



Connecticut Lottery Corporation  
777 Brook Street  
Rocky Hill CT 06067

Invitation to Bid  
CLC201005

Curb Display Signs

**July 15, 2010**

## **ADDENDUM 1**

### **Response to Vendor's Questions**

1. **Question:** What do you mean by “authorized distributors” in the following bid synopsis?

The Connecticut Lottery Corporation is soliciting bids from authorized distributors for Windmaster® curb display signs.

**Response:** An “authorized distributor” is a Vendor who has is legally allowed by the manufacturer to sell Windmaster® curb display signs.

2. **Question:** Are you looking for the sign frames only, or the overlays (2 per sign frame) as well?

**Response:** The Lottery intends to purchase the sign frames only. Overlays or inserts are not a component of this procurement.

3. **Question:** Are you open for suggested products in lieu of RFP item? The reason for this question is that there are other items that have bases that are more visible so that "tripping" or getting foot caught in stand would be less likely vs. current requested product where the base is open and pedestrians can trip.

**Response:** The Lottery prefers to purchase the specified product model numbers.

4. **Question:** The frame description has two requests, model #1001, and 1005. Both say slide in curb frame but model #1005 is actually a snap lock frame and not slide in. We are planning to bid the model numbers listed, but wanted to be sure the model numbers you have listed are correct, as the descriptions are not. Is quoting the model numbers as listed a correct assumption?

**Response:** The description for model #1005 was incorrectly listed in the Bid; frame #1005 is a snap-in frame. The Lottery intends this Bid to include, and requests pricing for, model #1001 and model #1005 as described by the manufacturer.

5. **Question:** For freight purposes, is your loading dock zip code the same as your office, 06067?

**Response:** Yes, the loading dock is located at 777 Brook Street, Rocky Hill, CT 06067.



Connecticut Lottery Corporation  
777 Brook Street  
Rocky Hill, CT 06067  
860-713-2700 (voice)  
860-713-2660 (facsimile)

## Invitation to Bid

**Bid Number:**

CLC201005

**Bid Description:**

Curb Display Signs

**Issue Date:**

June 29, 2010

**Response Due:**

August 3, 2010

**NOTE:** Bids cannot be accepted after the specified bid response date and time. Sealed bids may be submitted via U.S. Postal Service, commercial delivery service or hand delivered; electronic or facsimile versions will not be accepted.

**RETURN SEALED BIDS TO:**

Purchasing Services Officer  
Connecticut Lottery Corporation  
777 Brook Street  
Rocky Hill, CT 06067

**Reference: Bid #**

CLC201005

**BIDDER'S CHECKLIST**

**It is suggested that you review and check off each action as you complete it.**

1.  **Read the entire document.** Note critical items such as mandatory requirements, required services, date to submit, number of copies required, terms and conditions of the Contract.
2.  **Note the procurement officer's name, address, phone numbers and email address.** This is the only person who is allowed to communicate with Vendors regarding this solicitation.
3.  **Attend the pre-proposal conference, if one is offered.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the CLC of any ambiguities, inconsistencies or errors in the solicitation.
4.  **Take advantage of the Question and Answer period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal addenda issued for the solicitation. All addenda issued for a solicitation are posted on the CLC website and will be distributed to vendors registered to receive bid opportunity notices via the State of Connecticut, Department of Administrative Services Procurement Portal. Addenda will include all questions asked and answers provided for this solicitation.
5.  **Follow the format required in the solicitation when preparing your response.** Provide point-by-point responses to all sections in a clear and concise manner.
6.  **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the CLC or the Evaluation Committee will know what your capabilities are or what services you can provide even if you have previously contracted with the CLC. The bids are evaluated based solely on the information and materials provided in your response.
7.  **Use the forms provided** (ie. cover page, pricing form, release forms, affidavit, etc.)
8.  **Check the CLC's website for addenda.** Before submitting your Bid, check the CLC's website at [www.ctlottery.org](http://www.ctlottery.org) or the State of Connecticut, Department of Administrative Services Procurement Portal to see whether any addenda were issued for the solicitation.
9.  **Review and read the solicitation document more than once to make sure that you have addressed all requirements.** Your original response and the requested copies must be identical and complete.
10.  **Submit your original response and THREE exact duplicate copies of your response no later than the date and time specified.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses will be rejected and may be returned unopened to the Vendor.

This checklist is provided for assistance only and should not be submitted with the Vendor's Bid.

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# Part I

## STANDARD TERMS AND CONDITIONS

**All solicitations issued by the Connecticut Lottery Corporation (CLC) will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation to Bid (ITB).**

### **Solicitation Responses**

1. Forms specified and provided by the CLC in this solicitation must be submitted with the ITB response (collectively “Bids”). Telephone, electronic or facsimile Bids will not be accepted.
2. The time and date that the Bid is due is clearly stated on each solicitation issued. Bids must be in the CLC Purchasing Officer’s office on or before the Submission Date. Postmarks prior to that date and time do NOT satisfy the requirement for timely delivery. Vendors are solely responsible for ensuring timely delivery. The CLC will reject, and may return unopened to the Vendor, Bids received after the Submission Date and Time. Response envelopes must clearly indicate the bid number and title of the solicitation. The name and address of the Bidder should appear in the upper left hand corner of the envelope.
3. Bids must be clearly written and legible and must contain each of the forms identified in and attached to this ITB, as well as all other information required. The original Bid shall be signed by a person duly authorized to sign the Bid on the Vendor’s behalf. The CLC will reject an unsigned Bid. The person signing the Bid must initial errors, alterations or corrections on the original. Each copy of the Bid, if multiple copies are specified, must contain a copy of the signatures and, if any, the initials. If there is a conflict among copies of the Bid delivered to the CLC, the original Bid shall prevail. Incomplete forms may result in the rejection of the ITB response. Amendments to Bids received by the CLC after the time specified shall not be considered.
4. In its sole discretion, the CLC may reject, in whole or in part, a conditional Bid. A “conditional Bid” as used in this provision is a Bid that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of this ITB.
5. In its sole discretion, the CLC may reject an alternate Bid. An “alternate bid” is one that a Vendor submits in addition to the bidder’s primary response this ITB.
6. Prices should be extended in decimal and not in fractions, must be net of all trade discounts or allowances, shall include transportation and delivery charges fully prepaid by the Vendor to the destination specified in the ITB, and subject only to cash discount.
7. Pursuant to Section 12-816 of the Connecticut General Statutes, the CLC is exempt from all state and certain federal taxation. Such taxes must not be included in Bid prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
9. Failure to furnish all information requested or to follow the format requested in this ITB may disqualify the Bid. The CLC, in its sole discretion, may waive informalities and nonmaterial deviations in the Bid. Any waiver of informalities or nonmaterial deviations shall not modify the original ITB or relieve the Vendor from full compliance with the Contract requirements, if awarded.
10. All Vendors certify to the CLC that their Bid is made without collusion or fraud, and the Vendor has not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer or subcontractor in connection with its Bid, it has not communicated with any officer, director or employee of the CLC, other than the Purchasing Officer, concerning this ITB, nor has it conferred on or promised to any State or quasi-public employee, entity or agent or public official connected in any way to this ITB, any payment, gift, loan, subscription, advance, deposit of money or service, present or promised, unless consideration of substantially equal or greater value was exchanged and such consideration was not related to and was not intended to influence any decision regarding this ITB.
11. By submitting its Bid, Vendor certifies that it is not currently debarred from submitting Bids on contracts by any agency or political subdivision of the State of Connecticut, or any other state, native American body or other governmental entity within the United States, nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency or political subdivision of the State of Connecticut or any other state, native American body or other governmental entity within the United States.
12. It is the policy of the CLC to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities in its procurement activities. Toward that end, the CLC encourages firms to provide for the participation of Connecticut small businesses and Connecticut businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. This solicitation, however, is NOT restricted to Connecticut businesses nor those designated as small and/or minority owned businesses. Vendors that are certified through the Connecticut Department of Administrative Services (DAS), Business CONNections as a small, minority, women, or disabled owned business are requested to provide a copy of their current certification of eligibility issued by DAS with their bid. The successful Vendor will be expected to make a good faith effort to provide meaningful procurement opportunities to minority businesses when providing goods or services under the Contract.

### **Guaranty or Surety**

13. Bid and/or performance bonds may be required. Bonds must meet the following requirement: Corporation – must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership – must be signed by all the partners and indicate they are “doing business as”; Individual – must be signed by the owner and indicated as “Owner.” The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond; a corporate seal must be affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

### **Award**

14. The CLC may reject any Vendor that is or has been (i) in default of any prior contract with the CLC, any state agency, any political subdivision or the State of Connecticut, or any other state lottery, or (ii) whose principals or key employees have been convicted of a crime, including but not limited to fraud or misrepresentation in the procurement or performance of a contract.
15. The CLC may, but is not obligated to, allow the Vendor to correct any mistake in a Bid that is obviously a clerical error, such as price extension or decimal point error. If an error exists in an extension of process, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall prevail.
16. The Lottery’s choice of a Vendor for this purchase will be based on competitive principles. The Lottery reserves the right, in its sole discretion, to accept the Bid that, all things considered, is in the Lottery’s best interests. The Lottery may select the Vendor deemed to have submitted the most favorable Bid, considering price and other factors, when in the judgment of the Lottery, such award is in the best interests of the Lottery. The Contract will not be in effect until the Vendor receives a fully executed and signed purchase order signed by the President and CEO of the CLC.

### **Acceptance Period**

17. This bid shall be binding upon the Vendor for one hundred eighty (180) days following the bid due date. Any Bid which proposes a shorter acceptance period shall be rejected. At the end of that time, the Vendor may retract its Bid by giving written notice to the Lottery.

### **Creation of a Contract**

18. The provisions, specifications, terms and conditions of this ITB shall be made part of a Contract between the Successful Vendor and the CLC, at the discretion of the CLC, which may be in the form of a Purchase Order or other similar type agreement.
19. The Vendor shall not assign, subcontract or otherwise dispose of all or any of its obligation(s) under the Contract to any other person or entity without, in each instance, the CLC’s prior written consent.
20. Failure of a Vendor to deliver goods or perform services as specified in the Contract will constitute authority for the CLC to purchase these goods or services on the open market. The Vendor agrees to promptly reimburse the CLC for the excess cost of these purchases.
21. The Vendor shall indemnify, defend, and hold harmless the CLC, its directors, officers, agents, employees, retailers and the State of Connecticut from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorneys’ fees, arising out of or relating, directly or indirectly, to the Vendor’s malfeasance, misconduct, negligence or failure to meet its obligations under the Contract, or the Vendor’s actions and/or inactions during the preparation, submission and evaluation of the Bid and/or during the time period prior to the execution of the contract. The Vendor’s obligations in this section shall not be limited in any way by any limitations on the amount or type of the Vendor’s insurance or on the damages, compensation or benefits payable by the Vendor under worker’s compensation, disability benefit, or other employee benefit acts. Each Vendor will also be required to pay any and all attorneys’ fees incurred by the CLC, its directors, officers, agents, employees, retailers and the State of Connecticut in enforcing the Vendor’s obligations under this section. This section’s obligations shall survive the expiration or termination of the Contract.
22. The Contract resulting from this Bid shall be governed in all respects by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut. By submitting a Bid, the Vendor irrevocably submits in any suit, action or proceeding arising out of the ITB or the resulting contract to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of the Connecticut Superior Court located in the Hartford Judicial District. The Vendor shall comply with applicable federal, state and local laws and regulations.
23. The CLC may, at its sole discretion, clarify, modify, amend, alter or terminate this ITB when it is in the CLC’s best interest. Any such action shall be effected by a posting on the State of Connecticut, Department of Administrative Services Purchasing Portal, Bidder Notification System and on the CLC’s web site at [www.ctlottery.org/bids-open.htm](http://www.ctlottery.org/bids-open.htm). Upon receipt of notice that the CLC has terminated this ITB, the Vendor shall both immediately discontinue all work on its response to this ITB (unless the notice directs otherwise). In the event of any such termination of the ITB, the CLC shall have no other liability or obligation to the Vendor.

24. Any Contract resulting from this Bid may be terminated by the CLC upon written notice to the Vendor. Upon receipt of a notice of such termination, the Vendor shall take all steps necessary to mitigate the costs and expenses payable under this section. Termination of the Contract does not excuse the Vendor from any other liabilities that it may have incurred as a result of its failure to meet its obligations during the Contract.

### **Force Majeure**

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

### **Advertising**

26. The Vendor shall not, either directly or indirectly, name the CLC, use CLC's logo, or otherwise make any reference of any kind to the CLC in its advertising, news releases, brochures or other material, or on its website, without the CLC's prior written consent.

### **Rights**

27. The Vendor assigns to the CLC all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the General Statutes. This assignment occurs when the Vendor is awarded the contract.
28. Vendor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Vendor also agrees that it will hold the CLC harmless and indemnify the CLC from any action that may arise out of any act by the Vendor concerning lack of compliance with these laws and regulations.



## Part II

### GENERAL REQUIREMENTS

#### Issuing Office

This Invitation to Bid (ITB) is issued by and is for the exclusive use of the CLC. The current mailing address for the Corporate Headquarters is as follows:

Connecticut Lottery Corporation  
777 Brook Street  
Rocky Hill, CT 06067

Corporate Website [www.ctlottery.org](http://www.ctlottery.org)

#### Purchasing Officer

The Purchasing Officer, acting on the CLC's behalf, is the sole point of contact for this ITB.

Communications concerning this procurement shall be addressed in writing to the Purchasing Officer:

Janice Beckner, CPPB  
Connecticut Lottery Corporation  
777 Brook Street  
Rocky Hill, CT 06067  
Voice Telephone 860.713.2789  
Facsimile Number 860.713.2660  
Email address: Janice.beckner@ctlottery.org

Any changes to this ITB made as a result of written inquiries, questions or requests will be communicated by published addenda distributed via the State of Connecticut, Department of Administrative Services Purchasing Portal, Bidder Notification System and the CLC website at <http://ctlottery.org/bids-open.htm> . If minor revisions become necessary after the closing date for submitting Bids, the Lottery will also publish and distribute addenda to all recipients of the original ITB.

#### Date and Time of Bid Submission

All Bids pursuant to this ITB shall be submitted to the CLC at its offices on 777 Brook Street in Rocky Hill, CT 06067 no later than 2:00 p.m. eastern time on August 3, 2010. Vendors are solely responsible for ensuring timely delivery. Bids received after that time and date will be rejected by the CLC and will result in the Bid being returned unopened to the Vendor.

#### Bid Format

The Bid shall be mailed or hand-delivered in a sealed envelope to the CLC Purchasing Officer named above; the envelope must be clearly identified as **Bid # CLC201005 Curb Display Signs**. The top page shall be Attachment A, signed *Vendor Information Form*, page two (2) shall be Attachment B, *Pricing Schedule* followed by completed and signed Attachment C *Vendor's Affidavit*, Attachment D *Consulting Agreement Affidavit*, Attachment E *Gift and Campaign Contribution Certification*, Attachment F *Campaign Contribution and Solicitation Ban*, and Attachment G *Nondiscrimination Certification*. Attachment H *SEEC Form 11* is for Vendor's information only and should not be returned with the bid response. The Vendor shall supply **one (1) original clearly marked as such** and three (3) copies. All costs and expenses associated with the preparation and submission of the Bid shall be the sole responsibility of the Vendor.

### **Anticipated Project Schedule**

Project Task	Date
Invitation to Bid Issued	June 29, 2010
Questions from Vendors Due	July 12, 2010
Responses to Vendors Due	July 15, 2010
Bids Due to the Lottery	August 3, 2010
Successful Vendor Announced	August 11, 2010
Delivery Due	September 1, 2010 or earlier

### **Vendor Questions and Comments**

All questions and comments concerning the Lottery's procurement process or the ITB must be directed only to:

Janice Beckner, CPPB  
Associate Fiscal Administrative Officer (Purchasing Officer)  
Connecticut Lottery Corporation  
777 Brook Street  
Rocky Hill, CT 06067  
Voice Telephone 860.713.2789  
Electronic mail address: [Janice.beckner@ctlottery.org](mailto:Janice.beckner@ctlottery.org)

**Vendors may not contact any other Lottery employee or official concerning the ITB or the goods or services to be provided under it.** A Vendor's failure to comply with this requirement may result in disqualification of its Bid.

**Vendor questions and comments shall be sent by electronic mail to the Purchasing Officer,** who must receive them no later than 2:00 p.m. Eastern time on July 12, 2010. The Purchasing Officer will confirm receipt of a Vendor's questions by electronic mail. Questions cannot be submitted via telephone, but the Purchasing Officer will accept telephone calls to confirm receipt of a Vendor's questions if the Vendor has not received an electronic mail confirmation.

The CLC will answer all written questions, inquiries and comments in writing via an ITB addendum on or before July 15, 2010. Addenda will be available through the State of Connecticut, Department of Administrative Services Purchasing Portal, Bidder Notification System, and will also be posted on the Lottery's website at [www.ctlottery.org/bids-open.htm](http://www.ctlottery.org/bids-open.htm). Each Vendor is responsible for checking the portal and website to determine if the CLC has issued an addendum and, if so, to complete its Bid in accordance with the ITB as modified by the addendum or addenda. No oral statement of the Lottery or any of its officers or employees, including the Purchasing Officer, shall be effective to modify any of the provisions of this ITB.

### **Presumption of Vendor's Full Knowledge**

The Lottery will presume that: (a) each Vendor that submits a Bid is familiar with and is able to comply with all federal, state, and local laws, ordinances and regulations that in any manner relate to this ITB and the supply of goods and performance of the services described herein; and (b) each Vendor has read and understood each document in this ITB and any addenda issued in connection with it. A Vendor's failure and/or omission to review or examine any information concerning this ITB shall in no way relieve it from any aspect of its Bid or the obligations related thereto.

By submitting a Bid, each Vendor represents that it has thoroughly examined and become familiar with the technical specifications contained in the ITB and, further, it is capable of supplying the goods and performing the services to achieve the Lottery's objectives.

**Qualifications of the Vendor**

The Lottery, in collaboration with the Division of Special Revenue and the Connecticut State Police, may make any investigations as deemed proper and necessary to determine the ability of the Vendor to perform the Contract. Such investigations may include but not be limited to, financial and criminal background investigations on those individuals who, in the Lottery's and the Division's sole discretion, are key employees directly involved in the fulfillment of this contract.

## Part III

### Special Terms and Conditions

#### Purpose

The purpose of this Invitation to Bid (ITB) is to obtain competitive Bids from qualified, authorized Vendors for the purchase of Windmaster® curb display signs; substitutions will not be accepted. Signs shall be placed at selected store-front locations throughout the State of Connecticut for the purpose of advertising lottery products.

#### Background Information

The Connecticut Lottery Corporation (hereinafter “the Lottery” or “the CLC”) is a quasi-public agency with the sole purpose of generating revenues for the State of Connecticut’s General Fund. In addition to a variety of on-line games, the CLC currently offers numerous instant “scratch” games through a retailer network base consisting of approximately 2,700 retailer establishments.

#### Product Description/Specifications

- A. Windmaster® Model 1001 Slide-In Curb Sign, gloss black. **Quantity 400** delivered FOB destination.
- B. Windmaster ® Model 1005 Slide-In Curb sign, gloss black. **Quantity 100** delivered FOB destination.

#### Product Information

The Vendor shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Lottery to determine if the product offered meets the requirements of the solicitation. Failure to provide this information may cause rejection of bid.

#### Warranty

The Vendor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Vendor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Lottery by any other clause of this solicitation. **A copy of any applicable warranty shall be furnished with the bid.**

#### Curb Sign Packaging

Each sign shall be individually packed with a level of protective materials necessary to ensure safe delivery. Complete assembly and graphic change instructions must be included with each unit.

#### Delivery

All products and equipment delivered must be new and meet all OSHA safety standards as required. The Lottery expects delivery of the products by September 1, 2010 or earlier. Partial shipments will be accepted. Delivery of all signs shall be FOB destination to the CLC’s loading dock; no extra charges shall be allowed for freight or fuel costs. Payment terms are net 30 days upon receipt of goods or invoice, whichever is later.

## **Required Documents**

This checklist is provided to assist Vendors in submitting a responsive Bid and may not be inclusive of all solicitation requirements. Vendors are expected to carefully read the entire solicitation. Vendors should verify that the following issues have been addressed prior to submission of their Bid:

ATTACHMENT A, *Vendor Information Form*, signed by an official authorized to bind the Vendor is included as the top page of Bid.

ATTACHMENT B, *Pricing Schedule*, is completed, signed and included as page two of the Vendor's Bid.

ATTACHMENT C, *Vendor's Affidavit*, is completed, signed, and included as page three of the Vendor's Bid.

ATTACHMENT D, *Consulting Agreement Affidavit*, is completed, signed, and included as page four of the Vendor's Bid

ATTACHMENT E, *Gift and Campaign Contribution Certification*, is completed, signed, and included as page five of the Vendor's Bid

ATTACHMENT F, *Campaign Contribution and Solicitation Ban*, is completed, signed, and included as page six of the Vendor's Bid

ATTACHMENT G, *Nondiscrimination Certification*, is completed, signed, and included as page seven of the Vendor's Bid

Provide one original, clearly marked as such, and three (3) copies of the above documents.

Include product literature, specifications, and item numbers of the proposed product.

Include documentation of warranty coverage.

Submit all copies of the Bid and signed Addenda, if any, to the attention of the Purchasing Officer no later than 2:00 PM EDT, August 3, 2010 in a sealed envelope clearly identified with the Bid title and Bid number (see page one of this solicitation).



**Attachment B - Pricing Schedule**  
**Connecticut Lottery Corporation**

**Bid # CLC201005**

**Curb Display Signs**

**Note: Prices must be valid for one-hundred and eighty (180) days from the submission of this Bid.**

**Bidder Name** \_\_\_\_\_ **FEIN #** \_\_\_\_\_

**Pricing Schedule**

<b>Item #</b>	<b>Description of Commodity</b>	<b>Quantity</b>	<b>Bid Price Each</b>
1	Windmaster® Model 1001 Slide-In Curb Sign, gloss black	400	\$ _____
2	Windmaster® Model 1005 Slide-In Curb Sign, gloss black	100	\$ _____

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
Person authorized to bind the company

**Attachment C - Vendor's Affidavit**

I hereby certify that I am the \_\_\_\_\_ and the duly authorized representative of the firm of \_\_\_\_\_

Please Print

whose address is \_\_\_\_\_ and that neither  
Address City, State, Zip

I nor, to the best of my knowledge, information and belief, the above firm or any of its other representatives I herein represent have:

- a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of this Bid being submitted herewith; or,
- b) In any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid price of the Vendor herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which this Bid is submitted.

In signing this Affidavit, the Vendor agrees to all terms and conditions of this Invitation to Bid and affirms that all information contained in the Bid is true and accurately portrays all aspects of the proposed services. The Vendor is aware that any substantive misinformation or misrepresentation may disqualify the Bid from further consideration by the Connecticut Lottery Corporation.

Authorized Signature: \_\_\_\_\_

Signatory's Name: \_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

Commission Expiration Date (Seal)



## Attachment D – Consulting Agreement Affidavit



### STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

#### INSTRUCTIONS:

**If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

**AFFIDAVIT:** [ Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_ ]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

\_\_\_\_\_  
Consultant's Name and Title

\_\_\_\_\_  
Name of Firm (if applicable)

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
End Date

\_\_\_\_\_  
Cost

Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the consultant a former State employee or former public official?  YES  NO

If YES: \_\_\_\_\_  
Name of Former State Agency

\_\_\_\_\_  
Termination Date of Employment

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

\_\_\_\_\_  
Printed Name of Bidder or Vendor

\_\_\_\_\_  
Signature of Chief Official or Individual

\_\_\_\_\_  
Date

Agency

\_\_\_\_\_  
Printed Name (of above)

\_\_\_\_\_  
Awarding State

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court  
or Notary Public

## Attachment E – Gift and Campaign Contribution Certification



### STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

#### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

**CHECK ONE:**     Initial Certification                       Annual Update (Multi-year contracts only.)

#### **GIFT CERTIFICATION:**

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

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

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

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

#### **CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:





**STATE OF CONNECTICUT**  
**STATE ELECTIONS ENFORCEMENT COMMISSION**  
 20 Trinity Street Hartford, Connecticut 06106–1628

**Attachment F – SEEC FORM 10 - Campaign Contribution and Solicitation Ban**

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on page 2):

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

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

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

Receipt acknowledged: \_\_\_\_\_  
 (signature) (date)

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to “State Contractor Contribution Ban”

## Definitions:

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

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

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

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

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

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

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

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

**Attachment G – Nondiscrimination Certification**



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

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

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

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am \_\_\_\_\_ of \_\_\_\_\_, an entity

Signatory's Title

Name of Entity

duly formed and existing under the laws of \_\_\_\_\_.

Name of State or Commonwealth

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

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
**Authorized Signatory**

\_\_\_\_\_  
**Printed Name**

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

\_\_\_\_\_  
Commissioner of the Superior Court/  
Notary Public

\_\_\_\_\_  
Commission Expiration Date



**STATE OF CONNECTICUT**  
**STATE ELECTIONS ENFORCEMENT COMMISSION**  
20 Trinity Street Hartford, Connecticut 06106–1628

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**Attachment H – SEEC Form 11**

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF  
CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

**Civil penalties**--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

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

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

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

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

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

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

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

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



**Attachment I – Important Notices**  
**IMPORTANT NOTICE TO CLC EMPLOYEES**

TO: All Connecticut Lottery Corporation Employees

FROM: Anne M. Noble, President & CEO

DATE: June 29, 2010

SUBJECT: Curb Display Signs (Invitation to Bid #CLC201005)

The Connecticut Lottery Corporation (the “CLC”) has issued an Invitation to Bid for Curb Display Signs . Effective immediately, therefore, in order to assure the integrity of the procurement and selection processes, there shall be NO CONTACT authorized between CLC staff members and any Prospective Vendor, except for such contacts as may be necessary by the Evaluation Committee during the selection process and for routine contacts as may be required in connection with existing contracts. The definition of “Vendor” for this purpose includes all management and staff of companies expected to submit a Bid for this Contract, as well as any consultant, lobbyist, agent or advisor to any such Vendor.

This prohibition against non-essential contacts will continue until the entire ITB and Contract Award process has been concluded.

The sole contact on matters pertaining to this ITB is **Janice Beckner, Associate Fiscal Administrative Officer**. All telephone calls and/or correspondence must be directed to Ms. Beckner at [Janice.beckner@ctlottery.org](mailto:Janice.beckner@ctlottery.org) or 860-713-2789.

It is very unlikely that Prospective Vendors will attempt any communication because the ITB strictly prohibits all such inquiries. However, in the event that any attempt is made by a Prospective Vendor to contact or establish communication with a member of the Lottery staff, it should be reported immediately to Ms. Beckner.

Prospective Vendors and CLC employees are further reminded that no news releases or statements to the news media pertaining to this ITB, related Bids, and/or Contracts resulting there from shall be issued or made without prior written approval of the President & CEO.

Any questions or requests for clarification of this requirement should be directed to Ms. Beckner.

**IMPORTANT NOTICE TO CLC BOARD OF DIRECTORS**

TO: Members of the CLC Board of Directors

FROM: Anne M. Noble, President & CEO

DATE: June 29, 2010

SUBJECT: Curb Display Signs (Invitation to Bid #CLC201005)

The Connecticut Lottery Corporation (the "CLC") has issued an Invitation to Bid for a one-time purchase of Curb Display Signs.

Effective immediately, therefore, in order to assure the integrity of the procurement and selection processes, I am asking Members of the Board of Directors to refrain from all non-essential contact with any Prospective Vendor. The definition of "Vendor" for this purpose includes all management and staff of companies expected to submit a Bid for this Contract, as well as any consultant, lobbyist, agent or advisor to any such Vendor, except for such contacts as may be necessary by the Evaluation Committee during the selection process and for routine contacts as may be required in connection with existing contracts.

This prohibition against non-essential contacts will continue until the entire ITB and Contract Award process has been concluded.

The sole contact on matters pertaining to this ITB is **Janice Beckner, Associate Fiscal Administrative Officer**. All telephone calls and/or correspondence must be directed to Ms. Beckner at [Janice.beckner@ctlottery.org](mailto:Janice.beckner@ctlottery.org) or 860-713-2789.

It is very unlikely that Prospective Vendors will attempt any communication because the ITB strictly prohibits all such contact. However, in the event that any attempt is made by a Prospective Vendor to contact or establish communication with a member of the Board of Directors, it should be reported immediately to Ms. Beckner.

Members of the CLC Board of Directors are further reminded that no news releases or statements to the news media pertaining to this ITB, related Bids, and/or Contracts resulting there from shall be issued or made without prior written approval of the President & CEO.

**IMPORTANT NOTICE TO DIVISION OF SPECIAL REVENUE**

TO: Paul Young, Executive Director of the Division of Special Revenue

FROM: Anne M. Noble, President & CEO

DATE: June 29, 2010

SUBJECT: Curb Display Signs (Invitation to Bid #CLC201005)

The Connecticut Lottery Corporation (the "CLC") has issued an Invitation to Bid for a one-time purchase of curb display signs.

Effective immediately, therefore, in order to assure the integrity of the procurement and selection processes, the Lottery asks your assistance in directing employees of the Division of Special Revenue to prohibit contact with any Prospective Vendor for this contract ***except for such contacts as may be necessary by the Evaluation Committee during the selection process and for routine contacts as may be required in connection with existing contracts.*** The definition of "Vendor" for this purpose includes all management and staff of companies expected to submit a Bid for this Contract, as well as any consultant, lobbyist, agent or advisor to any such Vendor. This prohibition will continue until the entire ITB and Contract Award process has been concluded.

The sole contact on matters pertaining to this ITB is **Janice Beckner, Associate Fiscal Administrative Officer**. All telephone calls and/or correspondence must be directed to Ms. Beckner at [janice.beckner@ctlottery.org](mailto:janice.beckner@ctlottery.org) or 860-713-2789.

It is very unlikely that Prospective Vendors will attempt any communication because the ITB strictly prohibits all such inquiries. However, in the event that any attempt is made by a Prospective Vendor to contact or establish communication with a member of the DOSR staff, it should be reported immediately to Ms. Beckner.

DOSR employees are further reminded that no news releases or statements to the news media pertaining to this ITB, related Bids, and/or Contracts resulting there from shall be issued or made without prior written approval of the President & CEO.

Any questions or requests for clarification of this requirement should be directed to Ms. Beckner.

## **Attachment J - Plain Language Summary of State Ethics Laws for Current and Potential State Contractors**

**Note:** The following is a summary of the major ethics laws and related provisions applicable to current and potential state contractors. For more detailed information or to discuss any questions you may have, contact the Office of State Ethics at (860) 566-4472.

### **RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL**

**GIFTS:** In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to \$50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to \$10 per item up to \$50 per person per year. Also exempt are certain items such as informational materials, or plaques costing less than \$100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

**IMPORTANT RECENT CHANGE IN LAW:** As of July 1, 2004, gifts for "major life events," including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.

**NOTE:** State agencies may have stricter gift rules than the provisions of the Ethics Code (for example, an agency policy may ban all food and drink). Be sure to obtain a copy of the agency's ethics policy before you provide any benefit to an agency official/employee.

**NECESSARY EXPENSES:** Under the Ethics Code, you may not pay a fee or an honorarium to a state official or employee for making a speech or appearing at your organization's event. You may, however, under limited circumstances, pay the "necessary expenses" of such a state servant. These expenses are limited to: necessary travel, lodging for the nights before, or and after the speech, meals and conference fees. There may be reporting requirements attached to the giving and taking of necessary expenses, so contact the Office of State Ethics if you need more information. **NOTE:** Before providing necessary expenses, check with the state agency's ethics officer to determine if the agency allows such payments.

**GIFTS TO THE STATE:** The Ethics Code allows limited "gifts to the state" which facilitate state action or functions (for example, donating a piece of equipment to the agency).

**NOTE:** Recent legislation was passed that may impact gifts to the state. Please contact the Office of State Ethics before giving a gift to the state to determine if such donations are acceptable.

### **RULES ON HIRING STATE PERSONNEL**

Before you hire a current or **former** state employee, you should be aware of certain provisions of the Ethics Code. First, if you are considering hiring a current state employee, especially from a state agency with which you do business or by which you are regulated, you should know the following:

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

Second, if you are considering hiring a **former** state employee, you should be aware of the Ethics Code's post-state employment, or revolving door, laws:

If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for one year after leaving state service.

**NOTE:** The former State Ethics Commission established a limited exception to this provision which allows the former employee to return to his or her former agency within the one year period for the sole purpose of providing technical expertise (for example, to help implement a previously awarded contract). This is a fact-specific exception that applies in very limited circumstances: therefore, you should contact the Office of State Ethics for further assistance if you think this exception applies to you.

If a state official or employee was substantially involved in, or supervised, the negotiation or award of a contract valued at \$50,000 or more, and the contract was signed within his or her last year of state service, and you or your business was one of the parties to the contract, then you and/or your business are prohibited from hiring him or her for one year after he or she leaves state employment.

A former state official or employee can **never** represent anyone other than the state regarding a particular matter in which he or she was personally and substantially involved while in state service and in which the state has a substantial interest.

Third, there are approximately 75 state officials or employees who may not negotiate for, seek or accept employment with any business subject to regulation by their agency, and may not accept employment with such a business for one year after leaving state service. Under that section of the law, it is also illegal for a business in the industry to employ such an individual.

## **CONFLICT OF INTEREST RULES THAT APPLY TO YOU AS A STATE CONTRACTOR**

Under Conn. Gen. Stat. §1-86e of the Ethics Code, no state contractor, including a consultant or other independent contractor, can use the authority provided under the contract, or confidential information acquired in the performance of the contract, to obtain financial gain for himself, his employee, or a member of his immediate family. Also, a state contractor cannot accept another state contract that would impair his independence of judgment in the performance of the first contract. Finally, a state contractor cannot accept anything of value based on an understanding that his actions on behalf of the state would be influenced.

It is important to call the Office of State Ethics at (860) 566-4472 to discuss the application of this law, or any of the other ethics laws, to your specific situation.

## **OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU**

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. You need to check the web sites of both the Department of Administrative Services, [www.das.state.ct.us](http://www.das.state.ct.us), and the Office of Policy and Management, [www.opm.state.ct.us](http://www.opm.state.ct.us), for copies of these affidavits and for other updated information regarding state contractors. Also, because the particular agency with which you wish to contract may have specific rules that you must follow, you need to check with that agency as well.

If you or your business provides "investment services" as defined in the Code of Ethics, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84(n).

Finally, if you or your business spends or receives \$2,000 or more in a calendar year for activities that constitute lobbying under the Ethics Code, whether to affect legislation or the actions of an administrative

state agency, then you and/or your business may have to register as a lobbyist with the Office of State Ethics, and more ethics rules will apply to you. Contact the Office of State Ethics, or review the lobbyist registration information at [www.ct.gov/ethics](http://www.ct.gov/ethics).

Recent legislation (Public Act 05-287) prohibits anyone who is a party (or who is seeking to become a party) to a state construction, procurement, or consultant services contract over \$500,000 from:

(1) Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;

(2) intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or

(3) intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

Recent legislation (Public Act 05-287) also requires any prospective state contractor to affirm in writing that he or she has been provided with a summary of the state's ethics laws and that his key employees have read and understood the summary and agree to comply with the applicable provisions of the ethics law.