and fully support a flexible, reliable, secure, state-of-the-art SB System, as well as to provide the CLC with other related products and services. The CLC’s goals include: increasing CLC sales and General Fund transfers in a responsible manner; having the System serve as an important component of a fully integrated communications channel with retailers and players; attracting new players through a state-of-the-art player experience, creative player acquisition and promotional opportunities; developing and expanding a core player base by driving player engagement. The relationship between the CLC and its System partner will be based on mutual trust and respect. The CLC’s System partner is expected to adopt the same attitudes, concerns, and commitment towards the CLC’s product offerings, financial performance, legal and regulatory compliance, integrity, security, and utilization of Connecticut small and/or diverse suppliers as are held by the CLC.

The Successful Proposer will be responsible for providing a full service SB System for the mobile and retail channels, and complete back office solution to handle every aspect of allowing players to create accounts, fund accounts, place wagers, apply promotions, pay wins, withdraw funds, and adhere to all federal and state laws, local ordinances and all regulations. This includes but is not limited to creating and maintaining a secure System, and managing all Data that enters or is created by the System. More information on requirements can be found in Appendix A.

B. SCHEDULE

Proposer Written Questions	May 17, 2021 by 2:00 PM Eastern Time*
CLC Written Responses	By May 19, 2021, but some responses may be provided ongoing prior to this date
Proposal Submission Date	May 27, 2021 by 3:00 PM Eastern Time** Proposals must be submitted by email to Gregory.Smith@ctlottery.org
CLC Follow-Up Questions (if necessary)	TBD***
CLC Preliminary Notice of Award	June 10, 2021
SB System Go-Live Date	Fall 2021

Dates bearing an asterisk (*) are firm dates and times. All other dates are subject to change by the CLC.

Date bearing () is contingent on legislation being signed into law by CT Governor.**

*****If determined necessary, then the CLC will post the schedule for this according to the process described in the paragraph below.**

All changes to this RFP, including date changes, will be posted on the CLC's procurement website (<https://www.ctlottery.org/PublicSolicitations>) as well as the Connecticut Department of Administrative Services' procurement website (https://biznet.ct.gov/SCP_Search/default.aspx?Src=CISplash, Search Solicitations, Organization, drop down to "Connecticut Lottery Corporation") (together, the Websites). The CLC's website is the official source of information for all CLC procurements.

C. PROPOSER QUESTIONS

The sole CLC point of contact for this RFP prior to the award of any contract is Gregory Smith, President of CLC. Please direct all questions and other communications regarding this RFP by email only to gregory.smith@ctlottery.org. **Contact with any other CLC representative or State of Connecticut official concerning this RFP may result in disqualification.**

Proposer questions must be received by the CLC no later than the date and time set forth in Part I, Paragraph B. The CLC will only answer relevant questions that in its sole judgment will assist Proposers in providing responsive Proposals. The CLC may combine similar questions and give one answer. Proposers must identify the specific sections and page numbers of the RFP to which their questions relate, if applicable. The CLC prefers a simple text format; no columns or shading. The CLC will not respond to questions or clarification requests, or inquiries concerning the status of a Proposer's Proposal or the RFP, after May 19, 2021 unless delays occur in providing legal language beyond what is anticipated on the schedule above.

The CLC will confirm receipt of a Proposer's questions by email. Questions cannot be submitted via telephone or other means, but the CLC will accept telephone calls to confirm receipt of a Proposer's questions if the Proposer has not received an email confirmation.

The CLC will answer all relevant written questions by issuing one or more written addenda, which shall be a part of this RFP and may become part of any resulting contract. Addenda will be available on the Websites. **Each Proposer will be notified by email if the CLC has issued any addenda and, if so, is responsible for checking the Websites to review any addenda, and must complete its Proposal in accordance with this RFP as may be modified by the addenda.**

Only this RFP and the written addenda, if any, may be relied upon by Proposers. No other communications between the CLC and Proposers, including oral statements made by the CLC, shall waive, change, or otherwise modify any of the provisions of this RFP or bind the CLC.

D. SUBCONTRACTING/COLLABORATIVE PROPOSALS

If a Proposer intends to partner or subcontract with a third-party to fulfill some or all of the requirements in this RFP, then it must, prior to contract execution, identify the third-party and clearly and fully explain this collaborative arrangement, including the division of responsibilities. If a Proposer intends to utilize Subcontractors, but has yet to identify them, then the Proposal must include a description of the credentials that will be sought of such Subcontractors. If the Proposer does not intend to utilize Subcontractors, then the Proposer should say so.

Where two or more businesses desire to submit a single collaborative Proposal in response to this RFP, which includes a Proposal involving subcontracting, they must do so on a prime/subcontractor basis. The collaborating businesses must select a prime contractor that will be the CLC's sole point of contact for all RFP matters. In this RFP, a Proposer's partners and subcontractors are referred to as "Subcontractors."

If a collaborative Proposal is accepted, then the prime contractor (Successful Proposer) will be solely responsible for the collaboration's entire performance of the contract, including all project management, legal, and financial responsibility for the completion of all work, as well as for all acts, omissions, failures, and faults of its Subcontractors as if they were the acts, omissions, failures, and faults of the Successful Proposer.

Following award but prior to contract execution, the Successful Proposer will be required to provide for each known Subcontractor: (i) the information in Part III, Paragraph C, Sections 3 and 4 pertaining to the Subcontractor, (ii) details concerning the Subcontractor's relationship history with the Proposer; (iii) the Subcontractor's experience performing the subcontracted work; (iv) the measures the Proposer will implement to ensure the security and protection of the System and Data from compromise by the Subcontractor; and (v) who in the Proposer's company will oversee and enforce Subcontractor compliance with work requirements and applicable contract provisions.

E. CONTINUING DISCLOSURE OBLIGATIONS

Part III, Paragraph C, Sections 3, 4, and 5 of this RFP are subject to a continuing disclosure requirement; any change in information or circumstance experienced by a Proposer occurring after submission of a Proposal and before the execution of a contract must be disclosed promptly in writing to the CLC.

F. ADDITIONAL PROPOSER INFORMATION

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

G. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

The CLC will presume that each Proposer that submits a Proposal: (i) has read this RFP (including its addenda) and understands the CLC's needs and requirements; (ii) is capable of providing legal and regulatory-compliant products and services and performing all associated work that is necessary, incidental, or helpful to achieve the CLC's goals and objectives; and (iii) is familiar with and will comply with all federal, state, and municipal laws, ordinances, orders, decrees, decisions, regulations, and rules imposing obligations on it, as well as any mandatory professional, industry, and other standards related to the work described in this RFP. A Proposer's failure and/or omission to review or examine any information concerning this RFP shall in no way relieve it from any aspect of its Proposal or the related obligations. Additionally, Proposers agree to comply with Applicable Laws that are adopted in the future, even if such Applicable Laws conflict with the System as intended in the RFP, the Proposal, or the contract.

H. CLC RESERVATION OF RIGHTS

By submitting a Proposal, each Proposer agrees that the CLC, in addition to any rights set forth elsewhere in this RFP, may take any of the following actions, in its sole discretion, at any time:

1. Accept or reject any or all Proposals, in whole or in part, and to award or not award a contract based on Proposals received;
2. Waive any technicalities, informalities, irregularities, or non-material deficiencies in a Proposal;
3. Waive any mandatory, non-material specification(s) that cannot be complied with by all Proposers;
4. Waive any informality in the RFP process if doing so, as determined solely by the CLC, is in the CLC's best interest;
5. Conduct discussions with any or all Proposers for the purpose of clarification and/or modification of Proposals;
6. Arrange to receive products and services from other providers, or obtain or perform itself the products and services, sought under this RFP;
7. Solicit additional and/or new Proposals from anyone;
8. Clarify, supplement, modify, suspend, or terminate this RFP in whole or in part, or withdraw and reissue a new RFP with terms and conditions materially different from this RFP;
9. Obtain information from any and all sources concerning a Proposer that the CLC considers relevant to this RFP, and to consider such information in evaluating the Proposer's submission;
10. Make a whole award, multiple awards, a partial award, or no award;
11. Disqualify any Proposer whose conduct and/or Proposal fails to conform to the requirements of this RFP;
12. Negotiate contract provisions, including provisions not found in this RFP, with one or more potential Proposers in any manner the CLC deems fit (negotiations may be held with multiple proposers concurrently or on an individual basis at separate times as the CLC determines); and

13. Set aside the original Successful Proposer if the CLC determines that the Successful Proposer is unable to fulfill the CLC's requirements for any reason. The CLC may, but shall not be obligated to, award the contract to a different responsible Proposer.

Part II. DEFINITIONS

The following terms used in this RFP have the meanings below. Other capitalized terms used in this RFP are defined in the context in which they are used.

"Act" – the Connecticut Freedom of Information Act or "FOIA".

"Action" – any demand, cause of action, claim, lawsuit (through any appeals), mediation or arbitration, subpoena, inquiry, audit, proceeding, investigation, or enforcement action of any nature, whether civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

"ADA" – the Americans with Disabilities Act.

"API" – Application Programmable Interface.

"Applicable Law" – at any date of determination, any federal, state, and local laws, statutes, codes, ordinances, orders, decrees, decisions, regulations, rules, standards, regulatory or administrative guidance, or other restrictions of any government authority, as well as any professional and industry practices, methods, specifications, and standards, including, but not limited to those related to safety; security, including information security; privacy; intellectual property; export or transfer of products, technology, services, and data; performance; dependability; efficiency; and economy that may in any way be applicable to the SB System or the lawful performance of the contract, or that may commonly be followed or accepted by highly experienced SB System suppliers, in effect on such date.

"Authorized User" – the CLC and any of its employees, independent contractors, subcontractors, vendors, or any other person or entity authorized by the CLC or the Successful Proposer to access and use the SB System for the benefit of the CLC in or for the CLC's business.

"Backup Data Center" or "BDC" – the data center located in the United States that shall be ready at any moment to take over the operation of the System from the Primary Data Center.

"Breach of Security" – whether caused by an internal or external source, (i) any actual or reasonably suspected unauthorized use of, loss of, acquisition of, access to (including ransomware attacks), corruption of, or disclosure of Data in the control, custody, or possession of the Successful Proposer (or a Subcontractor); (ii) any actual or reasonably suspected compromise to the security, integrity, or availability of the SB System; or (iii) any security breach or security incident (or substantially similar term) as defined by or used under Applicable Law.

"CLC" – the Connecticut Lottery Corporation.

"CLC Sensitive Information" – during the RFP process until contract execution, "CLC Sensitive Information" means non-public or proprietary information and documentation concerning the CLC however acquired by or provided to a Proposer, and any materials created by a Proposer using information concerning the CLC.

"Cure Period" – has the meaning set forth in Part V, Paragraph G.1, unless a different Cure Period is identified.

"Data" – any data or other content or information provided to the Successful Proposer by or on behalf of the CLC, or collected, used, Processed, stored, generated, or created in connection with the SB System, including, without limitation, CLC Sensitive Information; state and federal protected business and personal information by which an individual can be identified, whether or not publicly available, and includes any Retailer, employee, or player information; and other information protected by applicable state and federal data security and privacy laws.

"DCP" – the Connecticut Department of Consumer Protection, the CLC's regulatory agency.

“Documentation” – all written materials in any form or medium pertaining to the SB System including, without limitation, any and all operator and user manuals, training materials, guides, commentary, on-line help files that the Successful Proposer customarily furnishes to customers for use in conjunction with and for the operation of the System, and any other materials prepared in connection with any System update, upgrade, or new release, and shall include any updated versions of Documentation.

“EFT” – Electronic Funds Transfer.

“FOIA” - the Connecticut Freedom of Information Act or “Act”.

“Go-Live Date” – As defined in the RFP Schedule, Part I, Paragraph B or that first date of operation of the Successful Proposer’s SB System designated by the CLC when the CLC uses the System for normal sports betting transactions.

“Holidays” – New Year’s Day, Martin Luther King Day, Lincoln’s Birthday, Washington’s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, and Christmas Day. The CLC may, in its sole discretion, change the number of Holidays and corresponding dates.

“Implementation Services” – the combination of all the technical and other specifications in this RFP that allow the System to properly and correctly function.

“Incurable Default” – a breach or default that by its nature or by reason of prevailing circumstances is incapable of being cured, but does not include the failure to perform a time-sensitive obligation where it is possible to subsequently perform that obligation. For example only and without limitation, an Incurable Default includes: (i) a breach that continues beyond the relevant Cure Period after CLC notice thereof; (ii) a breach of Part V, Paragraph G.1.a (False Representations and Warranties), Paragraph G.1.b (Abandonment), Paragraph G.1.d (Adverse Harm to CLC), and Paragraph G.1.e (Failure to Maintain DCP Licensing); (iii) a Breach of Security; (iv) a breach of an obligation if there have been two (2) prior breaches of such obligation within the immediately preceding one (1) year period; and (v) repeated breaches (whether of the same kind or different) year after year during the contract that demonstrate, in the CLC’s sole judgment, a persistent inability or a persistent unwillingness to comply with obligations under the contract.

“Intellectual Property” – all intellectual and similar property rights such as: inventions, discoveries, or improvements, including patents, patent applications and certificates; trade secrets, know-how; compilation, arrangement, or selection of Data and other works of authorship or expression, including copyrights and future copyrights; trademarks, service marks, logos, taglines, designs and trade dress; and similar property under any laws or international conventions throughout the world.

“Intellectual Property Rights” – any rights regarding Intellectual Property, including the protection of Intellectual Property under any laws or international conventions throughout the world, including the right to apply for registrations, certificates, or renewals with respect thereto, and the rights to prosecute, enforce, and obtain damages.

“Key Persons” – the directors, officers, employees, and other representatives of the Successful Proposer that (i) perform duties directly related to the contract; (ii) have supervisory authority over any person who performs duties directly related to the contract; or (iii) have access to CLC Sensitive Information.

“Kiosk” – self-service terminal or SST used in retail locations for customers to enter funds and place wagers as part of the SB System provided and maintained by the Successful Proposer. Each must be ADA compliant and fully tested and certified prior to being deployed.

“Liquidated Damages” – has the meaning set forth in Part V, Paragraph O

“Loss” – in connection with an Action that is subject to defense and indemnification under this RFP and the contract, all damages, awards, settlements, judgments, fines, penalties, costs, and expenses of whatever kind, including, without limitation, attorney and professional fees and court costs; costs of investigation, discovery, and litigation (through any appeals); as well as costs of enforcing a Proposer’s/Successful Proposer’s indemnification obligations and pursuing any insurance providers.

“Permitted Uses” – has the meaning set forth in Part V, Paragraph E.

“Preliminary Notice of Award” – has the meaning set forth in Part IV, Paragraph B.

“Price Proposal” – means that part of a Proposal described in Part III, Paragraph C, Section 9 and Appendix B.

“Primary Data Center” or “PDC” – the location within the United States where the Successful Proposer will house the servers, networking components, and other infrastructure related to the System.

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

“Proposal” – all materials, information, and documents submitted by a Proposer in response to this RFP, as well as to any information request made by the CLC at any time during the RFP process (e.g., addenda, clarifications, modifications, demonstrations/presentations, best and final offers).

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

“Records” – has the meaning set forth in Part V, Paragraph Q.

“RFP” – this Request for Proposals, including all of its attachments and all addenda.

“SB System” or “System” – the comprehensive technology solution and infrastructure that will be provided by the Successful Proposer to operate, manage, support, and perform other services for the sports betting environment in Connecticut. The System includes, but is not limited to, the combination of:

- (i) computers, software, hardware, databases, networks, servers, operating systems, facilities, equipment, components (e.g., kiosks and peripherals), elements, and Processing capabilities and configurations, and any required and additional System options selected by the CLC;
- (ii) updates (e.g., fixes or incremental enhancements), upgrades (i.e., major changes to capability and functionality of the System), and new releases;
- (iii) all licenses, including licenses to Intellectual Property;
- (iv) Documentation; and
- (v) all services, labor, project management, expertise, testing, training, maintenance and support, and other work (including pursuant to any warranty obligations)

as further described in the RFP, which would be helpful to the CLC in meeting its RFP goals and objectives, or which is customarily included with a system of the scope and scale as the System that the CLC seeks to procure, to perform all sports betting functions (e.g., sales, validations, claims) and control, monitor, and report all sports betting activity. The “System” includes all of the foregoing items (i) through (v) whether provided directly by the Successful Proposer or through the use of Subcontractors and third-party services.

“Security Program” – has the meaning set forth in Part V, Paragraph F.1

“Service Levels” – has the meaning set forth in in Part V, Paragraph O

“Subcontractor” – has the meaning set forth in Part I, Paragraph D.

“Successful Proposer” – the business that the CLC selects to provide the SB System pursuant to this RFP, subject to the execution of a contract approved by the CLC Board of Directors.

“System” – See “SB System” definition.

“Technical Proposal” – means that part of a Proposal described in Part III, Paragraph C, Section 7 and Appendix A.

“UAT” – user acceptance testing, meaning the extensive verification process to demonstrate and ensure that the System conforms to all requirements.

“UI” – User Interface.

“VPN” – Virtual Private Network.

PART III. SUBMISSION REQUIREMENTS & PROPOSAL CONTENTS

A. SUBMISSION REQUIREMENTS

1. Delivery of Submissions

Proposers must submit their full proposal by email to gregory.smith@ctlottery.org. If documents are too large for successful submission by email, then Proposers must provide other commonly used means for transmitting documents such as Dropbox.

See Part III, Paragraph B for instructions on submitting a second electronic version of Proposals redacted to exclude Proposer Confidential Information.

The CLC must receive Proposals on or before the Submission Date set forth in Part I, Paragraph B. Proposers are solely responsible for ensuring timely delivery. The CLC will NOT accept late Proposals (unless clearly and directly due to COVID-19 delivery delay, or technical difficulties in transmitting documents that are out of Proposer’s control).

The following pages of the Proposal must be signed by an authorized representative of Proposer: (i) the Introduction Letter, (ii) the Price Proposal, and (iii) all forms included with this RFP containing a signature line. The CLC may reject Proposals that do not bear signatures.

2. Withdrawal of Proposal/ Proposals Valid for One Year

A Proposer may modify or withdraw a Proposal in writing provided that the CLC receives the request prior to the Submission Date. Proposals, including, without limitation Proposer clarifications and pricing provided, are considered valid, and may not be withdrawn, cancelled, or modified by Proposers, for one (1) year after the Submission Date, or until the commencement date of any resulting contract, whichever comes first. Any supplemental information submitted by a Proposer after the Submission Date in response to the CLC’s request (e.g., clarifications, best and final offers) automatically extends the acceptance period for an equal time period.

B. FREEDOM OF INFORMATION ACT

All Proposals and documents submitted to the CLC in connection with this RFP are subject to disclosure to the public under the Connecticut Freedom of Information Act (Act), unless exempted by law. Proposers must clearly identify any portion(s) of their Proposals that contain financial, proprietary commercial information, trade secrets, or other highly sensitive, competitive information that they consider to be exempt from public disclosure by the CLC (Proposer Confidential Information). Proposer Confidential Information must be identified as follows: (i) each page containing Proposer Confidential Information must contain a footer with the word “CONFIDENTIAL,” and (ii) the beginning of Proposer Confidential Information must be noted “CONFIDENTIAL INFORMATION BEGINS HERE,” and the end of Proposer Confidential Information must be noted “CONFIDENTIAL INFORMATION ENDS HERE.” Proposer must also provide a second electronic copy of its complete Proposal (including pricing) with Proposer Confidential Information redacted and clearly labeled as the “Public Copy.” **The CLC will interpret a Proposer’s failure to comply with this “Public Copy” requirement as Proposer’s acknowledgment that its Proposal contains no Proposer Confidential Information and, therefore, may be disclosed in full to the public upon request.**

Pricing, resumes, and marketing information are subject to public disclosure. Proposers may not preface their Proposals with a general proprietary statement, or use page headers or footers that arbitrarily mark **all** pages confidential. **If the CLC receives a request for a copy of a Proposal, then the CLC will provide the Public Copy to the requester without notice to or review by the Proposer. Accordingly, each Proposer is solely responsible for, and the CLC shall have no liability to a Proposer for, the inclusion of any Proposer Confidential Information contained in the Public Copy or the provision of a Public Copy to a third-party.**

By submitting a Proposal with portions marked “CONFIDENTIAL,” a Proposer represents that it has a good faith belief that such portions are exempt from public disclosure under the Act. If the CLC receives a request for Proposer Confidential Information, then it will notify the Proposer. The Proposer may provide written consent to the disclosure, or it may object to the disclosure by notifying the CLC in writing of the basis for its objection, including the statutory, judicial, or other legal exemption(s) from disclosure.

Proposers agree that the CLC will not be liable for any disclosure of Proposer Confidential Information under any circumstance. Proposers will indemnify, hold harmless, and, if requested by the CLC but at Proposer’s sole cost and expense, defend the CLC (including its directors, officers, and employees whether named in their individual or official capacities) from and against any and all Actions, and, in each case, will on demand, pay and reimburse the CLC for associated Losses arising out of, resulting from, or related to (or which the CLC alleges relate to): (i) the CLC’s complete or partial nondisclosure of claimed Proposer Confidential Information and (ii) the CLC’s complete or partial public disclosure of any claimed Proposer Confidential Information if the CLC reasonably determines disclosure is required by law, or if disclosure is ordered by any judicial, administrative, or other governmental body. A Proposer’s obligations under this paragraph shall be immediate upon the CLC’s written notice and tender. Upon the CLC’s request, a Proposer will promptly and diligently cooperate and assist the CLC in replying to and defending against any complaint in connection with CLC’s nondisclosure of claimed Proposer Confidential Information, including providing appropriate witnesses and documents.

C. CONTENT REQUIREMENTS

Proposals must be clear and thorough, and all pages of the Proposal must be numbered:

Section 1: Introduction Letter

Proposers must submit an introduction letter providing the following information:

1. Proposer’s understanding of the work to be performed, commitment to deliver the proposed solution.
2. Proposer’s declaration that it possesses the particular qualifications, experience, capabilities, and resources available that will enable it to meet the CLC’s wants, needs, and expectations.
3. Summary of Proposer’s work process, product and service warranties and guarantees, and any particular practices it employs to ensure the quality of its products and services and that products and services are delivered on-time and according to customer specifications and requirements in a consistent manner.
4. Explain what differentiates the Proposer from its competitors and why the CLC should select the Proposer to provide the products and services solicited in this RFP.
5. Certification that the Proposer (including its collaborating partners and Subcontractors, if any) has reviewed and approved the Proposal, and that the individual signing the Proposal is authorized to sign and submit it on Proposer’s behalf and bind the Proposer to deliver on its response to this RFP.

Section 2: References

Provide three (3) references who are customers for which Proposer has performed work similar to that requested in this RFP. For each reference, provide the name of the company, address, contact person, telephone number, email, description of the products and services provided, and the date the products and services were provided. If utilizing a Subcontractor for a primary or functional aspect of the work, then provide two (2) customer references for it. Reference checks may include, without limitation, inquiry into the Proposer’s performance on similar projects, compliance with specifications, and ability to meet project deadlines. The CLC may also independently check information sources other than the Proposer’s references for purposes of evaluating the Proposer’s responsibility, experience, skill, and business standing.

Section 3: Proposer’s Business Structure and Operations

Each Proposer shall provide the following information with respect to its legal structure and business operations. For the purposes of this RFP, an “owner” is an individual or legal entity with ten percent (10%) or more equity in the Proposer.

1. Full business name and the street and mailing address of its principal place of business, as well as for all locations from which the work under this RFP will be performed if different from the principal office.

If a Proposer is a corporation or other legal entity that is required to file or register with the Connecticut Secretary of the State's Office, then it must have a current certificate of authority or registration to do business in the State of Connecticut that is on file with such office. The CLC may request acceptable evidence of any Proposer's authority to do business in Connecticut following the submission of its Proposal. The Successful Proposer must be authorized to conduct business in Connecticut.

2. The name, title, address, telephone number, and email address of the Proposer's primary point of contact for this RFP.
3. Proposer's founding and history; ownership structure; the names of principals/owners; the number of employees; and the number of years in business providing the products and services requested in this RFP. Provide Proposer's organizational chart.
4. Legal structure and key participants, including:
 - a. If a corporation: the names of all corporate officers and directors, and the names of all stockholders having ten percent (10%) or more equity in the corporation.
 - b. If a partnership, LLP, LLC, or joint venture: the names of the general partners, the limited partners or members, and the owners.
 - c. Any parent company or subsidiaries of Proposer.
5. Account Staffing. For each Key Person that will be assigned to the CLC's account, provide their name and title, location, experience providing the products and services the CLC is procuring, number of years employed by Proposer, and their responsibilities if the contract is awarded to Proposer.

The Successful Proposer is required to notify the CLC prior to replacing or substituting Key Persons or Subcontractors performing work under the contract (except for vacancies due to termination or resignation, personal circumstances, and incapacity of workers). The Successful Proposer is also required to notify the CLC of any material change in the background status of any Key Person or Subcontractor, including, but not limited to, due to unlawful or dishonest conduct. The Successful Proposer must notify the CLC within ten (10) Business Days of any such material change. The CLC has the right at any time to direct the immediate removal and replacement of any Key Person or Subcontractor that the CLC, in its sole judgment, finds unfit to perform work or whose conduct is detrimental to the CLC's best interests. The CLC may seek damages or recoup expenses for any work interruption or delay due to any Successful Proposer staffing or Subcontractor issues, including DCP licensing issues.

6. Any known related party relationships (professional or personal) between the Proposer (or its owners, officers, directors, primary members, or Subcontractors) and a CLC director, officer, or employee.
7. Any judgement or settlement within the past two (2) calendar years related to the Proposer's products and services and any pending, threatened, or reasonably anticipated action, suit, proceeding, investigation, or litigation, whether judicial, administrative, or otherwise (including without limitation any bankruptcy, reorganization, insolvency, or similar proceeding) involving the Proposer.
8. The details of all pleas, indictments, convictions, findings of fault and liability (e.g., fines, penalties, damages), or consent agreements, against the Proposer and/or its owners, members, directors, and officers (regardless of place of employment) involving fraud, misrepresentation, criminal offense, or violation of any federal, state, or local ethics law, regulation, ordinance, code, policy or similar standard.
9. Connecticut Small Business & Diverse Supplier Participation. The CLC believes in supporting Connecticut small businesses as well as the state's minority-, women-, service-disabled veteran-owned, and other underutilized

small businesses through its procurement activities. This RFP, however, is not restricted to Connecticut businesses nor those designated as small and/or minority- owned businesses. Proposer should describe its efforts in identifying, recruiting and encouraging participation by these businesses in its subcontracting opportunities under this RFP and its small and/or diverse business subcontractor participation goals (e.g., participation goals may be expressed in terms of number of subcontractors, quantity of spending, as a percentage of the total contract dollar value, etc.), as well as confirm its commitment to make a good faith effort to achieve these goals during the contract.

Change in Ownership

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

Conflicts of Interest

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

Section 4: Proposer's Prior Performance Issues

Each Proposer shall state whether it has experienced any of the following events:

1. During the last three (3) years, it, its parent, or subsidiary has had any contracts terminated for its default or cause. If so, then the Proposer must submit full details of the contract termination.
2. It, its parent, or subsidiary has ever been debarred or otherwise prohibited from contracting or submitting proposals or bids for contracts with: the State of Connecticut or any other state, Native American body, or other governmental or quasi-governmental entity within the United States. If so, then the Proposer must fully identify the authority issuing the debarment prohibition, describe the reason(s) for the debarment/prohibition, and state the inclusive dates thereof.
3. During the last three (3) years, it, its parent, or subsidiary has been assessed penalties or liquidated damages under any of its existing or past SB System contracts. If so, then the Proposer must explain the reason(s) and the amount of such penalty or liquidated damages.
4. During the last five (5) years, it, its parent, or subsidiary has been investigated by any governmental agency or was the subject of any order, judgment, or decree of any federal, state, municipal, or provincial authority barring, suspending, or otherwise limiting the right of the Proposer to engage in any business practice or activity, or if trading in the stock of the Proposer has been suspended. Information, including a complete copy of such order, judgment, or decree, must be provided to the CLC, with appropriate and accompanying date(s) and explanation(s).

Section 5: Proposer's Financial Statements

The Successful Proposer must be financially sound and stable and able to perform the terms and conditions of the contract. Each Proposer must provide the following information:

1. Audited financial statements for the last three (3) completed fiscal years; and

2. If the Proposer is a subsidiary of another company, then financial statements for the parent company for the same periods must be provided with the Proposer's statements. The Proposer must also submit a letter, signed by an authorized representative of the parent company, stating that the parent company will guarantee the Proposer's full, prompt, and complete performance if it is awarded the contract, including any and all of Proposer's financial commitments, obligations, and liabilities.

The Proposer's Chief Financial Officer must provide a signed and dated statement that the financial statements submitted are prepared in accordance with Generally Accepted Accounting Principles (GAAP) accepted in the United States of America and fairly represent the financial condition of the Proposer as of the Proposal Submission Date.

Change in Financial Condition

If a Proposer experiences a change in financial condition prior to the award of a contract or during the term of the contract with the CLC, then the Proposer is required to notify the CLC in writing at the time the change occurs or is identified. A "change in financial condition" is any event that, following GAAP (or the international equivalents to the extent available), would require a disclosure in the annual report of a publicly traded United States corporation or that would be required to be disclosed under state or federal law. Failure to notify the CLC of such a change may result in rejection of Proposer's Proposal or termination of the contract, in the sole discretion of the CLC.

Section 6: Affidavits and Certifications

The following procurement forms, available via the links below, must be executed and submitted with the Proposal in the order listed. PDF copies of wet-ink signatures are acceptable.

- Consulting Agreement Affidavit – OPM Ethics Form 5
[https://ctlottery.org/Content/pdfs/Bids/Forms/Consulting_Agreement_Affidavit_\(OPM_Ethics_Form_5\).pdf](https://ctlottery.org/Content/pdfs/Bids/Forms/Consulting_Agreement_Affidavit_(OPM_Ethics_Form_5).pdf)
- Affirmation of Receipt of State Ethics Laws Summary – OPM Ethics Form 6
[https://ctlottery.org/Content/pdfs/Bids/Forms/Affirmation_of_Receipt_of_State_Ethics_Law_Summary_\(OPM_Ethics_Form_6\).pdf](https://ctlottery.org/Content/pdfs/Bids/Forms/Affirmation_of_Receipt_of_State_Ethics_Law_Summary_(OPM_Ethics_Form_6).pdf)
- Iran Certification – OPM Ethics Form 7
[https://ctlottery.org/Content/pdfs/Bids/Forms/Iran_Certification_Form_\(OPM_Ethics_Form_7\).pdf](https://ctlottery.org/Content/pdfs/Bids/Forms/Iran_Certification_Form_(OPM_Ethics_Form_7).pdf)

The Successful Proposer must submit the following procurement forms prior to executing an agreement with CLC:

- Nondiscrimination Certification – Form C
https://ctlottery.org/Content/pdfs/Bids/Forms/OPM_Nondiscrimination_Certification_-_Form_C.pdf
- Gift & Campaign Contribution Certification Form – OPM Ethics Form 1
[https://ctlottery.org/Content/pdfs/Bids/Forms/Gift_and_Campaign_Contribution_Certification_Form_\(OPM_Ethics_Form_1\).pdf](https://ctlottery.org/Content/pdfs/Bids/Forms/Gift_and_Campaign_Contribution_Certification_Form_(OPM_Ethics_Form_1).pdf)
- Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations – SEEC Form 10
[https://ctlottery.org/Content/pdfs/Bids/Forms/Notice_to_Executive_Branch_State_Contractors_and_Prospective_State_Contractors_of_Campaign_Contribution_and_Solicitation_Limitations_\(SEEC_Form_10\).pdf](https://ctlottery.org/Content/pdfs/Bids/Forms/Notice_to_Executive_Branch_State_Contractors_and_Prospective_State_Contractors_of_Campaign_Contribution_and_Solicitation_Limitations_(SEEC_Form_10).pdf)

In the event the above links are unavailable or inactive, Proposers can find the forms on the CLC's Procurement website at <https://ctlottery.org/ProcurementForms>.

The CLC will require the Successful Proposer to complete and return additional state public contracting forms following contract award. Proposers are subject to a continuing disclosure requirement; any such matter or change in circumstance occurring after submission of a Proposal and, with respect to the Successful Proposer after the execution of a contract, must be disclosed promptly in writing to the CLC. **The CLC will not enter into or continue a contract with a Successful Proposer that fails or refuses to comply with documentation and disclosure requirements.**

Section 7: Technical Proposal

This Section 7 should establish the Proposer's understanding of the CLC's requirements and specifications in Appendix A of this RFP. The Proposal must clearly establish the Proposer's intentions and ability to meet these requirements and

specifications, explaining specific methodologies, techniques, management oversight, and other critical deliverables that will be present at the start and throughout the duration of the SB System contract.

Assuming a contract is signed by both parties on June 30, 2021, Proposer must project when they can have their mobile channel fully tested and ready to accept accounts and wagers, and when they can have fully functioning kiosks and teller stations in any already existing retail locations. In short, this is your projected Go-Live Date, and can be expressed as “x week of month” or a specific date incorporating your assumptions.

The CLC is looking for a strategic partner that will share their process and planning for developing, implementing, testing, and training on a new SB System, and how to get that System and all of its components working properly in each channel on the Go-Live Date. The work that the Proposer will do and the work that the CLC will do must align together as one plan, with active and engaged communication.

The CLC is looking for a strategic partner that will collaborate and coordinate with the CLC while operating the SB System and its integrated components and functions in an effort to grow revenue.

The Successful Proposer must work closely with the CLC to ensure integrity, security, and reliability in all aspects of this working partnership.

Section 8: Exceptions, Variances, and Deviations

Proposers are responsible for carefully reviewing all requirements and specifications identified in this RFP, including but not only those set forth in Appendix A. If a Proposer has any exceptions to or variances from the requirements and specifications, then it must identify and explain the reason for them for the CLC’s consideration. Absence of exceptions and variances will mean that the Proposer accepts and can meet all of the CLC’s requirements and specifications.

Section 9: Price Proposal

Appendix B describes the manner and format in which Proposers must submit pricing for the CLC’s consideration. Proposers must submit a Price Proposal – completed and signed – using the uniform format provided. Please read the pricing instructions carefully in order to provide a responsive Proposal.

Pricing must be entered into excel file provided, and submitted as excel file format. A printed, signed page of this file must also be submitted as a separate PDF. The pricing proposal is designed so you can provide basic revenue share on simple NGR calculations, or to accommodate variables that you may recommend related to marketing & promotions, and for other services. Prices or percentages must be provided for each of the ten (10) years as indicated. We also require that you complete the example calculation to ensure CLC’s complete understanding of your financial proposal.

All pricing must be in U.S Dollars, and all percentages must be limited to two decimal places (e.g.: xx.yy%). All pricing is considered valid for one year, or until an agreement is signed with the Successful Proposer.

PART IV. EVALUATION AND NOTICE OF AWARD

A. METHOD OF AWARD AND PROCESS

The CLC will select the Proposal that, all things considered, the CLC determines to be in its best interest. The CLC may consider any objective and subjective factors it deems relevant such as, but not limited to: a Proposer’s experience; Proposer’s ability to demonstrate strategic partnership thinking; Proposer’s ability to describe the fullness of its System development; Proposer’s management and operations, Proposer’s security efforts at the start and ongoing; Proposer’s ability to demonstrate its responsiveness, timeliness, and creative problem solving; and Proposer’s ability to demonstrate its thoroughness and commitment to first-time quality in launching and maintaining System or making software changes and improvements.

Prior to making its selection, the CLC may request additional information and may require presentations from Proposers. The CLC may also conduct discussions with “short-listed” Proposers determined by the CLC, in its sole judgement, to be the most qualified to provide the requested products and services and with Proposals within an acceptable competitive range. The CLC may ask a Proposer to submit best and final terms after it reviews all Proposals, including any offered System options.

However, the CLC is under no obligation to request additional information or engage in pre-selection discussions, and may make its final selection without doing so. Therefore, Proposers are advised to submit their best Proposals in response to this RFP as the CLC may make a contract award based solely on the content of initial submissions.

The CLC may also independently obtain information from sources other than a Proposer, including, without limitation, information concerning the Proposer's reliability, its experience and capabilities, and its performance under other contracts, that the CLC deems pertinent to the RFP, and may consider such information in the Proposal evaluation process.

B. PRELIMINARY NOTICE OF AWARD; THE CONTRACT

A Preliminary Notice of Award will be sent to the Successful Proposer. **The making of a Preliminary Notice of Award does not provide a Proposer with any rights and does not impose upon the CLC any obligations. The CLC is free to withdraw a Preliminary Notice of Award at any time and for any reason. A Proposer has rights, and the CLC has obligations, only if and when a contract is executed by the CLC and the Successful Proposer.**

Award Publicity Prohibition: The Successful Proposer(s) will not issue any public statement (e.g., press releases, tradeshow conversations) promoting itself in connection with this RFP or any arrangement entered into under this RFP without prior written approval from the CLC in each instance.

Final approval of award is subject to the Successful Proposer's execution of a definitive written contract with the CLC, its submission of all procurement documents and information requested by the CLC, and its fulfillment of all background check, DCP licensing, and other requirements the CLC imposes as a condition of the contract.

The Successful Proposer and its Key Persons must be separately licensed by the DCP (See, Part V, Paragraph C). The CLC will withdraw a Preliminary Notice of Award or terminate a contract if the Successful Proposer fails to promptly and cooperatively comply with licensing requirements. The DCP may require individuals to become fully licensed before performing any work on the contract.

Any contract the CLC may award as a result of this RFP will be based upon this RFP, including all attachments, any addenda, and some or all portions of the Proposal submitted by the Successful Proposer, and will include provisions required by the CLC and other mutually agreeable terms and conditions. The CLC reserves the right to award the contract without further negotiations, or negotiate some or all terms and conditions of the contract. A Proposer must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the contract, and any Proposal that is contingent on the CLC negotiating with a Proposer may be rejected.

Negotiations may result in minor or material changes to the Proposal and/or the RFP, including, without limitation, changes to the original scope of work, schedule of work, and financial, technical, and operational terms, conditions, and requirements. Negotiations may be terminated by the CLC, in its sole discretion, at any time for any reason. If the CLC and the Successful Proposer are unable to reach agreement, then the CLC will cease negotiations and has the option of engaging another party for the products and/or services being procured under this RFP.

PART V. SPECIAL PROVISIONS

The CLC contemplates that, in addition to the terms, conditions, and requirements in this RFP, the contract between the CLC and the Successful Proposer will include, without limitation, the following draft special provisions. The CLC's final contract offer may contain additional provisions or provisions worded differently from those set forth below.

A. INTEGRITY OF THE SUCCESSFUL PROPOSER

The CLC is a sensitive enterprise and its success depends on maintaining the public trust and confidence. The CLC operates with the highest standards of security and integrity, and its vendors are held to the same standards. Therefore, it is essential that operation of the CLC, and the operation of vendors doing business with it, avoid any impropriety or appearance of impropriety. Because of this, the Successful Proposer, its Subcontractors, and their respective employees must:

- Provide consistent, high quality product and service solutions;
- Act with uncompromising integrity and honesty and with high regard for the public good;

- Avoid activities reasonably judged by the CLC to adversely affect or reflect on the CLC, the State of Connecticut, or the sports betting industry;
- Be accountable for their actions and results and deliver on their commitments;
- Comply with Applicable Law, including Connecticut statutes and regulations applicable to contractors doing business with the State of Connecticut; and
- Report all actual or potential issues, problems, defects, changes, performance degradations, incidents, breaches, and other matters concerning the System, the contract, or any work immediately to the CLC upon detection, and provide the CLC full and prompt access to any and all records and reports related thereto upon its request.

B. SUBCONTRACTING

No work required under the contract, except as initially agreed upon, may be subcontracted to any individual or entity without the CLC’s prior written consent, in each instance, which may be withheld or conditioned, or at any time for any reason revoked, in the CLC’s sole discretion. The CLC’s prior written consent is not necessary for the purchase of commercially available products and services that are ancillary for the completion of the contract (as determined by the CLC). For avoidance of doubt, in the event a Subcontractor is engaged by the Successful Proposer to provide products or services for critical System functions or components (e.g., modules) or to host or assist with the implementation of the System, or whose work requires it to handle CLC Sensitive Information, then the CLC’s prior written consent is required. If CLC approval is given, then the Successful Proposer will ensure that its Subcontractors are responsible and experienced to perform the subcontracted work. The Successful Proposer will be fully and solely responsible for and be strictly liable to the CLC for the proper supervision, coordination, and performance of its Subcontractors and all others it hires to perform or assist in performing any work, and will not be relieved by their non-performance.

Approved Subcontractors will be subject to all provisions of the contract applicable to their engagement, including, without limitation, skilled and sufficient staffing, information security and privacy, DCP licensing, insurance, and other requirements determined by the CLC at the time of contracting, and the Successful Proposer will ensure the full compliance of their Subcontractors with these provisions.

C. DCP LICENSING REQUIREMENTS; BACKGROUND CHECKS

Due to the sensitive nature of the contract, the Successful Proposer and its Key Persons must be separately licensed by the DCP in accordance with § 12-815a of the Connecticut General Statutes.

The DCP’s Vendor/Affiliate License Application and Occupational License Application for Key Persons are provided in Appendix D for Proposers to review the information and documentation requirements.

Estimated DCP licensing fees are as follows:

- Vendor License: \$250 per corporation
- Affiliate License: \$250 per Subcontractor
- Occupational Licenses: \$100 per Class I employee; \$20 per Class II director, officer, or owner

The CLC, the DCP, and/or the Connecticut State Police may, prior to the commencement of the contract and at any time during the contract, initiate investigations deemed proper and necessary to determine the ability of the Successful Proposer and its Key Persons to perform the contract, whether such performance takes place in Connecticut or elsewhere. Such investigations may include, but are not limited to, fingerprint identification by the Connecticut State Police, and financial and criminal background investigations on Key Persons. The Successful Proposer consents to such investigations and will cause its Key Persons to fully cooperate with such investigations and to provide all necessary information and authorizations in connection therewith. The CLC may terminate the contract based upon the results of these investigations or for the Successful Proposer’s failure to comply with DCP licensing requirements.

D. PROHIBITION AGAINST GAMING PARTICIPATION

The Successful Proposer will notify Key Persons that they and certain members of their households are prohibited from purchasing and participating in, or sharing the winnings from any sports betting available in Connecticut.

E. CLC SENSITIVE INFORMATION

The CLC may share non-public information and documentation with the Successful Proposer that is confidential information (CLC Sensitive Information). Additionally, the Successful Proposer may procure, develop, generate, collect, use, store, and otherwise process information and documentation for the CLC during the contract that the Successful Proposer also acknowledges is CLC Sensitive Information. "CLC Sensitive Information" also includes any information and content placed on, Processed or created by, or that is derived from the System (e.g., analytics, reports) that is exempt from public disclosure under the Act. Sensitive information need not be novel, unique, copyrightable, or constitute a trade secret to constitute CLC Sensitive Information under the contract. The Successful Proposer agrees that all CLC Sensitive Information, whether or not marked "Confidential," and whether documentary, electronic, oral, observational, or otherwise, is and will remain the CLC's exclusive property.

The Successful Proposer will protect all Data, especially CLC Sensitive Information, and will not (i) disclose or cause to be disclosed to any third-party, or (ii) use or cause to be used, any CLC Sensitive Information, for any purpose, except: (a) to the extent necessary to perform the contract or (b) with the CLC's prior written consent in each instance (collectively, the Permitted Uses). The Successful Proposer will limit access to CLC Sensitive Information to its Key Persons and Subcontractors that have a need-to-know to such information for the Permitted Uses and are advised of the privacy, confidentiality, and information security requirements of the CLC prior to access. The Successful Proposer will retain only Subcontractors that are capable of complying with CLC's confidentiality requirements, and the Successful Proposer will be responsible for, and remain liable to the CLC for, its Subcontractors' compliance.

The Successful Proposer will exercise a level of care to prevent the disclosure and misuse of CLC Sensitive Information equal to or exceeding the level of care that it exercises to secure and protect its own non-public, sensitive, confidential, and proprietary information, but not less than reasonable care and diligence.

If the Successful Proposer receives a request for disclosure of any CLC Sensitive Information (for example only, under FOIA or by subpoena), then it must immediately notify and consult with the CLC as to how to respond to the request.

F. SECURITY PROGRAM

1. The Successful Proposer must maintain a comprehensive written security program for the SB System and System information (Security Program), which shall encompass, but is not limited to, the SB System environment (the combination of hardware, software (including firmware), programs, equipment, peripherals, facilities, etc.), as well as Data and transactions Processed by the System, software contained in or used with the System executed or installed on any device connected to a CLC information system or network, and any of the Successful Proposer's services that support or maintain the System.

The Security Program must include reasonable and appropriate technical, organizational, administrative, and physical security controls and countermeasures to protect the confidentiality, integrity, and availability of: (i) the System environment and (ii) Data, including CLC Sensitive Information, over which the Successful Proposer has direct or indirect access, possession, or control, and whether at rest in hosting and Primary Data Center and Backup Data Center of the Successful Proposer, or in-transit, from and against internal and external threats or hazards. The content and implementation of the Successful Proposer's Security Program shall be fully documented in writing and available to certain CLC personnel upon request.

See Appendix A, for additional Security Program information and Security Program Plan submission requirements.

2. Transparency of System Controls; Security and Operations Audits.

a. No less than twice annually, the Successful Proposer and Subcontractors that handle Data and/or host or perform other critical functions related to the System will provide a report to the CLC President & CEO (either in writing or verbally, at the President's election) concerning the System and their operations, including changes, strengths/weaknesses, processes and controls, audits, Security Program activities, and any other business area requested by the CLC.

b. No less than annually, the Successful Proposer, at its sole expense, must engage or cause to be engaged an independent audit firm to assess the Security Program, which audit shall include physical inspection of facilities and equipment, external scan, process reviews, and reviews of system configurations, including firewall rule sets, and any information or materials in the possession, custody, or control of the Successful Proposer or its Subcontractors, relating in any way to their

Security Program obligations. The Successful Proposer must provide the CLC with copies of all audit reports as soon as they are available. The Successful Proposer will promptly correct any audit issues, deficiencies, and weaknesses, at no cost to the CLC, and provide the CLC sufficient documentation demonstrating correction of such matters to the satisfaction of the CLC.

The failure of the Successful Proposer or any Subcontractor to conduct an annual Security Program audit will constitute a material breach of the contract. In such event and without waiving any other right or remedies the CLC may have, the CLC may retain an independent audit firm to perform the audit. The Successful Proposer and its Subcontractors will provide all necessary support and cooperation, including giving the audit firm access to their facilities, personnel, and any information or materials needed to conduct the audit. The CLC may deduct all audit costs and expenses from future payments to the Successful Proposer.

G. TERMINATION

1. Termination for Cause. The CLC may terminate the contract or any portion(s) of the contract (as well as any subcontract or other agreement or portions thereof) for cause, including, but not limited to, in the following circumstances:

a. If the Successful Proposer furnished any statement, representation, warranty, or certification in connection with its Proposal or in the contract that is found by the CLC, in its sole judgment, to be materially false, deceptive, or incorrect.

b. If, in the sole judgment of the CLC, the Successful Proposer abandons or fails to timely perform the work (unless otherwise agreed to by CLC in writing), or if the Successful Proposer's performance is non-conforming, deficient, careless, or otherwise does not meet industry standards and/or does not meet the CLC's specifications.

c. If the Successful Proposer fails to perform or satisfy any other provision or requirement under or referred to in the contract, in the sole judgment of the CLC.

d. If the Successful Proposer's actions or omissions, whether or not related to the contract, harm or could adversely affect the CLC, in the sole judgment of the CLC, or subject the CLC to negative or adverse public scrutiny.

e. If the Successful Proposer fails to comply with DCP licensing obligations, including, without limitation, if it or any of its Key Persons have their licenses revoked by the DCP.

If a default or breach reasonably susceptible to cure as determined by the CLC is not cured within a mutually agreed-upon cure period after the Successful Proposer has received written notice (Cure Period), but in no event later than thirty (30) Calendar Days from the Successful Proposer's receipt of notice, then the CLC will have the right to terminate the contract or any work under it (as well as any subcontract or other agreement or portions thereof). A termination under this Paragraph G.1 will become effective (i) upon the expiration of the Cure Period if such default or breach is curable but is not cured by the Successful Proposer on or before such expiration, or (ii) immediately upon the Successful Proposer's receipt of written notice if such default or breach is not curable (Incurable Default).

The CLC's right to terminate for cause is in addition to any other rights and remedies available to the CLC by law or equity or under the contract (e.g., the right to procure products and/or services required by the contract from other sources on the open market and seek reimbursement from the Successful Proposer, the right to require continued specific performance until an alternative solution is found, the right to assume contracts).

2. Termination for Convenience. The CLC may terminate the contract or any portion(s) of the contract (as well as any subcontract or other agreement or portions thereof) at any time if the CLC determines that such a termination is in its best interest. The CLC will provide the Successful Proposer at least ninety (90) Calendar Days written notice prior to the termination effective date.

3. Termination Due to Public Interest or Legislative or Regulatory Action. The CLC's obligations under the contract are expressly conditioned upon the CLC's receipt of all necessary or desirable written consents, approvals, and waivers from all appropriate Connecticut government authorities with respect to the contract and the transactions contemplated by the contract, and the continued authorization of such government authorities. If at any time public interest issues arise regarding the propriety or continued performance of the contract (e.g., an improperly awarded contract), or the CLC, in its sole judgment, determines that the contract, or an activity or operation supported or contemplated by the contract, is unlawful or not permitted for reasons including court decision, legislative action, administrative decision, or advice of counsel, then the CLC

may terminate the contract or any portion(s) of it (as well as any subcontract or other agreement or portions thereof) effective immediately upon giving the Successful Proposer written notice.

4. In the event of a termination for convenience or due to public interest or legislative or regulatory action, each party shall be relieved of any obligation or liability to the other, except with respect to the CLC's payment of certain expenses identified in this Paragraph 4, and except for any provisions specifically stated in the contract to survive termination. The CLC will pay the Successful Proposer for expenses under the following circumstances: (i) if prior to the Go-Live Date - the cost of contractually authorized System setup and installation work performed, an agreed upon cost for equipment purchased that cannot be repurposed, third-party software license fees actually incurred and irrevocably committed to, and fees associated with any lease or property agreements that must be terminated, all measured from the date the CLC provides its termination notice to the Successful Proposer; (ii) if after the Go-Live Date – a reasonable agreed upon residual value calculation for contractually authorized System and equipment expenses, and leasehold and property agreements that must be terminated due to this decision.

All agreed upon expenses will be properly supported by documentation that clearly proves the amount and incurrence of the expense. Other than an agreed upon residual value calculation (including equipment depreciation, payment of amounts due in Subcontractor severance clauses), in no event will the CLC be liable to the Successful Proposer for any other costs or expenses including, but not limited to, anticipatory compensation for work in progress, work not yet performed, or work which the CLC has yet to accept; materials acquired unnecessarily in advance, in excess of the CLC's delivery requirements, or initiated after the Successful Proposer's receipt of a termination notice; lost or prospective profits; loss of business opportunity; or any indirect, consequential, punitive, or special damages. Upon receipt of a termination notice, the Successful Proposer will cooperate with the CLC, including, without limitation, taking reasonable steps to mitigate its costs and expenses.

The CLC's termination of the contract for cause, for convenience, or due to public interest will not relieve the Successful Proposer from any accrued or accruing obligation it may have on or before the termination effective date. Furthermore, any responsibilities that the Successful Proposer has that by their nature extend beyond contract termination will remain in effect until fulfilled.

H. EFFECT OF TERMINATION

Upon the expiration or termination of the contract:

1. The Successful Proposer will either stop all work (or certain work) immediately or continue to perform for a specified period of time, as required in writing by the CLC;
2. The Successful Proposer will perform all end of contract transition responsibilities, including transferring all Data, including CLC Sensitive Information, to the CLC or, as requested by the CLC in writing, to a successor vendor; and
3. The CLC will have the option to continue to access and use the Successful Proposer's SB System, in whole or in part, pursuant to an emergency extension of the contract (See, Part V, Paragraph J).

I. END OF CONTRACT AND TRANSITION TO NEW VENDOR

For a variety of reasons, the contract between the CLC and the Successful Proposer will terminate or eventually end naturally, and the CLC may engage with a new vendor to provide a replacement sports betting system. The CLC may utilize part of the last year of the contract or of any extension thereof for conversion to the replacement sports betting system. The Successful Proposer, at no cost or expense to the CLC, agrees to cooperate and collaborate fully with the CLC and the CLC's designated new vendor for the entire duration of the end of contract conversion in a courteous and expeditious manner, which shall include the sharing of all System-related Data stored in the Successful Proposer's System and providing all necessary or helpful assistance. Successful Proposer will be required to submit a conversion plan to CLC for review and approval no later than eighteen (18) months prior to end of agreement, or within thirty (30) Calendar Days of request if contract is terminated early for any reason.

Without limitation, the Successful Proposer will (i) meet from time to time with the CLC's designated new vendor in connection with end of contract conversion work as may be requested by, or on behalf of, the CLC, (ii) provide reasonable and customary technical assistance and personnel and share such information, subject to reasonable confidentiality restrictions, as may be necessary or prudent for the successful and timely completion of end of contract conversion work and the proper

implementation of the new sports betting system, and (iii) avoid unnecessary delays with or interference in end of contract conversion work.

J. EMERGENCY EXTENSION

The CLC reserves the right to extend the contract, or any renewal thereof, for one (1) or more thirty (30) Calendar Day periods at the price and upon the terms and conditions then in effect if a successor vendor is chosen for a subsequent contract and the successor vendor's system is not yet prepared to go-live. The CLC will have this right until the subsequent system is operational. The CLC will endeavor to provide at least thirty (30) Calendar Days prior notice for any emergency extension; however, notice may be as little as twenty-four (24) hours.

To meet this requirement, the Successful Proposer must maintain its SB System in a state of readiness throughout the end of contract conversion period and for thirty (30) Calendar Days thereafter.

Exercising these rights shall not be construed as obligating the CLC to repeat the procurement process for any subsequent contract or conferring any right or expectation for the Successful Proposer to continue operating the SB System after the expiration of any such emergency extension period.

K. INDEMNIFICATION

1. General Indemnification. The Successful Proposer will indemnify, hold harmless, and, upon the CLC's request but at the Successful Proposer's sole cost and expense, defend the CLC and the State of Connecticut, and each of their respective directors, officers, employees, and representatives whether named in their individual or official capacities (collectively, Indemnified Parties) from and against any and all Actions, and, in each case, will on demand, pay and reimburse the CLC for all associated Losses, whether or not covered by insurance, arising out of, resulting from, or related to (or which the CLC alleges relate to): (i) the Successful Proposer's (or any Subcontractor's) malfeasance, misconduct, negligence (or more culpable act or omission), tortious act, or violation of Applicable Law, in performing or failing to perform any obligation under the contract, (ii) the Successful Proposer's (or any Subcontractor's) breach of any promise, representation, or warranty provided under the contract, and (iii) any compromise to the security, confidentiality, or integrity of Data, including any Breach of Security. To the extent that any Action or Loss arises out of, results from, or alleges that the System (or any aspect of it), service deliverable created by the Successful Proposer (e.g., report, interface, database), the permitted use of any Intellectual Property by the CLC licensed to it under the contract, or the use of Intellectual Property by the Successful Proposer or its Subcontractors does or threatens to infringe, misappropriate, or otherwise violate any Intellectual Property Rights of any third-party (Infringement Claim), the Successful Proposer's (and any Subcontractor's) obligations with respect to such Infringement Claim, if any, will be subject to the Infringement Indemnification paragraph below.

2. Infringement Indemnification.

a. The Successful Proposer will indemnify, hold harmless, and, upon the CLC's request but at Successful Proposer's sole cost and expense, defend the Indemnified Parties from and against all Infringement Claims and, in each case, will on demand, pay and reimburse the CLC for all associated Losses. The Successful Proposer shall have no liability or obligation with respect to any Infringement Claim or Loss to the extent it arises out of or results from the CLC's unauthorized use of the System or third-party Intellectual Property.

b. If the CLC's permitted access to or use of the System (or any aspect of it) is endangered or disrupted by reason of an Infringement Claim, or, in the CLC's reasonable opinion, likely to become subject to an Infringement Claim, then in addition to the Successful Proposer's Infringement Claim indemnification obligations and any rights and remedies the CLC may have, the Successful Proposer will, at the CLC's sole option but at the Successful Proposer's sole cost and expense (i) procure the right for the CLC to continue to access and use the deliverable under the terms of the contract or under substantially similar terms or (ii) modify or replace the aspects of the deliverable that infringe or allegedly infringe to make them non-infringing; provided that the replacement or modified deliverable is substantially equivalent in functionality and security as the originally provided deliverable. If the CLC determines that neither (i) nor (ii) is reasonably possible, then the Successful Proposer agrees that any existing Liquidated Damages control. In any case, the Successful Proposer, at its sole cost and expense, will secure the right for the CLC to continue using the infringing or allegedly infringing deliverable for a transition period of no less than six (6) months to allow the CLC to replace the affected deliverable without disruption.

3. The Successful Proposer's indemnification obligations under this RFP (whether found under this Indemnification paragraph or in any other paragraph of this RFP) are in no way limited by its involvement or non-involvement in the defense of any Action; any minimum amount of insurance the Successful Proposer or any of its Subcontractors is required to have under the contract, the types of insurance they maintain, or the scope of policy coverage; the market availability or unavailability of insurance; the ability or inability of them to procure insurance; or, in the case of a claim brought against any Indemnified Party by an employee of the Successful Proposer or a Subcontractor, by any limitation on the amount, type, or availability of damages, compensation, or benefits paid to the employee under applicable worker's compensation, disability benefits, or other employee benefits law.

4. The indemnification provisions under this RFP (whether found under this Indemnification paragraph or in any other paragraph of this RFP) are intended to be as broad and inclusive as possible to give the Indemnified Parties the maximum rights and protections allowed by law. The Successful Proposer's indemnification obligations, including its obligation to compensate and reimburse the CLC, shall be immediate upon the CLC's written notice and tender of any Action or Loss to the Successful Proposer.

5. If the CLC requests the Successful Proposer to defend any Action, then the CLC reserves the right to approve counsel chosen by the Successful Proposer and, subject to the approval of the relevant insurance carrier, to participate in the defense. In addition, the CLC retains the right to approve the terms of any settlement or compromise that affects the CLC's rights under the contract or imposes any obligations on the CLC. Alternatively, the CLC has the right to defend any Action itself and select counsel of its own choice, subject to the approval of the insurance carrier. No insurance carrier approval will be required if (i) the Successful Proposer has not engaged counsel to defend an Action within a reasonable time after receiving notice of the claim or (ii) the CLC reasonably concludes that there may be defenses available to it, which are different from or additional to those available to the Successful Proposer. If the CLC assumes its own defense, then the Successful Proposer will reimburse the CLC for all costs and expenses of whatever nature as they are incurred within twenty (20) Business Days after the Successful Proposer's receipt of a statement of such costs and expenses, including, without limitation, legal costs.

L. INSURANCE

The Successful Proposer, at its sole cost and expense, will maintain the insurance policies and limits of insurance coverage specified below for the entire duration of the contract (limits may be provided through any combination of primary and umbrella/excess policies). If the Successful Proposer engages Subcontractors, then Subcontractors must maintain the insurance policies in Paragraphs 1 through 8 below and provide the same documentation evidencing proof of coverage as is required of the Successful Proposer. The Successful Proposer must request and obtain the CLC's prior written approval of any variations to the insurance requirements for the Successful Proposer's Subcontractors. However, neither the CLC's approval nor its failure to disapprove insurance furnished by a Subcontractor shall relieve the Subcontractor from responsibility to provide insurance as required.

1. Property insurance insuring all buildings, fixtures, and equipment provided or used in providing the System must be maintained in the amount of actual replacement cost thereof. Property insurance must include electronic data processing coverage for any CLC-owned Data in the care, custody, or control of the Successful Proposer in the amount necessary to reproduce, replace, or restore lost or damaged Data, including the cost of consultation services. This policy must insure personal property including contents, equipment, and mobile items, as well as CLC-owned Data, against fire, flood, power surge, building collapse, computer virus, theft, and other perils.

2. Commercial General Liability (CGL) insurance with a minimum combined single limit of \$1,000,000 occurrence/\$2,000,000 aggregate covering bodily injury (including death), personal injury, and property damage resulting from or arising out of the action or inaction in the performance of the contract by the Successful Proposer, its employees, representatives, and Subcontractors. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. The Successful Proposer's CGL insurance must include contractual liability coverage for its indemnification obligations under the contract.

3. Commercial Automobile Liability insurance with limits of not less than \$1,000,000 each accident, combined single limit shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operation of any owned, non-owned, hired, or scheduled automobiles used by or for the Successful Proposer in any capacity in connection with carrying out the contract.

4. Workers' Compensation insurance in accordance with the statutory requirement and limits of the State of Connecticut and Employer's Liability coverage with minimum limits of \$500,000 each accident, \$500,000 per employee, and \$500,000 disease. If the Successful Proposer has no statutory obligation to maintain workers' compensation, then it must provide the CLC a letter affirming that it is exempt and agreeing to indemnify, hold harmless, and, if requested by the CLC, defend the CLC and the State of Connecticut from any loss or liability in accordance with Part V, Paragraph K.1. If during the course of the contract the Successful Proposer becomes subject to workers' compensation insurance statutory requirements, then it must comply with such requirements and provide the CLC a Certificate of Insurance evidencing such coverage.

5. Commercial Umbrella/Excess Liability insurance in the minimum amount of \$5,000,000. The policy must provide insurance in excess over and no less broad than the Successful Proposer's primary liability policies (including endorsement naming the CLC and the State of Connecticut as additional insureds) and with coverage that drops down when the underlying aggregate limits of liability insurance are exhausted.

6. Professional/Technical Errors and Omissions Liability insurance in the minimum amount of \$2,000,000 for each claim. The policy shall, at a minimum, cover liability due to the Successful Proposer's failure to render professional services, negligence, professional misconduct, and lack of the requisite skill required for the performance of the contract. Coverage must, at a minimum, insure and protect the CLC against cases involving vendor error liability (See, Part V, Paragraph M).

7. Cyber/Privacy Liability insurance in the minimum amount of \$15,000,000 and sufficiently broad to respond to the duties and obligations as is undertaken by the Successful Proposer in the contract, including, without limitation, claims involving intellectual property infringement, invasion of privacy violations, data privacy and network security liability, PCI/DSS (Payment Card Industry/Data Security Standards), Internet and electronic media liability, cyber extortion, and breach response costs, which may include, but are not limited to, regulatory fines and penalties and credit monitoring expenses. For avoidance of doubt, Cyber/Privacy Liability insurance should cover information or identity theft, liability for misuse or disclosure of Data, and liability for loss of Data due to outages, spread of viruses, attacks, and destruction.

8. Crime (Fidelity) insurance with a minimum single loss limit of \$5,000,000 per loss, and a single loss retention not to exceed \$10,000, endorsed to include "Third-Party or Client Fidelity Coverage." This insurance shall cover any loss to the CLC due to dishonest acts of the Successful Proposer's officers, employees, agents, or Subcontractors including, but not limited to, larceny, theft, forgery, misappropriation, wrongful abstraction, willful misapplication, or any other fraudulent or dishonest acts resulting in financial loss or damage, whether Successful Proposer's officers, employees, agents, or employees of any of Successful Proposer's Subcontractors acted alone or in collusion with others. Such insurance at a minimum must cover property of the CLC. Coverage shall not require arrest or conviction. Crime (Fidelity) Insurance must also provide coverage for social engineering losses including, but not limited to, losses involving phishing, spear-phishing, business email compromise, and vendor/supplier impersonation perpetrated by any means (e.g., email, text, telephone, fax). The policy must be endorsed to name the Connecticut Lottery Corporation, its directors, officers, employees, agents, and the State of Connecticut as "Loss Payees."

All required insurance policies (and any umbrella/excess policies) must:

(i). Be written by companies licensed to issue insurance policies in the State of Connecticut with an A.M. Best rating of "A-" or better and a financial size of VII or better. The CLC reserves the right to approve all insurance companies;

(ii). Except for workers' compensation, errors and omission, and crime (fidelity) coverage, identify the "Connecticut Lottery Corporation, the State of Connecticut, and each of their respective directors, officers, employees, and representatives" as additional insured parties with respect to liabilities and losses related to the contract. This means the additional insureds must be named on the face of each Certificate of Insurance. Crime (Fidelity) Insurance must be endorsed to include "Third-Party or Client Fidelity Coverage" and name the Connecticut Lottery Corporation, its directors, officers, employees, agents, and the State of Connecticut as "Loss Payees."

(iii). Contain a waiver of any right to subrogation that any insurer of the Successful Proposer or a Subcontractor may acquire against the additional insured parties by virtue of the payment of any loss under such insurance. The Successful Proposer and Subcontractors will obtain from their insurers any policy endorsement that may be necessary to affect this waiver of subrogation; the Successful Proposer and Subcontractors will honor this waiver obligation regardless of whether or not the CLC receives a waiver of subrogation endorsement from an insurer; and

(iv). Be primary and non-contributory with any insurance or self-insurance carried or administered by the CLC or that of any other additional insured party.

No later than the date the contract is signed, the Successful Proposer (and, if applicable, its Subcontractors) must deliver to the CLC current Certificate(s) of Insurance evidencing all insurance policies required by the contract. Certificate(s) of Insurance must include all policy endorsements (either by reference to endorsement number and name or by providing a copy of the endorsement page of the policy). Upon each annual insurance policy renewal in multi-year contracts with the CLC, new, updated Certificate(s) of Insurance must be provided to the CLC at least thirty (30) Calendar Days prior to the end of the then-expiring certificate.

The Successful Proposer must provide the CLC with immediate written notice of any termination, default, or cancellation of coverage of, or carrier's failure to renew any insurance policy, unless the policy contains a provision that coverage afforded under the policy will not be cancelled without at least thirty (30) Calendar Days advance written notice to the CLC by the insurer.

The CLC reserves the right, at any time, to require the Successful Proposer to obtain additional types of insurance or to increase the limits of its existing insurance as the CLC, in its sole discretion, deems necessary. The Successful Proposer will promptly comply with such requirements.

If any of the required policies provide claims-made coverage, then the Successful Proposer must: (i) provide coverage with a retroactive date before the effective date of the contract or the beginning of contract activities; (ii) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contract activities; and (iii) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, then the Successful Proposer must purchase extended reporting coverage for a minimum of three (3) years after completion of work. The discovery period must be active during the extended reporting period.

No insurance required or furnished shall in any way relieve or diminish the Successful Proposer's responsibilities, obligations, and liabilities to the CLC under the contract.

M. VENDOR ERROR LIABILITY

The Successful Proposer will be liable for any legal, financial, and other obligations of any other kind arising as a result of (or which the CLC alleges are the result of) errors and faults by the Successful Proposer's staff, Subcontractors, and the SB System (e.g., issuance of defective or non-conforming bet slips, online wagers or printed wager tickets due to any staff error, printer malfunction, communication error, or hardware or software issue or failure). These cases include, but are not limited to, errors in entry or posting of results from any offering where wagers were placed; printer malfunctions, communication errors, or software and hardware failures that create incorrect payout liabilities; errors or failures by the Successful Proposer to validate and pay a valid winning ticket, errors or failures by the Successful Proposer that results in payment of a prize for an invalid or non-winning ticket, including apparently winning ticket claims and payouts; and any other instances resulting in prize awards due to (or which the CLC alleges are due to) the Successful Proposer's errors and faults. The Successful Proposer will pay all prize costs for any errors and faults by the Successful Proposer's staff, Subcontractors, and the SB System, and will indemnify, hold harmless, and defend the CLC against all Actions and Losses related to or arising from such situations in accordance with the indemnification provisions in Part V, Paragraph K of this RFP.

N. PERFORMANCE SECURITY

No later than ten (10) Business Days following the effective date of the contract, the Successful Proposer will, at its sole cost and expense, provide the CLC either a surety performance bond or a clean, irrevocable standby letter of credit (at the Successful Proposer's option) payable to the CLC in the amount of \$5,000,000 (Performance Security). The Performance Security shall be renewed in full on an annual basis during the contract, including extension(s) if exercised by the CLC, and be maintained for at least one (1) year following the expiration or a termination of the contract. If the balance of the Performance Security falls below fifty percent (50%) of the full value during any year of the contract, then the Successful Proposer shall re-establish the full original balance within thirty (30) Calendar Days. If the Successful Proposer fails to restore the full original balance as and when required, then, without limiting any obligations of the Successful Proposer, including its continued performance of work, the CLC shall not be obligated to make any further payments to the Successful Proposer until it does so, and the CLC may hold the Successful Proposer in breach of the contract.

In addition to any other remedies the CLC may have under the contract, the CLC will have the right to call the Performance Security, in whole or in part, in the event the CLC suffers any liability, loss, damage, or expense as a result of the Successful Proposer's actions or failures, or that of any Subcontractor, to promptly, properly, completely, and faithfully perform its obligations under the contract, including, without limitation, the obligation to indemnify, hold harmless, and defend the CLC (or, if the CLC assumes its own defense, to reimburse it for all costs and expenses of any kind) and pay and existing Liquidated Damages to the CLC. The Performance Security must be in a form and contain language requested by and/or satisfactory to the CLC (which language the CLC may request changes to at any time to protect its interests), and be issued by an insurance/surety company acceptable to the CLC. The CLC reserves the right, in its sole discretion, to increase or decrease the amount of the Performance Security at any time. The Performance Security will expressly require the insurance/surety company to provide the CLC Chief Financial Officer at least thirty (30) Calendar Days advance written notice, by certified mail, return receipt requested, of any change in, termination of, failure to renew, default, or cancellation of coverage.

O. SERVICE LEVELS & LIQUIDATED DAMAGES

The Successful Proposer acknowledges the importance of the SB System to the CLC's business operations. Delivery of the System (including all its elements) and performance of all obligations in a complete, proper, and timely manner is essential. It would be extremely costly, time-consuming, and difficult to calculate the actual damages that the CLC would sustain, including those that negatively affect the CLC's image and reputation, due to a breach or the non-performance by the Successful Proposer that causes delay or disrupts the CLC's operations. Upon contracting, the CLC and the Successful Proposer may agree on appropriate and reasonable performance standards (Service Levels) and Liquidated Damages. For avoidance of doubt, the CLC's assessment of Liquidated Damages for a particular Service Level non-compliance incident would not preclude the CLC from recovering damages or other relief not addressed by Service Levels.

Furthermore, if the Successful Proposer's failure to achieve a Service Level arises from or is caused (in whole or in part) by a Subcontractor, or other party over whom a Subcontractor has control or responsibility for, then the Successful Proposer will be fully liable and responsible for paying to the CLC any and all Liquidated Damages.

Nothing in this Part V, Paragraph O shall relieve, or be deemed or construed as relieving, the Successful Proposer of any of its performance obligations under the contract, whether or not the Successful Proposer's performance may be impacted by reasons or delays caused by the CLC. Indeed, the CLC expressly reserves and does not waive any and all of its rights and remedies, legal or equitable, related to the Successful Proposer's failure to perform as required by the contract.

During the contract, if additional sports betting options are offered through the SB System or additional services are offered by the Successful Proposer to support the System or the operation of sports betting in Connecticut, then the CLC and the Successful Proposer agree (i) to discuss if existing Liquidated Damages apply to new products or services, and (ii) that they will cooperate in developing additional Service Levels and Liquidated Damages and/or to adjust the Service Levels and Liquidated Damages that may be set forth in any contract, as they mutually determine necessary. Additionally, if during the contract term the amount of Liquidated Damages the CLC imposes on the Successful Proposer is consistent and repetitive year after year, then the CLC reserves the right to claim breach of contract/Incurable Default.

P. OWNERSHIP OF INTELLECTUAL PROPERTY

This sections contains CLC's traditional Intellectual Property rights. CLC anticipates that some aspects may need further discussion, and more specific descriptions, in a final contract with the Successful Proposer.

1. CLC Intellectual Property. All current Intellectual Property of the CLC, any future Intellectual Property developed solely by the CLC in association with the System, all Data contained in, Processed by, or produced by the System, and all Data collected, used, processed, stored, or generated by the Successful Proposer in connection with the System or its contracted activities (e.g., statistical/analytical data and reports derived by the Successful Proposer from the System) is and will remain the sole and exclusive property of the CLC including upon the expiration or a termination of the contract. Future use by the Successful Proposer of CLC Intellectual Property may be permitted upon prior written permission from the CLC.

2. Successful Proposer and Subcontractor Intellectual Property. All current Intellectual Property of the Successful Proposer and any Subcontractor and any future Intellectual Property developed solely by them for the benefit of their customers, generally, and not developed solely for the benefit of the CLC under the contract or which does not incorporate any CLC Intellectual Property, is and will remain their sole and exclusive property. If the Successful Proposer or a Subcontractor

uses or relies on any of its own Intellectual Property during the contract other than the property that the CLC already has a license to use, then they hereby grant the CLC the nonexclusive, non-transferrable, fee- and royalty-free right and license to use such Intellectual Property in connection with the System or for other purposes as may be mutually agreed in writing. Any and all rights in Data derived in part or in whole by use of the Successful Proposer's or Subcontractor's pre-existing Intellectual Property is hereby assigned and shall be owned by the CLC immediately upon its creation, however, the CLC hereby grants the Successful Proposer or Subcontractor, as appropriate, a nonexclusive, non-transferrable, fee- and royalty-free right and license to use such Data in connection with the Successful Proposer's or Subcontractor's business development initiatives (for example only, using System sales data to respond to an RFP, or to apply for an industry award), or for other purposes as may be mutually agreed in writing.

3. Joint Intellectual Property. While jointly developed Intellectual Property is not contemplated with respect to the contract, in the event the CLC and the Successful Proposer jointly develop Intellectual Property under the contract, they will enter into a separate written cross-license agreement in advance that, at a minimum, allocates their respective rights to use the jointly developed Intellectual Property.

4. Third-Party Intellectual Property. To the extent the Successful Proposer or any of its Subcontractors utilizes or relies upon the Intellectual Property of a third party in performing the contract, they will provide the CLC with whatever written assurances, consents, or licenses the CLC, in its reasonable discretion, deems necessary to confirm that the use of such third-party Intellectual Property is permissible. The Successful Proposer must, at its sole cost and expense, ensure the CLC's continued right of use of such third-party Intellectual Property in the event of a termination of the contract or removal of any Subcontractor. **Proposers shall provide a list in their Proposal of all known third-party Intellectual Property they are licensed to use and intend to use in connection with the System, as well as any anticipated third-party Intellectual Property they intend to obtain a license to use in connection with the System.**

Q. MAINTENANCE OF CERTAIN RECORDS; AUDIT RIGHTS

The Successful Proposer and its Subcontractors will preserve and maintain all books and records including, but not limited to financial and accounting records relating to their performance under the contract (Records). Financial and other statements based on such books and records must be prepared in accordance with GAAP. Records must be maintained in a manner and form that makes them readily accessible to and easy to understand by the CLC for audit and assessment.

The Successful Proposer and its Subcontractors will, upon request, make their Records available to the CLC, CLC's auditors, and other personnel duly authorized by the State of Connecticut, such as the DCP, for inspection, review, or audit during the term of the contract and for no fewer than five (5) full years from the date of final payment by the CLC. The Successful Proposer and its Subcontractors will furnish the CLC and its independent and state auditors requested copies of any Records, at no cost.

The CLC, with advance notice, may also perform or have performed on its behalf at any time assessments or audits of the security and integrity of the facilities and information security and privacy practices and controls of the Successful Proposer and its Subcontractors, which could, at the CLC's option, include on-site audits, questionnaires, and/or penetration and security tests of connected systems and their hosting facilities and operating environments.

The Successful Proposer and its Subcontractors will cooperate with the CLC and its independent and state auditors with respect to any inspection, review, or audit performed under this or any other paragraph of the contract, including giving the CLC access to the personnel and facilities, and will promptly and fully respond to the CLC's requests for information but in no event more than thirty (30) Business Days after receiving a request. In the case of an audit indicating non-compliance with the terms of the contract, the CLC may pursue any and all available remedies, including terminating this contract due to the Successful Proposer's default.

R. RETURN OF DATA AND CLC INTELLECTUAL PROPERTY

It is critical that the CLC has access to System Data, including CLC Sensitive Information, and tangible CLC Intellectual Property at all times and that the Successful Proposer cooperates in providing it to the CLC in a timely manner. Upon a termination or the expiration of the contract or upon the CLC's written request at any other time (each, a Return Event), the Successful Proposer will promptly provide to the CLC, or to any other entity as may be identified by the CLC in writing to Successful Proposer, or securely dispose of (as instructed by CLC), System Data, CLC Sensitive Information, and CLC Intellectual Property, including any copies and drafts thereof, in the Successful Proposer's possession or control regardless of the form in which such

information exists or is stored, at no cost to the CLC. The Successful Proposer will have thirty (30) Calendar Days from the occurrence of a Return Event to provide the CLC with written certification that all requested information has been returned or disposed of securely. In the event the Successful Proposer notifies the CLC of circumstances that make return or disposal of information infeasible and the CLC agrees such circumstances exist, the Successful Proposer will keep such information confidential and secure in accordance with Paragraphs E and F of Part V of this RFP for so long as the Successful Proposer maintains possession or control of it.

S. AUTHORITY OF CLC

On all questions concerning the contract or the interpretation of any provision of it, including, without limitation the respective rights and obligations of the CLC and the Successful Proposer, System specifications and scope, the acceptability and quality of material furnished and/or work performed, the assessment of existing Liquidated Damages, and the determination of payment due or to become due, the decision of the CLC shall be final and binding. Prior to rendering a decision on a matter, the CLC will grant the Successful Proposer the reasonable opportunity within fifteen (15) Business Days after receiving the CLC's written request to present its position on the matter and documentation supporting its position.

APPENDIX A

Technical Proposal

The technical specifications and business requirements are a listing of requirements for development and deployment of the SB System, and security standards that are crucial for the alignment of the CLC and the Successful Proposer. Proposers should strive to exceed, where possible, the requests for content and clarity.

Proposals should address all of the specifications and requirements. The Successful Proposer will be expected to engage with CLC staff to fully understand these specifications, and to set expectations for how the SB System functions. Proposals should contain clear descriptions and explanations, and meaningful diagrams, in order to represent Proposer's product, services, and intent to engage with CLC during the development and operation of the System.

Technical Specifications and Business Requirements

1. Sports Betting Hardware and Software Solution (All Channels)

Proposer is asked to provide a description of the hardware and software solution it is proposing to utilize if chosen as Successful Proposer. Please describe the solution including a detailed description and specifications of the following:

- a. The core betting software including middleware applications and services;
- b. The core betting hardware including servers, middleware servers, firewalls, routers, switches;
- c. Retail hardware and software for tills, kiosks, BYD solutions, cash validators and identity validators on self-service machines, payment card readers (retail channel);
- d. Ability of system to balance loads and handle high volume transaction periods;
- e. Sports data feeds utilized, including whether the Proposer intends to contract for official data feeds or utilize alternate data feeds;
- f. Risk Management software;
- g. Business Intelligence solution;
- h. CRM software system;
- i. Bet settlement tools if outside of the core system;
- j. Websites and mobile applications (mobile channel);
- k. Geolocation Services;
- l. Player account manager (PAM);
- m. Payment processing services;
- n. Player wallet solution;
- o. Hardware and software solution for creating an independent transaction record with a trusted third party; and
- p. Security measures to ensure confidentiality of wagering information, personal information and financial information.

Proposers should highlight both the customer and back end interface with the system. Specifically, the proposal should highlight how the player will engage the system from sign-on account creation, through payment or deposit, play on the system, prize award, and withdrawal. Proposers should also describe the back-end or back office system access that would be available to CLC and the reporting and monitoring capabilities built into the systems and available to the Operator and the CLC if they differ.

Proposers should describe how their solution will be constructed in terms of integration with third-party providers. For each such integration, please identify if the Proposer has integrated with that provider before for the specific services or software being proposed in this solution, including jurisdiction and period of service.

Proposer shall provide GLI or similar certifications, if applicable, for each piece of hardware and software that it will rely on in production. All servers which initiate sports wagers must be located within Connecticut. Proposer will be responsible to validate that bettors are eligible, have properly created accounts to place bets, and are within the borders of the State of Connecticut at the time of each wager.

Proposers should highlight the availability of their systems including guaranteed uptime, full system redundancy with completely mirrored hardware and software at the Primary Data Center and Backup Data Center locations; automated and operator prompted failover with no or extremely limited interruption and no loss or corruption of data, transaction level synchronization between primary and disaster recovery programs. Proposers are asked to propose guaranteed service levels for the software and hardware solutions.

In addition to a narrative response, Proposers are asked to provide specifications for the hardware and software proposed.

2. Sports Betting Associated Services (Mobile & Retail Channels)

Proposers should describe how they will provide the services associated with operation of a full scale sports betting environment, including a detailed description of the personnel and processes for each of the following:

- a. Market Creation, Management, and Trading;
- b. Odds Compilation and Management;
- c. Risk Management, including system and manual controls on specific bettors, bet types and bet limits. Proposers should provide a proposed risk management strategy and controls for Lottery's approval while highlighting the ability to change risk management strategies if required;
- d. Bet Settlement (online and retail), reportable and withholding requirements;
- e. Customer Relationship Management;
- f. Marketing and Advertising, Player Bonusing;
- g. Payment Processing;
- h. Customer Service/ Retailer Service and Training; and
- i. Technical/IT Assistance;
- j. Project Management of implementation and ongoing development and testing of platform and products.

Proposers should highlight their capabilities and resources in these defined areas and how they would propose to deploy those capabilities and resources to support Connecticut sports betting. Proposers should also feel free to highlight additional value-added services that are not specifically identified in this document. Proposers should describe their plans for owning, operating, and/or outfitting retail locations, specifying how many of the fifteen (15) locations fall into each of those categories. Include recommendations for the volume of teller and kiosks per locations you plan to operate, and based on your revenue projections.

Proposers should include diagrams to aid understanding of processes and integration. Include a listing of all available sports for the Connecticut market through your System. Also add descriptions of existing Connecticut based accounts holders for other products or services you provide, and your methods and expectations for converting them to open and use accounts on your System.

Proposers must describe their plans and processes for handling unusual transactions, including but not limited to (i) high dollar value in retail, (ii) wagers submitted close to cut off times in both channels, (iii) and customers with frequent involvement in (i) and (ii).

3. Compliance (All Channels)

Please provide the Proposer's plan, including any existing policies and procedures for compliance with the following requirements:

- a. Age Verification;
- b. Identity Verification;
- c. Geo-fencing/Geolocation (Mobile Channel);
- d. Surveillance plans for sports book locations (Retail Channel);
- e. Security mechanisms to ensure confidentiality of wagering and personal information;
- f. Physical and Logical Security for the sports betting platform and physical locations including access control;
- g. Employment and contractor background checks;
- h. Identification of Fraud or Suspicious Activity;

- i. Integrity monitoring and reporting including current membership in integrity monitoring programs and systems;
- j. Security system testing of the sports betting platform;
- k. Third-party auditing of financial transactions within the sports betting platform, including if appropriate, an independent control system;
- l. Identification and blocking of Prohibited Sports Bettors;
- m. Procedures to prevent past posting of wagers;
- n. Cash reserve policies (Retail locations);
- o. Anti-Money Laundering policies and procedures;
- p. Internal Revenue Service reporting; and
- q. Segregation of Duties.

In addition to a narrative response addressing these issues, Proposers are asked to provide a current example of house rules or betting rules used by Proposer. Proposers are also requested to submit a preliminary security and internal control report and computer security report Part V, section F. Proposer should feel free to address any other compliance programs or procedures not specifically addressed above.

4. Responsible Gaming (All Channels)

Proposer shall identify and describe their proposed Responsible Gaming practices and controls. Proposer shall provide a detailed explanation of their proposed policies, practices and tools related the following areas, and as required by statute:

- a. Underage gaming including processes for age verification in each channel;
- b. Responsible gaming including identification of problem gaming activity and methods for referral for services;
- c. Self-exclusion including detail on the controls in place to prevent marketing to persons that have self-excluded;
- d. Responsible gaming messaging within the system or betting environments;
- e. Advertising and marketing standards including not targeting underage groups, not targeting marginal or at-risk groups;
- f. Proposed betting and/or deposit limits on a daily/weekly/monthly basis; and
- g. Player protection including imposed gaming breaks, wellness or reality checks.

In addition to a narrative response, Proposer may provide any existing corporate policies relating to Responsible Gaming.

5. Accounting System and Auditing

Proposer will describe their proposed accounting and auditing practices including:

- a. Ability to integrate with financial systems;
- b. SSAE compliance;
- c. Programs for properly accounting for gross and net revenues, prize amounts and commissions in order to calculate revenue share percentages agreed to under the contract, and as needed for retail locations and agreements;
- d. System reporting for financial information consistent with GAAP standards;
- e. Internal control standards for financial transactions including segregation of duties;
- f. W-2G reporting and all other aspects of IRS reporting;
- g. Internal auditing processes; and
- h. Third-party auditing, including SOC II reports.

Additionally, the CLC wishes to implement a system where bet transactions are sent periodically to a trusted third-party source to allow for reconciliation between the independent bet transaction data and the sports betting platform transaction data. Proposers must submit a solution that is procured by Proposer and does not require hosting or support from the CLC.

APPENDIX B

Price Proposal Form & Instructions

This section describes the manner in which Proposers will submit pricing for the CLC's consideration. Part V, Section 9 provides guidance on pricing. The accompanying Pricing Proposal excel file shall be completed and submitted by each Proposer to represent binding commercial terms for each Proposal. Instructions for each aspect of pricing are provided on that file. The completed excel file, as well as a printed and signed copy, must be submitted with your Proposal.

Provide clear terms and descriptions for any alternative pricing or additional options that are proposed.

APPENDIX C

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
LICENSE SERVICES DIVISION
Telephone: (860) 713-6270
Email: DCP.Gaming@ct.gov

Concessionaire, Totalizator, Vendor or Affiliate Application

INSTRUCTIONS AND INFORMATION

**PLEASE READ ALL INSTRUCTIONS AND INFORMATION BEFORE COMPLETING, APPLICATION, APPLICATIONS
WILL NOT BE ACCEPTED IF INCOMPLETE OR IF ANY REQUIRED DOCUMENT IS MISSING.**

This application form shall be completed by any person(s) conducting gaming related business. This form shall also be completed by related affiliate(s) to any business organization as described above, as well as any entity so directed by the Connecticut Department of Consumer Protection (DCP).

Information requests shall be answered completely. Such information is to be provided as of the date of application unless otherwise specified.

If a question is not applicable to the type of business being conducted, indicate "N/A" on the application.

Once filed, you may not withdraw this application without the permission of the DCP.

We recommend that you keep a copy of your completed application for your records.

All applications are confidential to the extent permitted by law.

You must complete and submit the attached IRS 4506-T form with this application to authorize the DCP to verify, AS NECESSARY, any tax information submitted pursuant to this application.

Note that all responses and attachments shall be in the English language or shall include a translation to English.

DOCUMENTS REQUIRED

The application will be returned or the issuance of license delayed if the applicable required documents are not included.

For whichever category of business organization you checked on the first page of this application provide the required documents as listed below:

If applicant entity is a general, limited partnership or LLP – Submit a certified copy of the partnership agreement.

If applicant entity is a corporation – Submit:

1. The articles of incorporation (or charter) and the by-laws, certified by the Secretary of State or other appropriate official. If not incorporated under the laws of the State of Connecticut, primary applicant shall register as a foreign corporation with the Connecticut Secretary of State.
2. Resolution of the board of directors or a certified copy of the minutes of the board of directors, under seal and signed by the secretary of the corporation which resolution or minutes authorize the officer of the corporation signing this application to so sign this specific application and the IRS 4506-T form on behalf of the corporation.
3. A statement showing classes of stock and number of shares of Authorized, Issued and Outstanding, market value, vote per share and current list of the names, addresses, and number of shares for all holders of outstanding shares, if entity is not publically traded. If entity is publically traded, provide this information only for all 5% and greater owners of applicant's stock. DCP may require the applicant to submit this information for all owners of applicant entity's stock, if publically traded.
4. A statement explaining in full detail all stock warrants options or common stock equivalents which are authorized, issued and exercisable. Include applicable list of participant names, addresses and amount of holdings.
5. Copies of filings by the applicant with the Securities and Exchange Commission and any state agency regulating transactions of securities or business offerings as required and applicable for the preceding twelve-month period.
6. A statement explaining in full detail any of applicant's securities or business offerings that have been suspended from trading of any action taken against them by any regulatory agency.

If applicant entity is an unincorporated association – Submit a certified copy of the articles of association or other legal instrument under which applicant is organized showing the purpose thereof and the by-laws, if any.

If applicant entity is an LLC – Submit a certified copy of the membership agreement.

If any of the written documents or agreements listed above DO NOT accurately describe your business organization, submit a full description of the written or oral agreements under which applicant operates.

All applicants shall submit the following documents:

The application will be returned or the issuance of license will be delayed if any of the below documents are missing.

1. An organizational chart:
 - a. Of the applicant entity's structure, which shall include position descriptions and the names of the individuals holding such positions. (Note a Class II Occupational License application shall be completed by principal management employees, directors, trustees and anyone so directed by the department).
 - b. An entity organization chart which shall include any person(s) which has any ownership of 5% or more of the applicant entity and any person(s) that applicant entity has ownership in. (Note an Affiliate License application shall be completed by any person(s) so directed by the department).
2. A statement listing all other jurisdictions applicant entity does business in (if any) and the nature of business.
3. The name, business address, telephone number and email address of applicant entity's representative for:
 - Legal Services
 - Accounting Services
 - Banking and Financing

4. Complete copies of the applicant entity's most recent federal, state and municipal income tax returns. If applicant entity is delinquent or in dispute over the filing of any report or the payment of any tax as required by federal, state or municipal statutes, provide a statement fully describing the reasons for delinquency or dispute. Include the government agencies and time periods involved.
5. A copy of the applicant entity's certified financial statements for the preceding year or if certified statements do not exist, a copy of the preceding year's financial statements attested to under oath. Financial statements shall include, but not be limited to, an income statement, balance sheet, and statement of retained earnings or owners' equity.
6. If providing certified financial statements, provide a copy of the management representation and lawyer's contingency letters provided to the applicant entity's certified public accountant.
7. One of the following certificates as proof of compliance with Connecticut General Statutes, Section 31-268a which requires that no state department, board or agency may renew a license, registration, or permit to operate a business in this state unless the applicant first presents sufficient evidence of current compliance with the worker's compensation coverage requirements of the General Statutes, Section 31-284:
 - a. Certificate of Self-Insurance issued by a Workers' Compensation Commissioner pursuant to Connecticut General Statutes, Section 31-284.
 - b. Certificate of Compliance issued by the Insurance Commissioner pursuant to Connecticut General Statutes, Section 31-286.
 - c. Certificate of Insurance issued by any stock or mutual insurance company or mutual association (or its agent) authorized to write workers' compensation insurance in this state.

In circumstances where an applicant claims exemption from the workers' compensation coverage requirements of the Connecticut General Statutes, the Department may accept an affidavit of exemption (attached).

Questions

Please be sure to answer every question and provide the necessary exhibits.

Is there any other person(s) having a financial, property, leasehold, ownership or beneficial interest in the applicant's business organization?

_____ YES, Exhibit Attached _____ NO

Exhibit shall include the names and addresses of each person(s).

1. Is there any person(s) that provides (or will provide) major contractual services, equipment or property related to legalized gambling?

_____ YES, Exhibit Attached _____ NO

Exhibit shall include the names, addresses, nature of services (to be) rendered and equipment or property (to be) provided and state if such person(s) are related through control, family or business association with the applicant, its owners, members, partners, associates, officers, directors and holders or equity or debt. Also include copies of all pertinent written documents, instruments, agreements and contracts or state the substance of oral contracts and understandings.

2. Is the applicant entity directly or indirectly controlled by another person(s)?

_____ YES, Exhibit Attached _____ NO

Exhibit shall include a statement showing how such control is exercised and the extent of the control.

3. Are any of the owners, members, partners, associates, officers, directors, and holders of equity or debt of the applicant entity related through control, family or business association to any other person(s) doing business with any gambling entity by providing and/or receiving goods or services?

_____ YES, Exhibit Attached _____ NO

Exhibit shall include the names and addresses of person(s) providing and/or receiving goods or services to (from) the applicant entity, the names and addresses of related individuals and a full description of the goods provided or services rendered. Indicate the dollar amount and percentage of business such represents if known and if a fee or other consideration was (or is to be) paid or received for these transactions, indicate the value and to whom such was paid or received.

4. Are any of the owners, members, partners, associates, officers, directors, and holders of equity or debt of the applicant entity related through control, family ownership or business association to any other person(s) through which the applicant entity provided (or is to provide) and/or received (or is to receive) mortgages, loans, leases, realty, or equipment?

_____ YES, Exhibit Attached _____ NO

Exhibit(s) shall include the names and addresses of person(s) providing and/or receiving mortgages, loans, leases, realty or equipment to the applicant entity and the names and addresses of the related person(s). Provide a full description of the items provided or received including dollar value and if a fee or other consideration was (or is to be) paid or received, please indicate the value and to whom such was paid or received.

5. Are any of the owners, members, partners, associates, officers, directors, and holders of equity or debt of the applicant entity related through control, family ownership or business association to any other person(s) through which the applicant entity provided (or is to provide) and/or received (or is to receive) mortgages, loans, leases, realty, or equipment?

_____ YES, Exhibit Attached _____ NO

Exhibit(s) shall include the names and addresses of person(s) providing and/or receiving mortgages, loans, leases, realty or equipment to the applicant entity and the names and addresses of the related persons(s). Provide a full description of the items provided or received including dollar value and if a fee or other consideration was (or is to be) paid or received, please indicate the value and to whom such was paid or received.

6. Have voluntary or involuntary proceedings in bankruptcy ever been instituted by or brought against the applicant?

YES, Exhibit Attached NO

Exhibit shall include a full disclosure concerning the person(s) and matters involved, identifying the court and the proceedings by dates and file numbers, stating the facts upon which the proceedings were based and the disposition of the matter.

7. Does the applicant entity have current or material (more than \$100,000 in the aggregate) litigation, unsatisfied judgments, decrees, restraining orders and/or current contingencies?

YES, Exhibit Attached NO

Exhibit shall include such details as dates, principal parties thereof; basis for such and explanation of the impact such may have upon the applicant's operation if the applicant is rendered an unfavorable decision.

8. Does the applicant entity, its owners, members, partners, associates, officers, directors and holders of equity or debt now have (or ever had) any interest or connection, in or out of the State of Connecticut, through employment or ownership with the following:

Any racing, jai alai, lottery, off-track betting, casino, charitable gaming or any other form of entity involved in wagering?

YES, Exhibit Attached NO

Any application that has been denied by any legalized gambling agency or authority?

YES, Exhibit Attached NO

Any license related to racing, jai alai, lottery, off-track betting, casino, charitable gaming or any other form of entity conducting legal wagering that has been suspended or revoked?

YES, Exhibit Attached NO

Exhibit shall include the names and addresses of involved person(s), nature of interest or Connecticut (giving dates), place of wagering activity, name under which such wagering activity was conducted, and complete description of events pertaining to legalized gambling activity, license application, license approval or denial, license suspension or revocation.

9. Does the applicant entity currently hold any license, permit or other authorization regarding legalized gambling operations including, but not limited to, casino, horse racing, greyhound racing, pari-mutuel operation, lottery, sports betting, charitable giving?

YES, Exhibit Attached NO

Exhibit shall include the type of gambling operation, type of license or registration held, licensing or registration agency (including state or municipality), date applied, name applied under, license, registration or permit number and expiration date.

10. Has the applicant entity ever had a license, registration, permit or other authorization regarding legalized gambling in the State of Connecticut or any other jurisdiction denied, suspended or revoked or ever been fined, suspended or appears as a respondent to any administrative action undertaken by a licensing agency or similar authority in or outside the State of Connecticut for any reason whatsoever?

_____ YES, Exhibit Attached _____ NO

Exhibit shall state the agency taking such action, the date each action was taken, the reasons therefore and the results.

11. Is the beneficial owner of any stock a person or organization other than the owner of record or subscriber?

_____ YES, Exhibit Attached _____ NO

Exhibit shall include the name of the owner or subscriber, the name of the beneficial owner, the condition under which the owner of subscriber holds and votes or has subscribed for such stock and a copy of any contract or other instrument relating to such conditions.

12. Have any of the applicant's securities or business offerings ever been suspended from trading, or has there been any action taken against them by any regulatory agency?

_____ YES, Exhibit Attached _____ NO

Exhibit shall include full details regarding said suspension and/or action.

**STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
License Services
450 Columbus Blvd, ste 801
Hartford, Connecticut 06103**

APPLICATION FOR A CLASS II OCCUPATIONAL LICENSE FOR THE FOLLOWING CATEGORIES:

Key Executive Officer	Trustee Other Control Person	Agent Director	Partner Shareholder	Owner	Managing Members
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(Please type or print name)

Applicant's Name (Last) _____ (First) _____ (Middle) _____

Pursuant to Section 12-574(g)/12-815a(d)(2) of the Connecticut General Statutes, I apply for an Occupational license for the following categories for the license year ending:

LICENSE CATEGORY	BUSINESS ORGANIZATION

License Fee _____, enclose check payable to "Treasurer State of Connecticut."

NOTE: Chapter 226/229a of the Connecticut General Statutes mandates that each Class II Occupational License applicant be fingerprinted and photographed. Enclosed are FBI and Connecticut State Police cards for your use. Also, please attach or clip one passport size full face color photograph.

GENERAL INFORMATION

1. Applicant agrees that any license which may hereafter be granted to said individual is predicated upon the statements and answers herein contained and that for any false or misleading statement or answer said license may be revoked. Applicant's background will be investigated by the Department of Consumer Protection, Department of Public Safety and other agencies of the State. Fingerprints and photographs shall be required.
2. False information or lack of total disclosure on any aspect of this application may result in license denial.
3. Information requests must be answered completely by the applicants. Such information is to be provided as of the date of application unless otherwise specified. Information that has been previously submitted to the Department of Consumer Protection should be so indicated and need not be resubmitted with the application if complete. If a question is not applicable to your application, please write "Not Applicable."
4. Applicant must indicate each license category(s) and business organization(s) for which the application is being submitted. If more than one category or business organization is applicable, please list each separately. It is the responsibility of the applicant to IMMEDIATELY notify the Department of Consumer Protection of any position or status change which will affect the license category and/or business organization for which the applicant has been licensed.

5. To preclude any misunderstanding on the applicant's part, the following terms are defined for your assistance in preparing this application:

- (a) Business Organization – A partnership, firm, corporation, trust or other form of business or legal entity, other than a financial institution regulated by a state or federal agency which is not exercising control over an Association licensee.
- (b) Control – The power to exercise authority over or direct the management and policies of a person or business organization.
- (c) Management – Any person or entities having responsibility to manage, direct, or administer the affairs of a person or business organization. Management includes, but is not limited to, members of the board of directors of a corporation, officers in charge of principal business functions, or principal owners.
- (d) Related or Related Party – Of any licensee: its affiliates, principal owners, management and members of their immediate families; and any other party who has the ability to significantly influence, directly or indirectly, the licensee from fully pursuing its owner separate management operating policies. This includes any power of attorney or fiduciary capacity delegated to any of the above.
- (e) Principal Owner or Principal Stockholder – means the owner(s) of record or known beneficial owner(s) of more than 10 percent of a business organization's debt, equity or voting interest, or who receives more than 10 percent of income earned or distributed from a business organization.
- (f) Legalized Gambling Entity – means any conditional licensee, licensee or possible licensee who may conduct or participate in legalized gambling in or out of the State of Connecticut.
- (g) Agent – means anyone to whom control or management, as defined herein, or any person actually or ostensibly authorized to represent and act on behalf of any principal.
- (h) Key Executive and Other Control Person – means any person, to which the terms “control,” “management,” “related” or “principal owner” apply.
- (i) Immediate Family – means spouse, children, stepchildren, adopted children as they relate to the applicant.

SPECIFIC INFORMATION

The majority of questions and requirements of this application are self-explanatory. However, clarification of certain questions is presented below. Should the applicant need further explanation of any aspect of this application, applicant should contact the Gaming Division of the Department of Consumer Protection at (860) 594-0643.

- 2. If current addresses and telephone numbers of previous spouses are unknown, indicate last known address and clearly label as such.
- 3. (A) if applicable, include both full married and maiden names. “Address” refers to residential address, but if different from mailing address, please indicate such. The “Occupation” should include both the general occupation and specific title held, if applicable. It should be further noted that a person may be a full-time student and may also hold an official title in a business or organization or serve in a capacity as an officer, director, etc., and should be disclosed under “Occupation/Title.”

5. (A) "Percentage Ownership" relates to both investment in the business indicated above and/or any loans or other debts. Specify type of ownership with each percentage. "Salaries or Benefits" should indicate as (1) the amount of salary or benefit reported on the W-2 annually and (2) should indicate the amount of other annual benefits such as, but not limited to, cars, housing, entertainment and travel, life insurance, deferred compensation plans or other compensation whether taxable or non-taxable as income by any federal, state or municipal taxing authority.
 - (B) "Title or Descriptive Relationship" should indicate whether individual is, in addition to an employee in 5(a), an officer, director, owner, principal stockholder or maintains other business relationships. "Description of Responsibilities" and time required to perform such are self-explanatory. With regard to the "Percentage of Ownership/Debt Equity," please indicate the cost and market value and clearly label each. "Compensation or Other Dollar Amount Benefit per Year" should indicate as (1) the amount representing actual salary or direct compensation, and as (2) the amount indicating the other annual benefits such as, but not limited to, cars, housing, entertainment and travel, life insurance deferred compensation plans or other compensation provided whether taxable or non-taxable as income by any federal, state or municipal taxing authority. If the applicant feels that further clarification or explanation of the second compensation amount would be beneficial in processing this application for licensing, such should be indicated on separate sheet(s) and submitted as the exhibit number 5(B).
 - (D) The exhibit should include the name of each corporation or partnership or other business organization and the doing business as (dba)' name. Also include state(s) in which such now operates or has operated and/or whether such application(s) were approved, issued, denied, suspended, revoked or is currently being considered.
 - (E) Such exhibit statement should include, but not be limited to, date(s), jurisdiction(s) and reason(s) for such appearance(s).
6. The "Statement of Financial Position" should be as of June 30 or a more recent month ended of the current year. As stated, all entries should be shown at current market value unless unavailable and otherwise indicated as representing a different basis. **All assets and liabilities of the applicant and spouse must be listed.** The following instructions and comments are offered for your assistance:
 - (A) Schedule 'A' – Cash on Hand & In Banks - Depository and location, provide information regarding the name and physical location of such cash. In answering whether such cash is pledged, this means pledged as collateral or restricted by other provisions of the applicant's investments or debt positions.
 - (B) Schedule 'B' – Government & Marketable Securities – Description should include type of stock or bonds, name of issuing entity as well as issue and maturity date, if bonds. All marketable investments such as treasury notes and other notes not shown as loans receivable should be included here.
 - (C) Schedule 'C' – Non-Marketable Securities – Description should include all bonds and notes which are restricted or controlled and were not issued as a public offering. The basis of such valuation as shown in the "Statement of Financial Position" must be disclosed. If such items are worthless, indicate so. Currently non-marketable stock, which represents suspended trading or worthless public stock, must be disclosed.
 - (D) Schedule 'D' – Restricted or Control Stocks – Schedule should include all stocks of closely held corporations or closed corporations.

- (E) Schedule 'E' – Partial Interest in Real Estate Equities – Schedule should include any real property held in partnership or together with other individuals other than spouse. The type of property should be described as to building, land, residential, business, etc.
 - (F) Schedule 'F' – Real Estate Owned – Schedule should include every property owned by applicant and spouse. The type of property should be indicated as outlined for Schedule 'E' above.
 - (G) Schedule 'G' – Mortgages and Loans Receivable – Schedule should include all information requested for each loan or mortgage provided by the applicant. The mortgagor/lendee represents to whom such funds were loaned by the applicant.
 - (H) Schedule 'H' – Notes Payable to Financial Institutions – This schedule represents amounts payable only to regulated financial institutions.
 - (I) Schedule 'I' – Amounts Payable to Others – This schedule represents all loans other than mortgages payable under Schedules 'E' and 'F.' Lender is the person or entity who loaned the applicant such monies.
 - (J) In the “Statement of Financial Position,” the sections providing for “Other Assets” and “Other Debts” may be utilized to provide disclosure of any partnership investments, overdrawn positions, etc., in addition to any miscellaneous items of assets or liabilities not provided for elsewhere. The applicant should not confuse the classification of loans receivable or payable with partnership drawing accounts or corporation loans receivable or payable with equity investments. If a business organization discloses a loan on its “Statement of Financial Position” (Balance Sheet), the same classification should be used by the applicant on his/her personal statement of financial position. If the “Statement of Financial Position” and/or any schedule would benefit by a note(s) disclosing information which would assist in clarification and/or processing this application, such may be included by the applicant as an exhibit and so labeled (e.g., individual may act in the capacity of an individual or corporate officer regarding securing of loans and such may affect his personal financial position as shown).
8. Type of source and type of income received represent cash, property, etc., and trust, stipend, etc., respectively.
13. This exhibit should include all current litigations or contingencies which has not been shown as a liability on the “Statement of Financial Position,” since it is uncertain. In addition, all liabilities which have been shown on the “Statement of Financial Position” which are the result of litigation or contingencies, should be elaborated upon in this exhibit. In regard to the impact of an unfavorable decision, please include a dollar amount or other effect of a possible unfavorable decision.
14. These questions are directed to applicants, who represent a legalized gambling entity in any capacity or a related entity of such who does business with individuals or business organizations who may benefit directly or indirectly from related control, related ownership, or related business association.

1A. PERSONAL INFORMATION

Applicant's Name (Last) (First) (Middle)

Alias(es), Nicknames, Maiden Name (Other Name Changes, Legal or Otherwise)

Legal Residence Zip Code

Mailing Address

Telephone () Residence () Business

Email address

Social Security Number Date of Birth

Place of Birth City State Country, if Foreign Born

Height Weight Color of Eyes Color of Hair

A. Of what country are you a citizen? _____

B. If you are not a citizen of the United States list:

1. Port of Entry to the United States: _____

2. Name and address of sponsor upon your arrival: _____

C. If you are a naturalized citizen, provide the following information:

Petition Number Date Granted Court City/State of Court Certification Number

D. If you are a legally authorized Permanent Resident Alien, provide the "A" number from your Alien Registration Card (1 151 or 1 551) and attach a copy of such. _____

E. If you do not have an Alien Registration Card but are an alien authorized to be employed in the United States, please provide the "A" number from that authorization and attach a copy of such. _____

Applicant's Initials _____

2. **MARITAL INFORMATION:**

Single _____ Married _____ Separated _____ Divorced _____ Widowed _____

Current Spouse's Full Name (Maiden): _____

Legal Residence: _____

Mailing Address: _____

Telephone: Residence (_____) Business (_____)

Date of Birth _____ Place of Birth _____ (City _____ State _____ Country, if Foreign Born)

Occupation _____ Spouse's Employer _____

Employer's Address _____

Previous Marriages: If ever legally separated, divorced or annulled, indicate below:

Name of Spouse Date of Order or Decree Nature of Action City, County and State

List the names and current addresses of previous spouse(s): See "Specific Information Page 2"

Name		Address			
	Street	City	State	Zip	Telephone #
	Street	City	State	Zip	Telephone #
	Street	City	State	Zip	Telephone #
	Street	City	State	Zip	Telephone #

Applicant's Initials _____

3. **FAMILY INFORMATION:** *(For decedents, give full name (maiden), and date of birth only).*

A. **Children and Dependents:**

List names, residence addresses, dates of birth, and most recent occupations of all children, including stepchildren and adopted children:

Name (Maiden)	Birth Date	Address	Occupation

4. **MILITARY INFORMATION:**

Have you ever served in any armed forces? Yes _____ No _____

Branch	Date of Entry
Date of Separation	Type of Discharge
Rating at Separation	Serial Number

While in the military service, were you ever convicted of an offense as a result of summary action, a trial, or special or general court martial? Yes _____ No _____

If "Yes," submit as Exhibit No. 4, a statement fully describing each offense, date and nature of disposition for each conviction.

Applicant's Initials _____

EMPLOYMENT, BUSINESS ASSOCIATIONS & FINANCIAL POSITION

5.A. Beginning with your current employment, list your work history, all businesses with which you have been involved, and/or all periods of unemployment for the last ten years.

Month and Year (From-To)	Name/Mailing Address of Employer/Business		Name of Supervisor
Title/Occupation	Description of Duties	Type of Business	Reason for Leaving
Salaries or Benefits 1. 2.	Percentage of Ownership/Debt Equity	Percentage of Time and Number of Hours Required to Perform Duties per Year	Business Organization Involved in Legalized Gambling? Yes ___ No

Month and Year (From-To)	Name/Mailing Address of Employer/Business		Name of Supervisor
Title/Occupation	Description of Duties	Type of Business	Reason for Leaving
Salaries or Benefits 1. 2.	Percentage of Ownership/Debt Equity	Percentage of Time and Number of Hours Required to Perform Duties per Year	Business Organization Involved in Legalized Gambling? Yes ___ No

Month and Year (From-To)	Name/Mailing Address of Employer/Business		Name of Supervisor
Title/Occupation	Description of Duties	Type of Business	Reason for Leaving
Salaries or Benefits 1. 2.	Percentage of Ownership/Debt Equity	Percentage of Time and Number of Hours Required to Perform Duties per Year	Business Organization Involved in Legalized Gambling? Yes ___ No

If necessary, submit as Exhibit No. 5A, a continuation of your employment history utilizing the above format.

Applicant's Initials _____

B. Beginning with your current business associations, list all corporations, partnerships, or any other business entities with which you have been associated as an owner, proprietor, partner, associate, officer, director, principle stockholder or related capacity within the last ten years.

Month and Year (From-To)	Name/Mailing Address of Employer/Business		Title or Descriptive Relationship
Percentage of Ownership/Debt Equity	Dollar Value at Cost & Market	Compensation or Other Dollar Amount Benefit per Year 1. 2.	Business Organization Involved in Legalized Gambling? Yes ___ No

Month and Year (From-To)	Name/Mailing Address of Employer/Business		Title or Descriptive Relationship
Description of Responsibilities		Type of Business	Percentage of Time and Number of Hours Required to Perform Responsibilities per Year
Percentage of Ownership/Debt Equity	Dollar Value at Cost & Market	Compensation or Other Dollar Amount Benefit per Year 1. 2.	Business Organization Involved in Legalized Gambling? Yes ___ No

Month and Year (From-To)	Name/Mailing Address of Employer/Business		Title or Descriptive Relationship
Description of Responsibilities		Type of Business	Percentage of Time and Number of Hours Required to Perform Responsibilities per Year
Percentage of Ownership/Debt Equity	Dollar Value at Cost & Market	Compensation or Other Dollar Amount Benefit per Year 1. 2.	Business Organization Involved in Legalized Gambling? Yes ___ No

If necessary, submit as Exhibit No. 5B, a continuation of your business associations in the above format.

Applicant's Initials _____

C. Have you ever held a privileged or professional license or permit, including but not limited to, the following, in any state?

Liquor	Pharmacist
Real Estate Broker or Salesman	Securities Dealer
Accountant	Legalized Gambling (Type)
Lawyer	Firearms
Doctor	

Yes _____ No _____

If answer to the above Question "C" is "Yes," submit as Exhibit No. 5C, a full disclosure indicating: (1) type of each license or permit; (2) each issuing state and/or country; (3) specific dates(s) of each license/permit held; (4) complete description of any and all disciplinary actions(s) or litigation taken against you in your licensed capacity.

D. Does the applicant now have (or ever had) any other interest or connection with the following:

Any racing, jai alai, lottery, off-track betting, casino entity, or any other form of entity conducting legal wagering?

Yes _____ No _____

Any application which has been denied by any legalized gambling agency or authority?

Yes _____ No _____

Any racing, jai alai, lottery, off track betting, casino operation, or any other form of entity which has had a license suspended or revoked?

Yes _____ No _____

If answer to any of the foregoing parts of the above Question "D," is "Yes," submit as Exhibit No. 5D, a full disclosure indicating: (1) names and addresses of involved individuals and/or business organizations; (2) nature of interest or connection (giving dates); (3) place of wagering activity; (4) name under which such wagering activity was conducted; (5) complete description of events pertaining to legal gambling activity; license application, license approval or denial, license suspension or revocation.

E. Have you ever been fined, suspended or appeared as a respondent to any administrative action undertaken by a licensing agency, or similar authority, in or outside the State of Connecticut, for any reason whatsoever?

Yes _____ No _____

If the answer to the above Question "E" is "Yes," submit as Exhibit No. 5E, a statement describing the full particulars of your appearance(s).

Applicant's Initials _____

6. Statement of Financial Position as of _____ 20____, at Current Market value (Unless Unavailable and Otherwise Indicated). **All Assets and Liabilities of the Applicant and Spouse must be listed:**

ASSETS	In Dollars (Omit Cents)
Cash on Hand and in Banks – See Schedule ‘A’	
Govt. & Marketable Securities – See Schedule ‘B’	
Non-Marketable Securities – See Schedule ‘C’	
Securities Held by Broker in Margin Accounts	
Restricted or Control Stocks – See Schedule ‘D’	
Partial Interest in Real Estate Equities – See Schedule ‘E’	
Real Estate Owned – See Schedule ‘F’	
Mortgages and Loan Receivables – See Schedule ‘G’	
Cash Value – Life Insurance (not face value)	
Other Assets – Itemize & Include Basis	

TOTAL ASSETS: _____

LIABILITIES AND NET WORTH	In Dollars (Omit Cents)
Notes Payable to Financial Institutions – Secured – See Schedule ‘H’	
Notes Payable to Financial Institutions – Unsecured – See Schedule ‘H’	
Due to Brokers	
Amounts Payable to Others–Secured – See Schedule ‘I’	
Amounts Payable to Others–Unsecured – See Schedule ‘I’	
Accounts and Bills Due	
Other Unpaid Taxes & Interest – Itemize	
Real Estate Mortgages Payable – See Schedules ‘E’ & ‘F’ (Part 2)	
Other Debts – Itemize	

TOTAL LIABILITIES: _____

NET WORTH: _____

TOTAL LIABILITIES & NET WORTH: _____

Applicant’s Initials _____

Schedule 'A' - Cash on Hand & In Banks

Depository	Location	In Name of	Are These Pledged?	Amount

Schedule 'B' – Government & Marketable Securities

No. of Shares or Face Value (Bonds)	Description	In Name of	Are These Pledged?	Cost Value	Current Value

Schedule 'C' – Non-Marketable Securities

No. of Shares or Face Value (Bonds)	Description	In Name of	Are These Pledged?	Basis of Valuation	Cost Value	Current Value

Schedule 'D' – Restricted or Control Stocks

No. of Shares or Face Value (Bonds)	Description	In Name of	Are These Pledged?	Basis of Valuation	Cost Value	Current Value

Applicant's Initials _____

Schedule 'E' – Partial Interest in Real Estate Equities – Part 1

Type of Property	Address	Title in Name of	Date Acquired

Schedule 'E' – Part 2

Cost Value	Mortgagee Name & Address	Mortgage Balance	Market Value

Schedule 'F' – Real Estate Owned by Applicant and/or Spouse – Part 1

Type of Property	Address	Title in Name of	Date Acquired

Schedule 'F' – Part 2

Cost Value	Mortgagee – Name & Address	Mortgage Balance	Market Value

Schedule 'G' – Mortgage & Loans Receivable

Name & Address of Morgagor/Lendee	Original Amount	Current Balance	Effective Rate	Secured or Unsecured	Original Date

Schedule 'H' – Notes Payable to Financial Institutions

Name & Address of Financial Institution	Original Amount	Current Balance	Effective Rate	Secured or Unsecured	Original Date

Applicant's Initials _____

Schedule 'I' – Amounts Payable to Others

Name & Address of Lender	Original Amount	Current Balance	Effective Rate	Secured or Unsecured	Original Date

7. Submit as Exhibit No. 7, a statement indicating complete disclosure of all assets pledged. Fully describe to whom each asset is pledged, the agreement governing such pledge and the requirements for release of such pledge. _____ Not Applicable

8. Submit as Exhibit No. 8, a statement indicating all additional major sources of income during the previous twelve months including but not limited to blind trusts and stipends which have not been included in Question 5 (A) and (B). Fully describe the type of source, type of income received, including the dollar value of such, or other consideration received, and list the names and addresses of the entities or individual sources described. _____ Not Applicable

9. Do you have a safe deposit box, other depository and/or access to any depository? Do you have an interest in, a signature or authority over a bank account, securities account, or other financial account in this or a foreign country, which has not been previously disclosed in Question 6, Schedule 'A'? Yes _____ No _____

If the answer to Question 9 is "Yes," submit as Exhibit No. 9, a statement containing the box number, type of depository or account, account number, location, names and addresses of other person's depository or account, and a description of the type of interest in such box or accounts.

10. Submit as Exhibit No. 10, complete copies of the applicant's most recent federal, state and municipal tax returns.

11. To the best of your knowledge have you, the applicant, complied with all requests for financial disclosures as required by the State of Connecticut, Department of Consumer Protection? Yes _____ No _____

If the answer to Question 11 is "No," submit as Exhibit No. 11, a statement fully explaining reason(s) for failure to provide disclosure information.

12. Have you, in the past, as an individual, member of a partnership, or principal stockholder, director or officer of a corporation, ever been party to a bankruptcy or to a lawsuit as either a plaintiff or defendant? Yes _____ No _____

If the answer to Question 12 is "Yes," submit as Exhibit No. 12, a statement describing the full particulars of the bankruptcy or lawsuit(s).

Applicant's Initials _____

13. Submit as Exhibit No. 13, a statement disclosing all current, and material (more than \$100,000.00 in the aggregate) litigation, unsatisfied judgments, decrees, orders and currently disclosable contingencies. Provide such details as dates, principal parties thereto, and factual and legal basis for such. Explain the impact such may have upon the applicant if an unfavorable decision is rendered. _____ Not Applicable

14. Are you, as applicant, related through control, family or business association to any other individual or business organization doing business with any legalized gambling entity?
Yes _____ No _____

If the answer to Question 14 is "Yes," submit as Exhibit No. 14, a statement containing the names and addresses of individual or business organizations providing and/or receiving the goods or services to (from) the gambling entities. Include names and addresses of the related individuals and a full description of the goods or services rendered. Indicate the dollar amount and percentage of business such represents, if known. If a fee or other consideration was (or is to be) paid or received for these transactions, indicate the value and to whom such was paid or received.

15. Are you, the applicant, delinquent in or in dispute over the filing of any report or the payment of any tax as required by federal, state or municipal laws?
Yes _____ No _____

If the answer to Question 15 is "Yes," submit as Exhibit No. 15, a statement fully describing the reasons of delinquency or dispute. Include the government agencies and time periods involved.

16. Have you or your spouse EVER been convicted of any crime, felony, misdemeanor, disorderly persons offense, or other offense, including motor vehicle crimes (other than a traffic violation)?
Yes _____ No _____

If the answer to Question 16 is "Yes," submit as Exhibit No. 16, a statement fully describing each offense, name and address of the court, and date and nature of disposition for each conviction. Indicate self or spouse.

17 A. Have you, the applicant, ever been questioned by a city, state, or federal law enforcement agency, commission or committee in connection with your alleged commission of a crime?
Yes _____ No _____

17 B. Have you ever been subpoenaed to appear or testify before a federal, state or county grand jury, board or committee in connection with a claim that you have committed a crime?
Yes _____ No _____

If any answer to Question 17 A or B is "Yes," submit as Exhibit No. 17A or 17B, a statement describing the full particulars, circumstances and reasons associated with the incident(s).

Applicant's Initials _____

EXHIBITS FURNISHED AS REQUIRED BY THIS APPLICATION

Exhibit Number	Name of Individual (1) By Whom Made or (2) Under Whose Direction Exhibit was Prepared (Show Which). If Exhibit is not Applicable, Indicate N.A.	Official Title
4		
5A		
5B		
5C		
5D		
5E		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17 A or B		

Applicant's Initials _____

LICENSE APPLICATION CONDITIONS

By the signing of this application, the applicant acknowledges that, if a license be granted, it will become the duty of the applicant/licensee to file with the Department of Consumer Protection such reports and financial data as may be required by State Statute or by such Rules and Regulations as the Department of Consumer Protection has adopted or may hereafter adopt, and to make such payments and/or fees as may be required by law. The aforementioned duty shall continue for the entire term (duration) of the license. If the applicant/licensee fails to abide by these requirements, the applicant/licensee shall incur the penalties set forth in Chapters 226 and 226b/229a of the Connecticut General Statutes or in such Rules and Regulations as said Department of Consumer Protection has adopted or may hereafter adopt.

If a license is issued, the applicant agrees to abide by and comply with the provisions of Chapters 226 and 226b/229a of the Connecticut General Statutes and any Rules and Regulations heretofore and hereafter promulgated by the Department of Consumer Protection.

Applicant verifies that all exhibits, statements, reports, papers, data, etc. submitted pursuant to this application are true, complete and current. The applicant additionally agrees to THEREAFTER provide the Department of Consumer Protection with full description of any significant operational changes in any of the aforementioned exhibits, statements, reports, papers, data, etc. as said change occurs.

Applicant agrees that any license which may hereafter be granted to said individual is predicated upon the statements and answers herein contained, which may be subject to verification by the Department of Consumer Protection, and that for any materially false or misleading statement or answer, said license may be revoked.

I have read the above paragraphs and information, and agree to the conditions as set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 20 ____.

STATE OF)
) SS.
COUNTY OF) (Town/City) _____
 APPLICANT

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, did personally appear _____, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public/Commissioner of Superior Court/JP

My Commission Expires:

(SEAL)

TAX RETURNS VERIFICATIONS

By the signing of the attached Internal Revenue Service Form 4506 (Request for Copy or Transcript of Tax Form), the applicant authorizes the Department of Consumer Protection to verify, **AS NECESSARY**, any tax information submitted pursuant to this application.

Applicant is required to complete items 1 through 3 on such form and sign (only), do not date.

This form is required in addition to submission of Exhibit 11.

No payment by applicant is required. If the Department of Consumer Protection deems it necessary to obtain tax return copies from the IRS in order to verify that the tax return copies provided by applicant are the same as filed with the IRS, fee will be paid by the Department of Consumer Protection.



STATE OF CONNECTICUT

DEPARTMENT OF CONSUMER PROTECTION

RELEASE AUTHORIZATION

(INDIVIDUAL)

To all Courts, Probation Departments, Selective Service Boards, Employers, Educational Institutions, Banks, Financial and Other Such Institutions, including Credit Reporting Services, and all Governmental Agencies – Federal, State and Local, without exception, both foreign and domestic. I have authorized the Connecticut Department of Consumer Protection and the Connecticut State Police to conduct an investigation into my background and activities.

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

This authorization shall supersede and countermand any prior request or authorization to the contrary.

A photocopy of this authorization will be considered as effective and valid as the original.

(LEGAL SIGNATURE OF APPLICANT)

NAME OF APPLICANT (PRINT OR TYPE)

DATE OF BIRTH

ADDRESS (Number and Street)

SOCIAL SECURITY NUMBER

CITY, STATE, ZIP

Subscribed and sworn to before me on this _____ day of _____ 20__

NOTARY PUBLIC

COMMISSION EXPIRATION DATE (seal)