



Connecticut Lottery Corporation
777 Brook Street
Rocky Hill, CT 06067

Instant Ticket Printing Request for Proposal #CLC201903

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

The Connecticut Lottery Corporation ("CLC") is soliciting price proposals and work plans from qualified and responsible vendors for Instant Ticket printing. This request is not an offer and does not obligate the CLC to negotiate with any vendor or make an award. Unless and until a written contract is signed by the CLC and the successful vendor, the CLC shall have no obligations.

The sole CLC point of contact for the Request for Proposal ("RFP") prior to the award of any Contract is Purchasing Officer Suzanne Colley. Please direct all questions regarding this RFP to her only by email at Suzanne.Colley@ctlottery.org. **Contact with any other CLC employee or officer, or any member of the Lottery Board of Directors, or State of Connecticut official concerning this RFP may result in disqualification.**

Vendor Name:	Phone:	
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Contact Person:	Business Cell:	
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Vendor Address		
Street		City
State	Zip	Email

SCHEDULE OF CERTAIN KEY EVENTS AND DEADLINES

Vendor Questions Due: 3/27/2019 by 2:00 PM EST

Submission Due Date and Time: 5/17/2019 by 2:00 PM EST

Anticipated Award Date: 10/28/2019

Anticipated Commencement Date: 11/1/2019

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PART I: INTRODUCTION

The CLC (or "Lottery"), a quasi-public agency with the mission of generating revenue for the State of Connecticut's General Fund, issues this Request for Proposal for its exclusive use. The purpose of this solicitation is to partner with a vendor(s) committed to the CLC's mission and assisting in the further growth of the Lottery's Instant Ticket portfolio. The CLC requests competitive, sealed Proposals from qualified vendors to provide the Lottery with the non-exclusive design and printing of its Instant Tickets, including required marketing materials and associated marketing-related services, all as described in Parts V and VII below.

In fiscal year 2018, CLC sales totaled approximately \$1.269 billion. \$731.9 million of those sales were from Instant Ticket products. The CLC forecasts Instant Ticket sales of approximately \$738 million in the fiscal year that ends June 30, 2019. All revenue generated by the CLC through the sale of lottery tickets, less prizes, operating expenses and reserves, is transferred to the State of Connecticut's General Fund.

The CLC currently has Instant Ticket price points at \$1, \$2, \$3, \$5, \$10, \$20 and \$30. Historically, forty-five (45) games were launched in fiscal year 2016; forty (40) games were launched in fiscal year 2017; thirty-six (36) games were launched in fiscal year 2018; and forty-four (44) games are being launched in fiscal year 2019. The normal print run for games is between 1,000,000 to 18,000,000 tickets per game, with lower print runs for games with higher price points.

The CLC currently prints Instant Tickets with three (3) vendors. In fiscal year 2016, the CLC ordered approximately 158,810,000 tickets. In fiscal year 2017, the CLC ordered approximately 113,700,000 tickets. In fiscal year 2018, the CLC ordered approximately 105,599,720 tickets.

The CLC is working to expand its revenue generation capabilities in Instant Tickets, while remaining committed to its mission to raise revenue in an entrepreneurial manner for the State of Connecticut.

The CLC employs approximately 135 people and has one (1) headquarters office building and four (4) High-Tier Claim Centers. The CLC's retailer base is approximately 2,900. The CLC is currently recruiting to expand its authorized retailer base.

The CLC currently utilizes PlayCentral HD ticket vending machines ("PCT HDs"). The CLC also provides stackable Instant Ticket dispensers to all of its authorized retailers.

The CLC's online gaming vendor, Scientific Games Inc., operates and maintains the CLC's central gaming system, which includes the online and instant gaming processing. Online is a term used in the lottery industry, which does not mean internet sales, but rather tickets for draw games that are sold through a lottery terminal (i.e., Powerball, Mega Millions, Play3, etc.).

There are two phases to this RFP:

1. Phase I – Written Proposal; due 5/17/2019 by 2:00 PM EST.
2. Phase II – Oral Presentation; tentatively scheduled for 7/29/2019 – 8/2/2019.

This RFP is not a Contract or an offer to contract and does not require the CLC to award a Contract. Unless and until a written Contract is signed by the CLC and the successful Proposer(s), the CLC shall have no obligations.

Any resultant Contract from this RFP will be for an initial term of five (5) years. The CLC, in its sole discretion, may extend the Contract for up to three (3) additional years in one or more extensions and in any combination of years, issued either separately or in whole, under the same terms and conditions as the original Contract.

The CLC reserves the right to select a primary contractor that, in that capacity, would receive a minimum of sixty percent (60%) of the CLC's Instant Ticket printing business. Specialty contractor(s) will be designated in the event the CLC wishes to utilize unique game concepts or licensed properties that the specialty contractor has sole rights to provide. There are no guarantees that a specialty contractor will be requested to print any games.

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 (“Department” or “DCP”), the CLC’s regulatory agency. See Part III, Section K.

The primary contractor will be the principal supplier of Instant Tickets and related services. In addition to the production of Instant Tickets, the primary contractor will provide the Lottery with the following services:

- Recommendations to achieve maximum annual growth on an annual basis.
- Instant Ticket marketing program support.
- 2nd Chance Drawing promotions - conception and design, website development, drawing services, winner notification and prize fulfillment. Successful Proposer must have the ability to integrate with the CLC’s forthcoming player loyalty program.
- Marketing research.
- Annual retail surveys. Visit retail locations and assess product placement and display, point-of-sale materials and sales tactics. Report findings, including recommendations for areas of improvement to the Lottery.
- Strategy Meetings – As required by the CLC, the primary contractor shall participate in meetings at Lottery Headquarters to discuss Lottery projects and present oral or written presentations regarding products, promotions, sales, and other subjects relating to Instant Ticket sales. Topics may include, but will not be limited to, game themes, prize structures, promotional strategies, marketing ideas, analysis of products used in other jurisdictions, and sale analysis.
- Sales Index and Velocity Report – The primary contractor shall submit a monthly sales indexing report.
- On an annual basis, the primary contractor shall provide an industry status report that covers both online and Instant Ticket sales and other related subjects the CLC may require.
- Retailer Marketing/Sales Personnel Training – The primary contractor shall provide recommendations for ongoing training for retailers and Lottery marketing/sales personnel.

The specialty contractor(s) shall provide Instant Tickets and services for selected Instant Tickets as determined by the CLC on an as-needed basis. The specialty contractor(s) will be paid on base pricing.

The Lottery reserves the right to select a primary contractor that, in that capacity, will engage in one of the Contract options provided below.

Proposers should provide pricing based on each threshold below:

- A. Base Pricing
- B. 60% of ESS
- C. 70% of ESS
- D. 80% of ESS
- E. 90% of ESS
- F. Alternate Pricing Option Proposed by Vendor

ESS – (Equivalent Single Size) is based on ticket area; one (1) ESS is equal to a ticket area of eight square inches (8”). For example, a 4” x 4” Instant Ticket is the equivalent to 2 ESS and is calculated as follows: $(4 \times 4) / 8 = 2$ ESS per Instant Ticket.

To determine the ESS for a specific order, multiply the ESS number by the order quantity. For example, a one million (1,000,000) Instant Ticket order x 2 ESS per ticket = two million (2,000,000) ESS for the order.

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

The award will be made to the most responsive and responsible Proposer(s) who, in the CLC's sole judgment, best meets the requirements and specifications of the RFP and whose Proposal is in the CLC's best interest.

RESPONSE REQUIREMENTS

Proposer submissions should provide a comprehensive (year one, year two and year three) three (3) year marketing plan that includes specifications to achieve maximum annual growth. Proposers will be required to present their marketing plan during oral presentations. The marketing plan should demonstrate an understanding of the CLC's Mission and Vision statements. The marketing plan may cover any areas relating to the marketing of Instant Tickets; however, the following should be included:

1. An analysis of the CLC's Instant Ticket marketing environment that addresses the challenges and opportunities facing the CLC in reaching its Instant Ticket goals;
2. A presentation of the key marketing and distribution strategies the Lottery should follow to maximize Instant Ticket revenues;
3. Examples of analytics methods including the performance measures and monitoring processes employed to ensure Instant Ticket performance is continuously evaluated to optimize performance.

PART II: DEFINITIONS AND KEY DATES

A. DEFINITIONS

The following terms shall have the following meanings:

"Business Day" – Monday through Friday, excluding Holidays.

"CLC" or "Lottery" – the Connecticut Lottery Corporation.

"Contract" – the written agreement between the successful Proposer and the CLC for the goods and services described in this RFP, including all extensions thereof.

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

"Dispenser Inserts" – One dispenser card, 4.5" x 4" imaged with ticket art on both sides that are inserted into Instant Ticket dispensers at retail, allowing customers to see which tickets are for sale.

"Evaluation Committee" – the group of CLC employees who will review the Proposals and recommend one or more successful Proposer(s).

"First Read Rate" -- a measure of bar code reader performance indicating what proportion of time the reader returns a successful read of a legitimate bar code on the first try. The "first read" event is the initial effort of an experienced retailer in the field to read a bar code, occurring within approximately a three (3) second time window.

"High-Tier Claim Centers" – Lottery retailers who have been approved to cash winning tickets up to five thousand dollars (\$5,000) in value.

"High-Tier Prizes" – generally, the top prize of a Lottery game. However, the CLC will make a definitive determination as to what constitutes a "High-Tier Prize" as may be necessary in exceptional cases, and in such instances will indicate same in a separate notation within the executed Working Papers for such game(s).

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

“Instant Ticket” – a scratch-off covered Lottery game (also known as a “scratch ticket”). Each Instant Ticket is constructed of recyclable cardboard stock upon which graphic design and scratch-off covering are imprinted. Removal of the coating by the customer reveals whether the ticket is a winner. Instant Tickets also contain a unique bar code allowing them to be processed by on-line terminals. Instant Tickets are differentiated from other Lottery games in that the prize amount is known immediately upon removal of the scratch-off covering.

“Intellectual Property Rights” – any rights with respect to inventions, discoveries, or improvements, including patents, patent applications and certificates of inventions; trade secrets, know-how, or similar rights; the protection of works of authorship or expression, including copyrights and future copyrights; and trademarks, service marks, logos, and trade dress; and similar rights under any laws or international conventions throughout the world, including the right to apply for registrations, certificates, or renewals with respect thereto, and the rights to prosecute, enforce and obtain damages.

“Licensed Game” – a game offered by a successful Proposer that features an iconic look (for example, game show properties, professional sports teams, casinos) or unique playstyle (for example, Loteria), the rights of which are owned by an entity and offered for use by the CLC under a license agreement for a fee.

“Omitted Packs” – packs removed before final shipment to the CLC due to production flaws and/or to satisfy prize structure requirements for a specific instant game.

“Pack” – a “book” of Instant Tickets comprised of consecutively numbered individual tickets joined by perforations. (“Pack” is the CLC’s customary usage.)

“Preliminary Notice of Award” – notice of the CLC’s tentative selection of a successful Proposer(s). The CLC may rescind a Preliminary Notice of Award at any time and for any reason prior to execution of a Contract.

“President” – the Chief Executive Officer of the CLC.

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

“Proposer” – any individual or business entity submitting a Proposal in response to this RFP, including that business entity’s parent corporation and each other subsidiary of that parent corporation. The term “Proposer” shall also include each and every independent contractor or subcontractor that the Proposer proposes to use in performing the Contract.

“RFP” – Request for Proposals (this document including its [Attachments C through K](#) and the two (2) envelopes of samples described in Part III, Section C, below, and all addenda).

“Submission Date” – May 17, 2019 by 2:00 P.M. EST.

“Validation” – the process by which winning Instant Tickets are checked against computer files to ensure that the ticket presented is valid, is a winning ticket, and has not been previously redeemed.

“Validation Code” – a security feature of Instant Tickets printed under the scratch-off coating.

“Voided Packs” – packs removed from sale by the CLC before distribution due to production flaws or other reasons.

“Working Papers” – a document that outlines game specifications, including but not limited to Instant Ticket art, prize structure, game play style, and pricing.

“2nd Chance Drawing” – an additional opportunity for players to enter Instant Tickets for a chance to win a prize.

B. KEY DATES

Proposer questions due date & time	3/27/2019 by 2:00 PM EST*
CLC posts response to questions	4/18/2019
Submission due date & time	5/17/2019 by 2:00 PM EST*
CLC issues questions to Proposers about their Proposals (if necessary)	6/10/2019
Responses to questions due from Proposers (if necessary)	6/14/2019 by 2:00 PM EST*
CLC notifies the finalists invited to make oral presentations	6/20/2019
Finalist oral presentations	7/15/2019 – 7/19/2019
CLC issues Preliminary Notice of Award	10/28/2019
Contract effective date	11/1/2019

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

The Preliminary Notice of Award and Contract Execution dates are anticipated, not certain dates.

All Proposals will be publicly opened, and the name of each Proposer will be read aloud as received on the Submission Date. The public, including Proposers, may be present at the opening. No information other than the names of Proposers will be released at that time.

PART III: STANDARD RFP TERMS AND CONDITIONS

A. REQUIRED CONTENTS AND ORDER OF PROPOSAL

Proposals must be clearly written and legible. They must contain all of the information, documents and forms listed below, and be presented in the order and manner listed. All pages of the Proposal must be numbered at the right-hand bottom of each page.

The original Proposal shall be signed by a person duly authorized to sign it on the Proposer's behalf. The CLC will reject any unsigned Proposal. The person signing the Proposal must initial errors, alterations or corrections on the original. Each copy of the Proposal must contain a copy of the signatures and, if any, the initials. If there is a conflict among the Proposals delivered to the CLC, the original shall prevail.

The CLC appreciates conciseness and clarity of content.

Submittals shall contain the following information, documents and forms in this order:

1. PROPOSAL PACKAGE

The Proposal package must be presented in 3-ring binders. Tabs denoting each section must be utilized. The following sections are mandatory for this Proposal and should be tabbed as indicated and appear in this order:

TAB: Digital Proposal

(Two (2) CDs or other digital media to be included in original Proposal only and not in copies).

One (1) CD or other digital media containing the complete Proposal, except for the Proposer's Confidential Information, as described in Part III, Section H.1. As described in that section, the purpose of this CD/other digital media is to provide a simple means for the CLC to provide a copy of a Proposal in response to a Freedom of Information Act request. Please label this CD/other digital media "2019 Instant Ticket Printing RFP Proposal, [company name], for FOIA use".

One (1) CD or other digital media containing the complete Proposal, including the Proposer's Confidential Information but excluding pricing Proposals and financial information, as described in Part III, Section I.3. The purpose of this CD/other digital media is to provide the CLC with a simple means to search and locate information contained in the hard copy of the Proposal. Please label this CD/other digital media "2019 Instant Ticket Printing RFP Proposal, [company name], for CLC use".

TAB 1: Proposer's Experience

The information/documents described in Part IV, Section A (Proposer's Experience) must appear here.

TAB 2: History of Contract Performance

The information/documents described in Part IV, Section B (History of Contract Performance) must appear here.

TAB 3: Proposer's Business Structure and Operations

The information/documents described in Part IV, Section C (Proposer's Business Structure and Operations) must appear here.

TAB 4: Existing Products or Services

A description of existing products or services that exceed the minimum requirements of the RFP as stated in Part V, Section A (Background, second sentence) must appear here.

TAB 5: New Products

A description of the Proposer's brand-new solutions or product opportunities that have not been specifically identified or requested in this RFP, including but not only expanded ways of increasing Instant Ticket sales, as stated in Part V, Section A (Background, third sentence) must appear here.

TAB 6: Instant Tickets in Non-Traditional Formats

A description of the Proposer's innovations in Instant Ticket technology that utilize non-paper formats as stated in Part V, Section D.8 (Instant Tickets in Non-Traditional Formats, i.e., acrylic/plastic ticket) must appear here.

TAB 7: Options

A description of the Proposer's ability and willingness to provide the optional services of 2nd Chance Drawings, Licensed Games, De-Inking and Processing Tickets, Annual Sales Presentations and Annual Sales Training as described in Part V, Section D.20 (Options) must appear here. This description shall not reference or refer in any way to pricing for each such option.

TAB 8: Approach to Security

A description of the Proposer's approach to security, as described in Part VI, Section A (Approach to Security) must appear here.

TAB 9: Building Security

Both the building floor plans and the physical security plan described in Part VI, Section B (Building Security) must appear here.

TAB 10: Game Security

The information/documents described in Part VI, Section C (Game Security) must appear here.

TAB 11: Security Evaluation

A description of the Proposer's past experience in providing data processing expertise to prevent "pick-out" and other undesirable patterns, as described in Part VI, Section F (Security Evaluation) must appear here.

TAB 12: Security Options

A description of the Proposer's alternatives or options, if any, for the improvement of game security, as described in Part VI, Section G (Security Options) must appear here.

TAB 13: Disaster Recovery Plan

A description of the Proposer's disaster recovery/contingency plan for its corporate headquarters and for each location at which any of the work is to be performed under the Contract must appear here.

TAB 14: Affirmative Action Plan

Both a copy of the Proposer's affirmative action and equal employment opportunity policies, if available, and a copy of the Proposer's current supplier diversity certification, if any, from any accrediting organization (for example only, a state, or the Greater New England Minority Supplier Development Council) must appear here.

TAB 15: Attachments

Attachments E through K must appear here.

Attachment E, one (1) page; A completed Consulting Agreement Affidavit – OPM Ethics Form 5

Attachment F, one (1) page; A completed Iran Certification

Attachment G, four (4) pages; A completed W-9

Attachment H, one (1) page; A completed Nondiscrimination Certification Affidavit Form C

Attachment I, two (2) pages; A completed Vendor Information Form/Supplier Diversity Information

Attachment J, one (1) page; A completed Affirmation of Receipt of State Ethics Laws Summary

Attachment K, two (2) pages; Proposer's Affidavit

Additional forms will be required from the successful Proposer at Contract execution. They are not included in this Proposal.

2. PRICING PACKAGE

Attachments C and D (Pricing Proposals) must be included here.

A completed Ticket Size Specification and Price Proposal (Attachment C, seven (7) pages);

A completed Options Pricing Sheet (Attachment D, one (1) page).

3. FINANCIAL PACKAGE

The information/documents described in Part IV, Section D (Proposer's Financial Statements) must be included here.

B. RIGHT TO AMEND OR TERMINATE THE RFP

The CLC may, before or after the Submission Date and in its sole discretion, clarify, modify, amend, alter or terminate this RFP, or withdraw and reissue a new RFP, when it is in the CLC's best interest. Any such action shall occur by posting a notice on the State of Connecticut, Department of Administrative Services' Purchasing Portal, Bidder Notification System at www.biznet.ct.gov/SCP_Search and on the Lottery's website at <http://www.ctlottery.org/Modules/Bids/default.aspx> (together, the "Websites"). **Each Proposer is responsible for checking the Websites to determine if the Lottery has issued any addenda and, if so, to complete its Proposal in accordance with this RFP as modified by the addenda.**

C. OBTAINING THE RFP DOCUMENTS

There are two (2) additional envelopes containing sample information, as listed below. Each Proposer **must** request the two (2) envelopes from the Purchasing Officer in order to fully respond to this RFP:

- Sample Instant Tickets and Dispenser Inserts (Envelope # 1).
- Game Working Papers (Official Procedures/Client Standards and Game Specifications) (Envelope # 2).

Because the envelopes and their contents cannot be posted on the Websites, interested parties are instructed to contact the CLC's Purchasing Officer (identified below) to obtain a copy of the envelopes. A Proposer bears sole responsibility for its failure to comply with this requirement; failure may result in a Proposal that does not meet the requirements of this RFP.

D. QUESTIONS AND ANSWERS

All questions concerning the CLC's procurement process or this RFP **must** be submitted in writing by e-mail and directed **only to:**

Suzanne Colley (the "Purchasing Officer")
Connecticut Lottery Corporation
E-mail address: Suzanne.Colley@ctlottery.org

Proposer questions must be received by the Purchasing Officer no later than the date and time set forth in Part II, Section B. Proposers must identify the specific sections and page numbers of the RFP to which their questions relate, if applicable, and are encouraged to submit questions in advance of the question due date. The CLC prefers a simple text format, no columns or shading.

The Purchasing Officer will confirm receipt of a Proposer's questions by e-mail. While questions cannot be submitted by telephone, the Purchasing Officer will accept telephone calls to confirm receipt of a Proposer's questions if the Proposer has not received an e-mail confirmation.

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

No oral statement of any CLC representative, including the Purchasing Officer, shall be effective to waive, change, or otherwise modify any provision in this RFP, and no Proposer shall rely on any such oral statement.

E. ADDITIONAL INFORMATION

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

F. COSTS FOR PREPARING PROPOSAL

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

G. OWNERSHIP OF PROPOSAL

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

H. FREEDOM OF INFORMATION ACT AND CONFIDENTIALITY OF INFORMATION

1. PROPOSER CONFIDENTIAL INFORMATION

All information submitted in and with a Proposal is subject to disclosure under the Connecticut Freedom of Information Act, as amended and judicially interpreted. A Proposal may contain financial, proprietary, trade secret or other data that a Proposer claims should not be public (the "Proposer Confidential Information"). To protect such information from disclosure, a Proposer must identify specifically the pages and portions of its Proposal that contain the claimed Proposer Confidential Information. Such Proposer Confidential Information **must** be identified as follows: (a) each page containing Proposer Confidential Information must contain a footer with the word "CONFIDENTIAL"; (b) the beginning of Proposer Confidential Information must be noted "CONFIDENTIAL INFORMATION BEGINS HERE;" and the end of Proposer Confidential Information must be noted "CONFIDENTIAL INFORMATION ENDS HERE;" and (c) the Proposer must provide a CD or other digital media containing its complete Proposal except for the Proposer Confidential Information. **If the CLC receives a request for a copy of a Proposal, the CLC will make a copy of that CD or other digital media and provide it to the requester without notice to the Proposer and without review of the CD or other digital media's contents. Accordingly, each Proposer is solely responsible for, and the CLC shall have no liability to a Proposer for, the inclusion of any Proposer Confidential Information on the CD or other digital media or the provision of a copy of such to a third-party.**

If the CLC receives a request for Proposer Confidential Information, it will promptly notify the Proposer of such request and provide the Proposer with a copy of any written disclosure request. The Proposer may provide written consent to the disclosure, or it may object to the disclosure by notifying the CLC in writing of the basis for its objection, including the statutory, judicial or other legal exemption(s) from disclosure. The Proposer shall be solely responsible for defending any complaint or other legal proceeding related to the nondisclosure of claimed Proposer Confidential Information, including but not only replying to and appearing before the Connecticut Freedom of Information Commission, and providing appropriate witnesses and documents. Provided that the Proposer has fully complied with the requirements of and cooperates with the CLC as described in this section, the CLC shall, to the extent permitted by law, protect the Proposer Confidential Information from unauthorized disclosure.

2. CLC CONFIDENTIAL INFORMATION

Each Proposer shall protect from unauthorized use and disclosure all financial, statistical, technical and other data related to the Lottery and its operations that the CLC has made available to the Proposer and that the CLC has designated as "confidential" ("CLC Confidential Information"). A Proposer shall not release or discuss the CLC's Confidential Information with any third party without the CLC's prior express written consent in each instance. A Proposer shall promptly return CLC Confidential Information to the CLC upon the CLC's written request.

If a Proposer receives a request for disclosure of any CLC Confidential Information (for example only, by subpoena), the Proposer shall immediately notify the CLC of such request and provide the CLC with a copy of any written request. The CLC reserves the right to object to the disclosure of said information and to notify the Proposer to withhold disclosure of said information, identifying in such notice the basis for such objection, including the statutory exemption(s) from disclosure.

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

A Proposer is not required under the provisions of this section to treat in a confidential manner any data or information that is or becomes publicly available, was rightfully in the Proposer's possession prior to the issuance of this RFP, is independently developed by the Proposer outside the scope of this RFP, or is lawfully obtained from third parties.

I. PROPOSAL SUBMISSION INSTRUCTIONS AND REQUIREMENTS

1. SUBMISSION DATE

Proposals must be received in the Purchasing Officer's office on or before the Submission Date. Proposals postmarked on or after this date and time do NOT satisfy this requirement. The CLC will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The CLC will reject, and may return unopened, Proposals received after the Submission Date or that are sent by e-mail or fax. The CLC will **NOT** accept late Proposals.

2. WITHDRAWAL OF PROPOSAL/PROPOSAL EFFECTIVENESS

A Proposer may withdraw a Proposal in-person or in writing provided that the CLC's Purchasing Officer receives the withdrawal prior to the Submission Date. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for one hundred eighty (180) calendar days after the Submission Date to allow the CLC to review and evaluate the Proposals, investigate a Proposer's qualifications, issue a Preliminary Notice of Award, and execute a Contract with the successful Proposer(s).

3. PROPOSAL SUBMISSION

The Proposal submittal shall contain three (3) separate packages with the information and documents described and marked as set forth below:

- a. Proposal Package must contain only one (1) original hard copy and nine (9) hard copies, along with each of the two (2) separate CDs or other digital media (such CDs to be included with the original Proposal only) containing all of the information and documents listed in Part III, Section A.1, above. This Proposal Package shall **NOT** contain information or documents to be included in the Pricing Package or the Financial Package;
- b. Pricing Package must contain only one (1) original hard copy of **Attachments C and D**. This package shall **NOT** include any other documents or information; and
- c. Financial Package must contain one (1) original plus three (3) copies of the financial information and documents listed in Part IV, Section D, below.

A Proposer failing to submit Attachments C and D (Pricing Proposals) and other financial-related information separately as described above may be disqualified from further consideration. A Proposer must not mention,

refer to, or quote pricing or cost figures anywhere other than in Attachments C and D; if it does so, its Proposal may be disqualified.

4. PACKAGE LABELING

Packages must be addressed to the attention of the Purchasing Officer listed on the front page of this RFP and be labeled as follows:

Proposal Package(s) must be sealed, contain the Proposer's name and address in the upper left-hand corner, and must be clearly labeled with the words "RFP PROPOSAL RESPONSE BOX 1 of X, 2 of X, etc." and the RFP Description, RFP Number, and Submission Date.

Pricing Package (envelope) must be sealed, contain the Proposer's name and address in the upper left-hand corner, and must be clearly labeled with the words "RFP PROPOSAL - PRICING" and the RFP Description, RFP Number, and Submission Date.

Financial Package(s) must be sealed, contain the Proposer's name and address in the upper left-hand corner, and must be clearly labeled with the words "RFP PROPOSAL – FINANCIAL DISCLOSURES BOX 1 of X, 2 of X, etc." and the RFP Description, RFP Number, and Submission Date.

The CLC will reject, and will not accept, any Proposal submitted in an unmarked package or envelope that the CLC opens in the normal course of its business. The CLC may, but shall not be required to, return such Proposal and inform the Proposer that the Proposal may be resubmitted as described above.

J. EVALUATION PROCESS, AWARD CRITERIA

The CLC reserves the right, in its sole discretion, to accept all or any part of a Proposal, reject a Proposal, and waive any informalities or non-material deficiencies in a Proposal. The CLC may, but is not obligated to, allow a Proposer to correct any mistake in a Proposal that is obviously a clerical error, such as a price extension or decimal point error. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

Any Contract resulting from this RFP will be non-exclusive, and the CLC reserves the right to award a Contract to one or more Proposers if, in its sole discretion, it determines such action to be in its best interest.

Proposals will be evaluated in two phases. In Phase I, the Purchasing Officer will conduct a preliminary review of each Proposal to ascertain compliance with the required document and information requests of this RFP. Proposals that pass the required document and information review will proceed to the Phase II evaluation.

In Phase II, the Evaluation Committee will evaluate the Proposals, any requested oral presentations, and other information the CLC, in its sole judgment, deems relevant. The CLC will accept the Proposal or Proposals that, all things considered, the CLC determines to be in its best interest. Although price will be an important factor, it will not be the only basis for award. Due consideration will also be given to factors such as, but not limited to, a Proposer's experience, Instant Ticket performance (ticket "scratchability"), Instant Ticket design ("graphic appearance"), key personnel, production capacity, financial viability, Instant Ticket control and security, quality of the comprehensive three (3) year Instant Ticket marketing plan, market research and analysis, new game technology, and other criteria relevant to the CLC's interests.

In making its selection, the CLC may require supplemental information from Proposers. The CLC may also conduct discussions with "short-listed" Proposers determined by the CLC, in its sole judgement, reasonably susceptible of being awarded the Contract for the purpose of assuring their full understanding of the CLC's requirements. Some or all short-listed Proposers may be asked to submit best and final offers.

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 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.

K. PRELIMINARY NOTICE OF AWARD; CONTRACT EXECUTION

The CLC will select the Proposal(s) that it deems to be in its best interest and issue a Preliminary Notice of Award(s). The making of a Preliminary Notice of Award(s) 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(s) 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 Proposer. Successful Proposer(s) should not make any commitments or commence any work until all conditions of the Preliminary Notice have been met.

Final approval of award(s) 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 any background check, DCP licensing, or other requirements the CLC may impose as a condition of the Contract. The successful Proposer(s) and all individuals assigned to carry out the responsibilities of the Contract on the successful Proposer's behalf, including all individuals with oversight responsibilities ("Key Persons") must be separately licensed by the DCP. The successful Proposer(s) is responsible for paying all fees and costs associated with obtaining and maintaining such vendor and occupational licenses without pass-through to the CLC. 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. Licensing instructions will be provided to the successful Proposer at the time of Preliminary Notice of Award(s). The successful Proposer must report changes in personnel and subcontractors assigned to the Contract within ten (10) Business Days of the change.

Any Contract the CLC may award as a result of this RFP will be based upon this RFP, any addenda, and the Proposal submitted by the successful Proposer, and will include provisions required by the CLC and other mutually agreeable terms and conditions. The CLC reserves the right to either award the Contract without further negotiation with the successful Proposer, or negotiate some or all terms and conditions, including, without limitation, scope of work, schedule, and financial terms, with the successful Proposer if the best interests of the CLC would be served.

Contract negotiations may result in minor or material changes to the Proposal and/or the RFP, including, without limitation, business terms and project 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, the CLC will cease negotiations and has the option of negotiating with another Proposer.

L. TAXES

Pursuant to Section 12-816 of the Connecticut General Statutes, the CLC is exempt from all state and certain federal taxation. Such taxes must NOT be included in Proposal prices.

M. AUTHORITY TO DO BUSINESS

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

N. ADVERTISING

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

O. QUALIFICATIONS OF PROPOSERS

The CLC, in collaboration with the Department and the Connecticut State Police, may, at any time after submission of a Proposal, make any investigations deemed proper and necessary to determine the ability of a Proposer to perform the Contract. Such investigations may include, but not be limited to, financial and criminal background investigations on those individuals the CLC and the Department, in their sole discretion, determine to be key employees expected to be directly involved in the performance of the Contract.

PART IV: PROPOSER INFORMATION

A. PROPOSER'S EXPERIENCE

Each Proposer shall describe its experience in creative design, Instant Ticket production and imaging, security, marketing, market research, promotion, and Validation of Instant Tickets of the type presently in general use by the CLC or any other lottery, and furnish proof of experience with these types of games. Each Proposer must also demonstrate its understanding of non-traditional Instant Ticket formats and provide guidance in the development and execution of tickets in these formats.

B. HISTORY OF CONTRACT PERFORMANCE

Each Proposer shall:

1. List all current contracts with U.S. lotteries and identify the contact person and contact information at each lottery from whom knowledgeable references may be obtained;
2. Specify production capacity at each of its North American plants;
3. Provide total number of its games produced and total number of tickets printed at its North American plants within the past three (3) years. Detail every game that was not delivered on time and by deadline. Please explain fully, describing the reason for the failure to meet the deadline(s);
4. Identify all its games rejected by a U.S. lottery or withdrawn from public sale within the past five (5) years. Explain in detail the reason for rejection or withdrawal of each game;
5. List by name, case number and court each lawsuit involving lottery tickets (Instant, online) to which the Proposer is or was a party within the past five (5) years. Explain in detail the allegations and defenses, any judgment entered, and the status of the lawsuit;

6. State whether, during the last ten (10) years, it has had any U.S. lottery contracts terminated by default or for cause. If so, identify the other contracting party and explain in detail the circumstances surrounding the contract termination;
7. State whether, during the last five (5) years, it has been assessed penalties or liquidated damages under any of its existing or past contracts with U.S. lotteries to print Instant Tickets. If so, for each instance when penalties or liquidated damages were assessed, explain the reason(s) and the amount of such penalty/liquidated damages. Summary data is permitted when per instance data would cause a large volume of data; however, the CLC reserves the right to request the per instance data, which must be available upon request;
8. State whether, during the last ten (10) years, it, its parent, a subsidiary or other affiliate (collectively, "Affiliates") was the subject of any order, judgment or decree of any federal, state, or provincial authority barring, suspending or otherwise limiting the right of the Proposer or Affiliates to engage in any business, practice or activity. If so, provide a complete copy of such order, judgment or decree;
9. State whether, during the last five (5) years, trading in the stock of the Proposer or any of its Affiliates has been suspended. If so, provide a detailed explanation of the reasons, the inclusive dates of suspension, and a copy of the order of suspension or similar document; and
10. State whether it has ever been debarred or otherwise prohibited from contracting or submitting proposals or bids for contracts with: The State of Connecticut or any agency or political subdivision thereof; any other state, Native American body or other governmental or quasi-governmental entity within the United States; or any lottery within the United States or Canada. If so, please fully identify the authority issuing the debarment prohibition, describe the reason(s) for debarment/prohibition, and state the inclusive dates thereof.

C. PROPOSER'S BUSINESS STRUCTURE AND OPERATIONS

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

1. Full business name and address of its principal place of business;
2. 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 of a ten percent (10%) or more equity interest.
3. All pending or threatened bankruptcy, reorganization, insolvency, administrative, regulatory, or other material proceedings, actions or litigation involving the Proposer or any of its Affiliates;
4. The details of all pleas, convictions, findings or judgments against the Proposer, its owners, officers, directors or primary members (regardless of place of employment) for any criminal offense, fraud, misrepresentation, or violation of any federal, state, or local ethics law, regulation, ordinance, code, policy or similar standard;
5. Any known related party relationships between the Proposer (or one of its Affiliates or their owners, officers, directors or primary members) and a CLC officer, director, or employee;
6. Resumes of all management and supervisory personnel, including the proposed account executive, who will be involved in the implementation and operation of the Contract and, further, for each such person if not otherwise provided in the resume:
 - a. Full name and current address;
 - b. Five-year employment history;

- c. A specific description of the person’s relevant experience with the goods or services described in this RFP (limited to one page);
 - d. A detailed narrative explaining the role the individual will have in performance of the Contract;
 - e. Any additional helpful information to indicate the individual’s ability to aid the Proposer in successfully performing the Contract (limited to one page); and
 - f. A current organizational chart, and an organizational chart for the proposed project team for this RFP, indicating lines of authority and including names, titles, and functions of individuals.
7. State whether the Proposer will use subcontractors to perform any of the services (printing of Instant Tickets cannot be subcontracted). If a Proposer intends to utilize subcontractors, but has yet to identify them, then its proposal must include a description of the credentials that will be sought of such subcontractor(s).
- a. No work 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. If CLC approval is given, the successful Proposer will ensure that its subcontractors are responsible and experienced to perform the subcontracted work. The successful Proposer will be responsible for the performance of its subcontractors, and will not be relieved by the non-performance of any subcontractor. The CLC has the right at any time to require the immediate removal of a subcontractor if the CLC, in its sole judgment, finds it unfit to perform the subcontracted work or if its conduct is detrimental to the CLC’s best interests. All applicable terms, conditions, and requirements imposed on the successful Proposer will equally apply to subcontractors, including licensing by the DCP, and the successful Proposer will ensure their full compliance with these provisions.

If at any time during the RFP process the disclosures required by this section change, the Proposer shall, within three (3) Business Days of the event of change, notify the Purchasing Officer in writing of the change. The CLC reserves the right, in its sole discretion, to determine whether such changed disclosure warrants disqualification of the Proposal.

If there is a substantial change in its ownership, the CLC must be notified in writing within ten (10) business days. For purposes of this provision, a “substantial change in ownership” is defined as any merger, acquisition, assignment or change in parties who comprise ownership greater than forty-nine percent (49%) of the successful Proposer or the parent company of the successful Proposer. Failure to notify the CLC of such a change will be grounds for terminating the Contract.

D. 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:

- 1. The Proposer’s audited financial statements for the last three (3) years.
- 2. If the Proposer is a subsidiary of another company, the financials for the parent company for the same periods must be provided with the Proposer’s statements.

The Proposer’s Chief Financial Officer shall sign and date a statement that the financial statements provided were prepared in accordance with generally accepted accounting principles (“GAAP”) accepted in the United States of America and fairly represent the financial condition of the Proposer as of the Submission Date.

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, 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), that 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.

PART V: TECHNICAL SPECIFICATIONS

A. BACKGROUND

The purpose of this RFP is to obtain competitive Proposals from Proposers qualified to design, print and deliver Instant Tickets for the CLC as described more fully below.

The CLC welcomes a Proposer's description of its existing products or services that exceed the minimum requirements set forth below, including innovative or creative solutions.

The CLC is also receptive to hearing about brand-new solutions or product opportunities that have not been specifically identified or requested in this RFP, including but not only expanded ways of increasing Instant Ticket sales.

To ensure that Proposers understand the quality of the products and services requested in this RFP, the CLC is providing samples of the following materials:

1. Instant Tickets and Dispenser Inserts (Envelope # 1)
2. Game Working Papers (Official Procedures/Client Standards and Game Specifications) (Envelope # 2)

B. INTEGRITY OF THE SUCCESSFUL PROPOSER

The CLC's 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 the CLC, and the vendors doing business with it, avoid any impropriety or appearance of impropriety. Because of this, the successful Proposer must:

1. Provide consistent, high quality product and service solutions;
2. Act with uncompromising integrity and honesty and with due regard for the public good;
3. Avoid activities reasonably judged by the CLC to adversely affect or reflect on the CLC, the State of Connecticut, or the lottery industry;
4. Be accountable for its actions and results and deliver on its commitments; and
5. Report actual or potential security or integrity problems with any deliverables furnished under this RFP immediately and only to the CLC upon detection.

C. REJECTED WORK OR MATERIALS

The successful Proposer shall, at its sole cost and expense, remove from the CLC's property all rejected items within ten (10) Business Days of notice of rejection.

D. TICKET AND GAME SPECIFICATIONS

1. Ticket Quality Requirements and Specifications:

- a. Instant Ticket construction must be such that persons who have access to tickets prior to sale cannot, without changing the appearance of the tickets, identify winning tickets by any technique(s).
- b. Inks shall not smear, run, or stain under normal handling or use by the consumer in normally encountered environmental conditions.

All printed tickets must contain each of the following elements/characteristics:

- c. Display printing shall be four (4) color process on the front and one (1) color on back (with the exception of tickets priced at \$10 or higher that include colored graphics on the ticket back).
- d. Four (4) colors on the overprint. If the CLC requests more than four (4) colors, it will pay for each additional color at the rate set forth in the Contract.
- e. Paper stock shall be 10-point recyclable stock. In addition, printed Instant Tickets must be able to be de-inked and processed/shredded such that they will be disposed of by recycling.
- f. Full UV Coat.
- g. Full Bleed colors from border to border.
- h. Imaging that extends across 90% of the width of the ticket.
- i. Price point screened on ticket back.
- j. "Scratch 2 Cash" data matrix barcode to be included in all tickets and printed according to the specifications to be provided by the CLC to the successful Proposer.

All other printed materials shall be printed on recyclable paper stock.

If a Proposer uses a process to print its tickets that is its standard, it **CANNOT** be priced as an option on **Attachment D**. It may be identified separately but **MUST** be included in the base price for that ticket size – i.e., the CLC cannot be charged extra for that standard printing process. If there is a process that enhances the graphic appeal of the ticket and it costs the Proposer more to produce tickets in this manner, the process can be added as an option and priced accordingly.

Printed tickets must be of identical (or equivalent) quality and construction as the samples contained in Envelope # 1, such quality and construction to be determined by the CLC in its sole discretion. Specific details are included in the sample Working Papers (Official Procedures/Client Standards and Game Specifications) (Envelope # 2).

The sizes of sample tickets may not represent actual sizes requested in this RFP. Please refer to **Attachment C** for actual size.

The CLC has the right, at its cost and at any time during the RFP process, to randomly select production tickets manufactured by a Proposer for testing by a laboratory of the CLC's choice for the purpose of confirming that the Proposer's production tickets meet all CLC security requirements.

See Samples - CLC Sample Instant Tickets and Dispenser Inserts (Envelope # 1).

Sample Instant Tickets and Dispenser Inserts are required with each Instant Ticket order, as set forth in the sample Working Papers. Required quantities are listed below and detailed in the sample Working Papers (Envelope # 2). Cost per thousand tickets must include these required materials. All materials shall be printed on recyclable paper stock.

Sample Instant Tickets: Three thousand four hundred (3,400) sample tickets broken into mini Packs of four (4) or five (5) depending on ticket size.

4.00" x 4.50" Dispenser Inserts: one (1) included in each ticket Pack and an additional one-thousand (1,000) shrink wrapped.

2. Ticket Delivery

Tickets must be delivered Freight On Board ("FOB") destination, freight prepaid, to either the CLC's main office or another location in the State of Connecticut, as the CLC will specify in the executed Working Papers. Exclusive-use combination lock, cable seal and tamper seal truck(s) will be utilized from the successful Proposer's printing facility to the CLC warehouse. A numbered cargo tamper seal will be placed across the hinge side of each cargo door. Skids will be arranged on the truck so that the lowest numbered skid is in the "nose" of the truck and the highest numbered skid is in the rear. A picture will be taken of the contents of the trailer before the trailer is sealed, and the picture will be emailed to key security personnel at the CLC. The successful Proposer's shipping department will email key CLC Security and Warehouse staff when the shipment departs. The email is to include: cable seal #, combination lock code, tamper seal # and estimated time of arrival. When the truck/trailer arrives at the CLC, the seal will be broken in the presence of a CLC representative.

The successful Proposer will, at its sole cost and expense, pay for all delivery, freight, insurance and other expenses in connection with delivery. If the CLC requests delivery in any manner other than FOB destination, freight prepaid, or on a schedule other than that stated in the executed Working Papers, and such method costs more than the methods stated in the executed Working Papers, the CLC will pay at cost for such documented changes (including necessary security and insurance). The CLC's Instant Tickets shall not be comingled in transit with the products or goods of another entity.

Proposers are required to perform the above-stated security measures at a minimum. Proposers are encouraged to provide any additional security measures that will aid in the successful and safe delivery of games.

3. Ticket Omissions or Voids

Omitted Packs and Voided Packs shall be identified as ineligible to win any prize and shall not be considered as valid tickets in the game. The CLC will not be liable for the cost for such Omitted Packs or Voided Packs. Rather, the CLC will pay only for Instant Tickets actually available for sale.

4. Ticket Merchantability and Non-Conforming Tickets

The CLC may reject a printed and delivered game if the result of any test or inspection of the game made by the CLC, the DCP, or an independent third party retained by the CLC and/or the DCP fails to meet the CLC's requirements and specifications contained in the executed Working Papers. If the quantity of tickets the CLC rejects is greater than or equal to five percent (5%) of all tickets received for that game, the successful Proposer shall, at no additional cost to the CLC, reprint the entire game within fifteen (15) Business Days of the CLC's notice to reprint, unless the CLC in writing permits a longer time period. The CLC shall not be liable for any costs related to any rejected tickets or games.

The successful Proposer acknowledges that the CLC requires Instant Tickets for the particular purposes of issuance, distribution, and sale in the State of Connecticut. The CLC is relying on the successful Proposer's skill and judgment to furnish Instant Tickets suitable in all respects for those purposes, and the successful Proposer represents and warrants that its Instant Tickets provided under the Contract will in all respects be suitable and fit for such purposes. Instant Tickets and Instant Games produced hereunder shall remain in merchantable condition, regardless of the environment encountered in normal handling and usage, for a minimum period of thirty-six (36) months after delivery to the CLC.

If the CLC finds that any individual delivery contains less than ninety-five percent (95%) conforming tickets, such delivery and Instant Tickets shall be deemed to be late and subject to liquidated damages set forth in Part VII, Section F, below.

5. Ticket Art and Approval

The successful Proposer will provide the CLC with initial rough art and final art for games in a mutually agreed upon format, consistent with the printing requirements and specifications approved by the CLC. The CLC's approval of such colors and final art shall be in writing, including e-mail. If the color of the ticket produced is inconsistent with the artwork or color provided in the Working Papers or contract proof, the CLC will require measures be taken to correct the color, without incurring any additional cost. It is understood that such changes may affect dates in the delivery schedule of a game.

6. Ticket Validation Information and Records

The successful Proposer will provide ticket Validation and inventory information and records as described in the executed Working Papers. It will also be responsible for the accuracy of Validation and inventory files, or other media format acceptable to the CLC, along with such documentation and information as may be required by the CLC and/or its on-line gaming system vendor to verify winning ticket files. Such materials include:

- a. All-Tier Winners Report - A Validation file of all winners seeded in a game.
- b. Inventory Report - A file that details all Packs, their assigned carton and skid numbers, and Pack status (shipped-omit).
- c. Omitted Pack Report - A report of all Omitted Packs during ticket production.
- d. Validation - Upon the CLC's request, the successful Proposer will validate any ticket presented for such purposes.
- e. End of Game Liability Report - The CLC will provide the successful Proposer with an "End-of-Game" unsold inventory record of unsold and partially unsold Packs. The successful Proposer must produce a liability report of sold winners in a format to be determined by the CLC. The intent is to identify the actual liability for all sold inventory per game.
- f. Short Packed Carton Report - A listing, by carton number, of the shipped cartons with fewer than the required number of Packs, as set forth in the executed Working Papers.

7. Ticket Bar Code and Universal Product Code ("UPC")

The CLC requires bar code and UPC printing. Bar code print quality, by means of an appropriate quality-assurance device, is required so that an overall print quality grade of "B" or better be maintained, as defined in American National Standards Institute ("ANSI") standards. Additionally, the bar code must be readable with the CLC's equipment at its retailer locations. The CLC will provide the successful Proposer with bar code specifications (which may be updated from time to time) with which the delivered Instant Tickets must comply.

Ticket bar code and UPC must comply with technical standards that the CLC will provide to the successful Proposer, which the CLC may update from time to time.

Bar Code Testing – bar code scanning equipment supplied by the CLC must be utilized for ticket testing purposes. The successful Proposer must provide hardware/software interface with such equipment for purposes of verifying readability of printed bar codes. The CLC reserves the right to change the number of characters, bar code symbology, composition of bar code to be scanned, and any other bar code aspects that it deems necessary and appropriate. If there is a change during the term of Contract, successful Proposer(s) will be sent updated equipment for the purposes of testing bar code quality.

8. Instant Tickets in Non-Traditional Formats

The successful Proposer must, during the Contract, be able to print tickets that allow for advances in technology. Please describe any innovations in Instant Ticket technology that utilize non-paper formats.

9. Ticket Pack Reconstruction

The successful Proposer must reconstruct Packs and individual Instant Tickets as the CLC requests. This service will be provided at no cost to the CLC during the life of any Instant Game produced by the successful Proposer and for one (1) year thereafter. Reconstructions must be in a format the CLC prescribes and completed in a timely manner. Timely manner means:

- a. In the case of the CLC's routine request made in writing, two (2) Business Days from the date of the written request.
- b. In the case of the CLC's urgent request made by telephone, twenty-four (24) hours from the time of the telephone call, to be confirmed in writing within one (1) calendar week of that call. Facsimile and e-mail transmissions are permissible.

10. Game Prize Structure

The successful Proposer will develop a recommended prize structure for each game based on input received from the CLC. The CLC may order changes at its option, and the successful Proposer will develop new proposed prize structures based on the CLC's instructions or changes. This process shall continue until the CLC President or designee gives final approval by signing and dating the approval and price confirmation page in the executed Working Papers. If the CLC requires any subsequent material changes to an approved prize structure, it will pay for the actual cost of such changes as an additional charge, which may also affect the delivery schedule of a game.

The successful Proposer must assure prize structure integrity. It will use confidential methods to assure that delivered tickets meet all prize structure requirements as approved in the executed Working Papers. After production of an Instant Ticket is completed, the successful Proposer will generate and forward to the CLC an "End-of-Production Prize Liability Report" for that game in a format approved by the CLC.

11. Game Audits and Certification/Game Testing Procedures

The successful Proposer must, at its sole cost and expense for each Instant Ticket, engage a firm of Independent Certified Public Accountants or, if in Canada, Chartered Accountants (collectively, the "Accountant"), acceptable to the CLC, to perform either: (a) an Agreed-Upon Procedures review in accordance with the American Institute of CPAs Professional Standards, U.S. Attestation Standards, or (b) an audit in accordance with Canadian generally accepted auditing standards. The purposes of the Agreed-Upon Procedures or audit are to provide the CLC with assurance that:

- a. The number, amount and distribution of prizes are as set forth in the executed Working Papers;
- b. All Instant Tickets have been produced in accordance with the executed Working Papers; and
- c. One-hundred percent (100%) of possible errors on the Instant Tickets would be detected through the procedures or audit.

The successful Proposer's engagement letter with the Accountant firm must specifically identify, at a minimum, the above-described purposes of the Agreed-Upon Procedures or audit. The successful Proposer must provide the CLC with a draft of the proposed engagement letter with the Accountant and receive the CLC's prior written approval before retaining the Accountant, which approval the CLC shall not unreasonably withhold. The engagement letter must, at a minimum:

- a. Require the Accountant’s comment on each item in the section titled “Parameters” in the executed Working Papers;
- b. Require that the Accountant send directly to the CLC the Accountants’ full report, along with all findings and recommendations for successful Proposer improvements. (This requirement is intended to preclude the successful Proposer from withholding or causing the withholding of information or reports from the CLC);
- c. Permit the CLC, at its option, to witness the Agreed Upon Procedures or Audit process; and
- d. Require the Accountant’s report to confirm that:
 - i. The data and programs under review were the actual data and programs used to produce the Instant Tickets. This will be done by comparing data from randomly sampled tickets, uncovered, to the data on the production programs. The information, without exception, must match exactly;
 - ii. Each program’s contents conform to the specified prize structure required in the executed Working Papers;
 - iii. The various denominations of prizes contained in each program sampled (per ii above) are distributed randomly; and
 - iv. Instances where certain denominations of prizes are distributed other than randomly, the Accountant applied procedures as necessary and appropriate to provide the CLC with assurance that prizes were distributed in accordance with the method utilized. The report shall detail such necessary and appropriate procedures.

12. Game Working Papers (Official Procedures/Client Standards and Game Specifications)

The CLC shall order the production of particular Instant Tickets by submitting draft Working Papers that, upon the signature of the CLC President or designee and of the successful Proposer, constitute executed Working Papers. After the CLC has reviewed proposed game design, ticket copy, prize structure, and method of production of any game and has reviewed the proposed prize structure, itemized ticket costs, and delivery schedules, it shall advise the successful Proposer that it is satisfied that the game complies with all such requirements by signing the draft Working Papers.

13. Attendance at Printing Plant During Production of Game

In addition to all security measures, the CLC, in its sole discretion, may send a maximum of two (2) representatives to a printing plant of the successful Proposer. The successful Proposer shall cooperate with the CLC to allow and coordinate previously agreed upon access to the printing plant. The CLC shall determine the length of such visit(s). The cost for such visits (coach travel, lodging, meals, excluding alcoholic beverages) shall be paid for by the successful Proposer.

14. Game Support (PRIMARY CONTRACTOR ONLY)

The successful Proposer must consult with the CLC on games, their performance, and sales objectives, through regular conference calls, the frequency of which will be established by the CLC. Additionally, the successful Proposer must, at its sole cost and expense, send a representative to the CLC’s office as reasonably requested by the CLC. At least once every quarter, the successful Proposer shall provide the CLC with an Instant Ticket/game analysis, which shall include variables including game design, price points, prize structures, play styles, themes and recommendations. Quarterly strategy meetings shall be held with the CLC for formulating the slate of games, game changes, and promotions to be introduced in the coming twelve (12) months, and monitoring and analyzing progress toward goals. Also, the successful Proposer shall present to CLC staff:

- a. An industry analysis of trends, game designs, production, distribution, new technologies and products, marketing strategies and comparative sales information;

- b. An analysis of past year performance of the CLC Instant Tickets, focusing on lessons learned and needed improvements;
- c. Recommendations for new or modified strategies that can be used by the CLC to increase sales and net revenues; and
- d. Any security or other issues that threaten the integrity of the CLC and the products it offers.

15. Market Research (PRIMARY CONTRACTOR ONLY)

The successful Proposer shall develop a marketing plan and shall implement initial market research that will address game development and player attitudes, with regular updates. The research shall include, but is not limited to, focus groups, player surveys and segmentation studies for the purpose of seeking information about player satisfaction, attitudes about the CLC and its products and awareness and recall of advertising and the games offered by the CLC. Proposers should indicate any other research services that may be provided to the CLC. At least one (1) study under this section will be required annually beginning with the first year of the Contract.

16. Annual Research Study (PRIMARY CONTRACTOR ONLY)

The successful Proposer will provide an annual analysis of the Instant Ticket market in Connecticut to determine player profiles, trends, opportunities and sales potential.

17. Attendance at Conference/Workshop (PRIMARY CONTRACTOR ONLY)

The CLC, in its sole discretion, may send a maximum of two (2) representatives annually to any two (2) conferences, workshops or other business gatherings being hosted by the successful Proposer or its affiliate(s). The cost for such attendance (coach travel, lodging, registration fees for event, meals excluding alcoholic beverages) shall be paid for by the successful Proposer.

18. Retailer Promotions

The successful Proposer will be expected to support this endeavor by submitting Proposals to enhance retailer relations by means of promotions, innovative programs and other means.

19. Additional Elements During Contract Term

The CLC and the successful Proposer may negotiate a change in any element of Contract performance or cost that results in lower costs, cost-efficiency, better value or that otherwise is in the CLC's best interest.

20. Options

Each Proposer must separately state whether it can provide each of the following services and, if so, the price for providing each such service.

The ability to provide each service and a description of the manner in which the Proposer provides it shall be set forth in the Proposal (each Proposer must fully answer this request, even if the answer is "no", "not available" or "no cost"). The pricing for each such service must be set forth separately in **Attachment D**, which must be placed in the Pricing Package (see Part III, Section I.3, above).

- a. Option 1: 2nd Chance Drawings
 - i. Please describe the development (including consultation with the CLC) and management of a 2nd Chance Drawing program, which will include but not be limited to the following:
 - 1. Design and development of 2nd Chance Drawing registration website;

2. Management of registration database, including those registrations received via the 2nd Chance Drawing registration website, mail-in registrations, walk-up registrations, or other registration modes;
 3. Conducting 2nd Chance Drawings at the successful Proposer's offices; and
 4. Fulfilling 2nd Chance Drawing prizes.
- b. Option 2: Social Media
 - i. Please describe innovations to traditional Instant Tickets offered by your company that utilize social media.
 - c. Option 3: Licensed Games
 - i. Please provide a list of your current Licensed Games, along with a sample of an Instant Ticket printed for each. Additionally, please provide a short description of any successful promotions that have been run in support of any Licensed Games (successful promotions being defined as those that have quantified results such as increased sales, high game indexing, improvements in player participation, etc.).
 - d. Option 4: De-Inking and Shredding Instant Tickets
 - i. Please provide a description of your process for de-inking and shredding Instant Tickets at the conclusion of an Instant Ticket run. Please include the details of the de-inking process and how the shredded tickets will typically be recycled.
 - e. Option 5: Annual Presentation
 - i. Annual presentation to Lottery management and sales staff to demonstrate different methods of positioning Lottery within retail establishments of different types with a view to improving Lottery presence and sales. This option will include provision for suggestions for point of sale items, advertising, signage etc. and also include case studies for specific site.
 - f. Option 6: Annual Training:
 - i. Training courses for up to forty (40) CLC sales representatives. It is envisioned that these courses would be held on a regular basis (e.g., two (2) times over the course of twelve (12) months) to demonstrate ways to improve the CLC's presence in retail establishments, promote lottery products, introduce lottery products to new channels, increase sales, etc.

E. ACCOUNT EXECUTIVE (PRIMARY CONTRACTOR ONLY)

The successful Proposer must assign a qualified account executive to the Contract who will oversee all contractual obligations. This person is responsible for the accuracy of all content in the development of the Working Papers, proficient with and knowledgeable about the printing processes and continuous quality inspection of the final product. This person must be available for meetings, discussions and reviews and must ensure timely invoice preparation and performance reports as required. The account executive will serve as the liaison between the CLC and the successful Proposer and will follow through on all CLC requests. In general, the account executive will be the CLC's primary point of contact with the successful Proposer. The representative must have the following expertise or knowledge or be able to gain quick access to the following fields of expertise:

1. Game design (names, themes, playstyles, graphics)
2. Lottery industry trends
3. Marketing
4. Retail sales
5. Promotions
6. Production scheduling and support

7. Printing processes
8. Prize structure development
9. Data processing
10. Security

PART VI: SECURITY

A security program for the entire Instant Ticket process is very important to the CLC, and the successful Proposer's program will be subject to the prior approval of the CLC and the Department. This program is not limited to, but must include, at least the following minimum elements.

A. APPROACH TO SECURITY

Each Proposer must demonstrate understanding of the overriding importance of security in all phases of design, materials procurement, production, transportation, storage, distribution, creation of game and Validation files, and disposal of Instant Tickets. Such understanding shall be evident in its procedures, methods, controls, and accounting systems. Each Proposer must make clear and specify precautions, safeguards, inspections, reporting and other measures that attend all aspects of ticket production. The CLC must be convinced in its sole discretion that a Proposer has the capability and integrity required to maintain constant vigilance against any breach of security. Failure to meet or to maintain any Department or CLC-approved security standards will be grounds for termination of the Contract. The successful Proposer must give full cooperation and disclosure, pursuant to authorized requests for information, relative to investigation of actual or perceived breaches in security or integrity of Instant Tickets.

B. BUILDING SECURITY

Each Proposer will supply the CLC with building floor plans of its facilities where the CLC production is likely to occur or has historically occurred, along with a detailed security plan that, at a minimum, will address the items set forth in this section.

Stringent security measures must be in place to prevent unauthorized entry at the production site, as well as meeting all applicable federal, state and local fire and safety regulations. The CLC may conduct an annual on-site certification audit of the security plan to determine its effectiveness. The successful Proposer will reimburse the CLC and the Department for the cost of each annual security certification audit during the Contract.

At a minimum, a physical security plan must:

1. Prevent unauthorized persons from accessing production facilities;
2. Upon demand, make available a record of all entries and exits from production facilities;
3. Include access control, surveillance system, and intrusion detection system that will sound an alarm at a manned location on and off premises at each site;
4. Operate a closed circuit television system to monitor and record all activities at entrance/exits, computer rooms, and other high security/sensitive areas;
5. Provide a secured area within the facility for storage of completed or voided tickets prior to their final disposition; and
6. Provide a security plan for the shipping of tickets from production facility to the CLC warehouse or other location specified in the executed Working Papers.

All costs incurred as a result of implementing security measures shall be a Proposer's sole responsibility. The CLC reserves the right to require additional security measures it deems necessary.

C. GAME SECURITY

Each Proposer shall provide the CLC with a security plan by which it intends to produce Instant Tickets including game ticket construction security, anti-counterfeiting and Validation security, redemption security (accuracy of barcodes on tickets, coupons and other promotional materials), game design security, and address anything else that may compromise security. Validation security shall include a description of the Proposer's method for creating files of unique random numbers. The CLC reserves the right to review a sample file. A Proposer must fully describe methods to be employed in the construction of tickets to avoid "pick-out" problems, including but not limited to protective measures against unauthorized invasion utilizing all types of known techniques, such as high-intensity light, laser, x-rays, photography, microscopes, optical fibers, cystoscopes, scanning laser microscopy, solvents, heat, freezing, and mechanical means, including cutting, peeling, electrostatics, etc. Also to be included is a description of measures that have been taken to minimize and detect ticket alteration and counterfeiting attempts. A Proposer shall identify potential security problems in the type of Instant Tickets proposed and specify its method of handling these problems.

A Proposer shall disclose any documented or known Instant Ticket security breaches physical/electronic that have occurred with the Proposer over the last five (5) years.

A Proposer shall disclose any changes to its printing plant(s) over the last five (5) years, including but not limited to: major modifications to the plant; new security systems added, or renovations made to the existing security system; and the addition/construction of a new plant.

D. LABORATORY TESTING

Upon the CLC's request, a Proposer shall submit copies of the most recent and applicable laboratory test reports and other certifications assuring security of Instant Tickets against practical compromise by reasonably comprehensive technical effort such as optical, mechanical, chemical and electrostatic techniques without a readily detectable indication of tampering being apparent. The CLC reserves the right to reject any Instant Ticket at any time, if the Proposer's or CLC's authorized tests show any representative sample of production tickets to be practically compromised. The CLC also reserves the right to determine if a particular method of breaching the security of a ticket meets its definition of "practical."

Regardless of the type of ticket design, the final product must be tamper-proof by any practical means. During every press run of a CLC Instant Ticket, live production of Instant Tickets must be sent by the successful Proposer to the Department for security testing.

The successful Proposer will confirm via e-mail to the CLC's Instant Games Department that it sent test Packs to the Department. These Packs must be omitted and the final prize structure balanced after they are pulled.

The CLC, in its sole discretion, reserves the right to request additional Instant Tickets and to subject such tickets to any additional tests. The CLC will bear the cost of any additional testing it requests.

E. BREACH OF SECURITY

The successful Proposer must immediately report verbally to the CLC Director of Security any breach of its security, especially regarding theft or disappearance of paper stock, tickets, waste, printing plates, game play and Validation tapes, software files, etc., with written details to follow promptly but in no event longer than three (3) Business Days. The CLC will provide appropriate instructions for expediting communication in such occurrences.

F. SECURITY EVALUATION

The overall security plan and procedures with respect to production of Instant Tickets, manufacture of tickets, game details, prize Validation, etc., must meet the CLC's security needs and have absolute minimum possibilities of fraud,

tampering, theft, counterfeiting, ticket alteration, or other security breaches. A Proposer must describe its past experience in providing data processing expertise to prevent “pick-out” and other undesirable patterns.

G. SECURITY OPTIONS

If a Proposer has alternatives for the improvement of Instant Ticket security, it should include a detailed explanation of the alternatives or options in its Proposal.

H. SECURITY INSPECTIONS

As determined by the CLC Director of Security and the Department, the successful Proposer will fully comply with and be subject to periodic unannounced security inspections to determine the effectiveness of the overall security plan. The CLC will bear the cost of travel, lodging and meals for such inspections.

I. SECURITY PRESENTATION

Within three (3) months of the commencement of the Contract, the successful Proposer shall make a presentation to CLC personnel describing the security issues and methods to overcome same as they relate to the Instant Ticket product, its design, production and distribution, with particular emphasis on any factors which may threaten the integrity of the CLC and the products it offers.

J. PLANNING AND PRODUCTION OF INSTANT GAMES – TICKET MANUFACTURING PLAN

Proposers should provide a quality control plan that, at a minimum, addresses the following:

1. Game Ticket Numbering, Lettering, and Barcoding

Proposers should describe the method by which the numbering, lettering, and barcoding of Instant Tickets will be accomplished. This description should include the procedures used to control the numbering in order to produce error-free results. The following three levels of Instant Ticket numbering and lettering should be identified:

- a. Numbering, lettering, or symbol printing which relates to how the game is to be played;
- b. Numbering of games, books, and tickets within each book for use in controlling game ticket distribution and accounting; and
- c. Barcoding for use in identifying the game, and encoding the book number, ticket number, and Validation number.

2. Materials

Proposers should describe the methods used to ensure that inks, raw ticket stock, and covering materials have a uniformly high standard. Proposers should identify the manufacturers and product numbers of such printing supplies.

3. Printing Methods and Technology

Proposers should address how state-of-the-art automation is used in the production process and how automation can be enhanced to improve production quality and timeliness. Proposers should provide a detailed description of the technical capabilities and specifications of the presses. Proposers should describe any new printing technologies or equipment expected to be employed during the term of the Contract resulting from this solicitation.

4. Quality and Security Certification

Proposers should describe their approach to quality assurance standards. Additionally, Proposers should include a detailed description of the rigorous security and quality control standards applied in order to ensure the quality of Instant Tickets to be shipped for use in Connecticut including, but not limited to, their ability to comply with CLC specific standards.

5. Additional Quality Standards

Proposer’s quality plans should describe the quality standards for materials, inks, or processes not described above.

6. Plate/Cylinder Security

Proposers should describe how they will account for plate/cylinder production, reproduction, use, reuse, quality control, and disposal of damaged and worn plates/cylinders.

7. Audit, Internal Control, and Problem Tracking

Proposers should describe any methods built into the overall Instant Ticket construction to trace the extent of any problems in printing, collation, or other problems that may be discovered while the game is in operation.

K. ENVIRONMENTAL COMPLIANCE

Proposers should demonstrate an environmentally responsible approach to manufacturing by describing their approach to efficiently manufacturing tickets, safely employing potentially harmful chemical substances, disposing of waste materials, maintaining air quality, and recycling to minimize environmental impacts.

1. Recycled Content and Recyclability

Recycled Packaging: Proposers may offer some or all of the following items listed below or provide alternatives as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that Proposers offer packaging which:

- a. provides for a return program where packaging can be returned to a specific location for recycling; and
- b. contains materials which are easily recyclable in Connecticut.

All Proposers are requested to provide an estimate of the percentage of recycled materials (as indicated below), if any, contained in each item bid. Higher percentages of recycled materials are preferred. Product performance is paramount, whether containing recycled material or not; however, preference will be given to products that perform up to specification and are environmentally preferable without compromising quality.

_____ % (Total estimated percentage of recovered material)

_____ % (Estimated percentage of post-consumer material)

_____ % (Estimated percentage of post-industrial waste)

2. Environmental Compliance

Hazardous Material Identification. 'Hazardous Material', as used in this clause, includes any material defined as hazardous under the latest version of Federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

- a. The successful Proposer certifies that any facility to be used in the performance of this Contract has all the necessary environmental permits and is in consistent compliance with all applicable environmental requirements and has no outstanding unresolved violations.
- b. The successful Proposer will immediately notify the CLC, before award, of the receipt of any communication from the Environmental Protection Agency or any state environmental agency, of civil or criminal enforcement for any facility that the Proposer plans to use in the performance of this Contract.

PART VII: EXHIBIT A: MINIMUM CONTRACT TERMS

This Exhibit A contains CLC minimum terms for any Contract resulting from this RFP. Proposers agree that by submitting a Proposal, they are agreeing to these minimum terms, all other terms specified in the RFP and any addenda, and any other terms the parties agree to.

A. CLC INSPECTION OF WORK AND WORKPLACES

The successful Proposer will provide the CLC and the Department with unfettered and unannounced access, inspection and evaluation privileges for all phases of performance and for all facilities;

The CLC may inspect the successful Proposer's work at any time. In addition, the CLC may at any time inspect the facilities where the work under the Contract is being performed;

These rights of inspection are solely for the CLC's benefit and do not transfer to the CLC the responsibility for discovering patent or latent defects or any other problems or issues in the successful Proposer's performance of the Contract. The successful Proposer has the sole, complete and exclusive responsibility for performing the Contract in accordance with its terms.

B. APPROVAL OF EMPLOYEES

The CLC reserves the right to review and, if necessary, disapprove any employee of the successful Proposer prior to the employee's assignment to duties under the Contract. The CLC also reserves the right to require the removal of any employee of the successful Proposer at any time if the CLC finds that such employee is not performing in the CLC's best interest. The CLC shall require the successful Proposer to maintain optimum staffing levels to meet the requirements of the Contract.

Certification from all employees and subcontractors expected to be assigned to the Contract that they are prohibited from purchasing in any state lottery tickets for any game in which the CLC participates and from receiving a prize(s) from said tickets during the term of the Contract. Further, any spouse, domestic partner, child, sibling or parent residing in the same household of a person assigned to the Contract shall also be prohibited from purchasing such lottery tickets and from receiving a prize(s) from any such tickets during the term of the Contract. This prohibition may, if the CLC or the Department determines it to be in the best interest to expand such prohibition, be expanded to include other

successful Proposer employees, independent contractors and subcontractors who are not directly assigned to the Contract.

C. WARRANTIES

1. General Warranty

The CLC is relying on the successful Proposer's skill, judgment and experience to furnish goods and services fit in all respects for the particular purpose of the Contract. In addition, the successful Proposer warrants and represents that the goods and services provided to the CLC under the Contract shall conform in all respects to the requirements of the Contract, including without limitation the technical specifications, will meet or exceed the representations contained in its Proposal, and will be of good quality and free from any defects in materials or workmanship. The successful Proposer further warrants that, during the term of the Contract, it will replace or correct at its own expense any such goods or services that do not meet these requirements. In addition, the successful Proposer will pass through to the CLC any and all warranties provided by any entity that the successful Proposer subcontracts with for the provision of goods or services under the Contract.

2. Warranty On High-Tier Prizes

The successful Proposer warrants that only the number of High-Tier Prize tickets approved by the CLC based on the authorized prize structure will be in each specific Instant Ticket game. The parties agree that the damages for claimed additional High-Tier Prize tickets (i.e., those not authorized by the CLC) will be the amount of the prize paid, per occurrence. Additionally, specific quantities of top prizes, and any other prize level specified by the CLC, must be identified as "guaranteed" or "proportional" in language contained in executed Working Papers for each specific game.

The language contained in executed Working Papers is as follows:

For **Guaranteed** top prizes:

It is guaranteed that the top prize will be seeded in accordance with the final approved prize structure. The exact quantity of ## top prizes of \$XX,XXX must be included in the tickets delivered to the CLC.

For **Proportional** top prizes:

The number of \$XX,XXX prizes will be proportional to the final approved prize structure within +/- three percent (3%). The number of \$XX,XXX prizes contained in the final quantity of tickets shipped will be the expected number of top prizes based upon the odds of winning in the final approved prize structure applied to the final quantity actually delivered. The expected number of \$XX,XXX prizes from the final approved prize structure will be applied to the ticket quantity actually delivered before the +/- three percent (3%) limit is calculated.

3. Warranty on Unique Validation Codes

The successful Proposer warrants that all Instant Tickets will have a unique Validation Code within a game. The parties agree that damages for repetition of Validation Code, in any format, within a game will be the apparent prize value of the Instant Ticket per occurrence.

D. INDEMNIFICATION

Any resulting Contract from this RFP will require the successful Proposer to indemnify, hold harmless and defend the CLC and the State of Connecticut, and each of their respective directors, officers, employees, agents, and representatives (collectively, "Indemnified Parties") from any and all liabilities arising out of or related to the Contract, including, without limitation, liabilities pertaining to "Winner On Its Face" claims and infringement or misappropriation of any third-party Intellectual Property Right, proprietary right, or other right.

The successful Proposer's indemnification, hold harmless and defense obligations 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 obligations shall be immediate upon the CLC's written notice and tender of a liability to it.

The successful Proposer's obligations under this section shall not be limited in any way by any limitation on the amount, type or availability of its insurance. The successful Proposer shall pay any and all attorneys' fees and costs incurred by the Indemnified Parties in enforcing any of the successful Proposer's obligations under this section, all of which obligations shall survive the termination or expiration of the Contract.

E. BONDS AND INSURANCE

1. Insurance

The successful Proposer, at their sole cost and expense, shall obtain and maintain in force during the term of the Contract. The minimum insurance identified in this section covering the successful Proposer, its subcontractors, and each of their respective directors, officers, employees, agents and all other individuals who will perform the Contract. The required insurance policies shall be written by a company or companies licensed to issue insurance policies in the State of Connecticut, which company or companies shall have not less than an A- rating and a Class VI financial status as reported in the latest edition of Best's Insurance Guide. The CLC reserves the right to approve all insurance companies. The CLC also reserves the right to request, at any time, that the successful Proposer provide a complete, certified copy of each required insurance policy.

Before Contract execution, the successful Proposer shall provide the CLC's Purchasing Officer a Certificate(s) of Insurance, in a form satisfactory to the CLC, evidencing insurance coverage. Upon each annual insurance policy renewal during the Contract, new, updated certificates must be provided to the CLC at least thirty (30) calendar days prior to the end of the then-expiring Certificate.

All insurance policies, except Workers' Compensation and errors and omission coverage, must: (a) be endorsed to name the "Connecticut Lottery Corporation, the State of Connecticut, and each of their respective directors, officers, employees, agents, and representatives" as additional insured parties with respect to liabilities and losses related to the Contract; (b) be endorsed to require the insurance company to provide thirty (30) calendar days advance written notice to the CLC of any change in, termination of, failure to renew, default, or cancellation of coverage; (c) disclose any nonstandard exclusions for each required coverage; and (d) attach a list of all pertinent endorsements (by endorsement number and name) for each required policy. The successful Proposer will require the insurance carriers of the required coverages to waive all rights of subrogation against the additional insured parties.

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

Except for Workers Compensation coverage, all insurance policies shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the CLC or that of any other additional insured party. No insurance required or furnished hereunder shall in any way relieve or diminish the successful Proposer's responsibilities, obligations and liabilities to the CLC under the Contract.

- a. Commercial General Liability (“CGL”). CGL insurance with a minimum combined single limit of \$1,000,000 occurrence/\$2,000,000 aggregate for bodily injury (including death), personal injury and property damage. Coverage shall include premises and operations, independent contractors, products and completed operations, contractual liability and broad form property damage coverage. The successful Proposer’s CGL insurance must include contractual liability coverage for its indemnification obligations under the Contract.
- b. Workers’ Compensation and Employer’s Liability. Workers’ Compensation coverage in the minimum amount required by the applicable law of the location where the work under the Contract will be performed. In addition, Employer’s Liability coverage with minimum limits of \$500,000 each accident, \$500,000 per employee, and \$500,000 disease policy limit.
- c. Printer’s Errors and Omissions. In the minimum amount of \$10,000,000 with an aggregate minimum of \$10,000,000 and a \$250,000 sublimit for products recall. This coverage will indemnify the CLC, its directors, officers, officials agents, employees, retailers, and the State of Connecticut, including any of the foregoing sued as individuals (collectively, the “Indemnified Parties”), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorneys’ fees, incurred by the Indemnified Parties and arising out of or relating, directly or indirectly, to over-redemption, ticket take-back, or any other error or omission of the successful Proposer, its officers, employees, agents, and subcontractors in the performance of the Contract. This coverage (including products recall) shall remain in effect from the date the Contract is signed and continue for a period of eighteen (18) months after the CLC’s final payment under the Contract, including any extension(s) thereof.
- d. Fidelity or Employee Theft. In the amount of \$500,000 covering any loss to the CLC due to any fraudulent or dishonest act on the part of, or theft by, the successful Proposer’s officers, employees, agents or subcontractors.

2. Performance Security

The successful Proposer, at their sole cost and expense, shall provide either a surety performance bond or a clean, irrevocable letter of credit covering its faithful performance of the Contract (the “Performance Security”). If the successful Proposer is in default under the Contract, including, without limitation defaulting on its obligations to indemnify, hold harmless, and defend the CLC and pay liquidated damages to the CLC, the CLC shall have the right to call the Performance Security, in whole or in part. The Performance Security shall be in the amount of one million dollars (\$1,000,000) and shall be maintained in full force and effect during the term of the Contract and any extension(s) thereof.

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 the amount of the Performance Security at any time. The Performance Security will expressly require the insurance/surety company to provide at least thirty (30) calendar days advance written notice to the CLC, by certified mail, return receipt requested, of any change in, termination of, failure to renew, default, or cancellation of coverage.

F. LIQUIDATED DAMAGES

1. General

The CLC and the successful Proposer agree that it will be extremely impractical and difficult to determine actual damages that the CLC will sustain because the goods and services to be provided under the Contract are not readily available on the open market. The successful Proposer's breach will delay and disrupt the CLC's operations and will lead to damages. Therefore, the parties agree that the liquidated damages set forth are reasonable and are not a penalty.

The CLC's assessment of liquidated damages shall be in addition to, and not in lieu of, any and all other remedies available to it.

The successful Proposer shall not be required to pay liquidated damages for delays due solely to a force majeure or for time delays that the CLC specifically and previously approved in writing.

Nothing in this section shall relieve, or be deemed or construed as relieving, the successful Proposer of any of its performance obligations under the Contract, whether or not such obligations are identified below. 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 the Contract.

2. Notification of Liquidated Damages

The CLC President shall issue all assessments of liquidated damages in writing, which shall be sent to the successful Proposer. The CLC shall, in its sole discretion, determine whether liquidated damages shall be assessed.

3. Conditions for Termination of Liquidated Damages

Except as waived in writing by the CLC President, no liquidated damages imposed shall be terminated or suspended until the successful Proposer issues a written notice verifying the correction of the condition(s) for which liquidated damages were imposed, and all of the successful Proposer's corrections have been subjected to verification at the President's discretion.

The successful Proposer shall conduct testing of any correction as the CLC President deems necessary. Such testing shall be developed jointly by the CLC and the successful Proposer and approved by the CLC, including test script, test environment, and test result.

The CLC President shall determine the documentation required for verification and approval. The CLC President shall be the sole judge of the accuracy of any documentation provided.

The successful Proposer's notice of correction will not be accepted until the CLC verifies the correction.

4. Severability of Individual Liquidated Damages

If any portion of the liquidated damages provisions is determined to be unenforceable in one or more applications, that portion remains in effect in all applications not determined to be invalid and is severable from the invalid application. If any portion of the liquidated damages provision is determined to be unenforceable, the other provision or provisions shall remain in full force and effect.

5. Waiver of Liquidated Damages

The CLC's waiver of any liquidated damages shall constitute a waiver only as to such liquidated damages and not as a waiver of any other or any future liquidated damages. The CLC's failure to demand payment of or to collect liquidated damages within any period of time shall not constitute its waiver of such liquidated damages.

6. Payment of Liquidated Damages

All assessed liquidated damages shall be paid within thirty (30) calendar days of the date of the written assessment notice by deducting such sum from any moneys the CLC owes the successful Proposer. If the amount due the successful Proposer is not sufficient to satisfy the amount of such assessment, then the CLC shall afford the successful Proposer the opportunity to reimburse the CLC by check, wire transfer or such other means as the parties may agree. Thereafter the CLC may, at its sole option, collect such liquidated damages through one (1) or more claims against the Performance Security, through a claim against the successful Proposer's insurance, or in any other lawful way.

7. Defective or Non-Conforming Tickets

For the purposes of determining non-conforming Instant Ticket damages, if a single ticket in any Pack(s) fails to conform to specifications, then the entire Pack(s) of Instant Tickets shall be deemed to be non-conforming. If the result of a test or inspection by the Lottery or the Department or any other third party establishes that any Instant Tickets delivered are not in strict accordance with the quality standards of the Contract and the requirements of the executed Working Papers, the CLC may elect one or more of the following options:

- a. The successful Proposer, at no additional cost to the Lottery, shall issue an equal number of replacement Instant Tickets for the game or a substitution of the game within a time frame acceptable to the CLC.
- b. The successful Proposer shall pay twenty-five percent (25%) of the retail value for each non-conforming Pack yet to be distributed to a retailer.
- c. The successful Proposer will be responsible for all costs and expenses related to the replacement, return or destruction of non-conforming Instant Tickets. The risk of loss on non-conforming Instant Tickets remains with the Contractor at all times prior to and after rejection and does not pass to the Lottery until initial acceptance by the CLC. If the quantity of non-conforming Instant Tickets is such that the game is terminated, interrupted or delayed, and the successful Proposer's failure to deliver conforming Instant Tickets will interfere with the Lottery's ability to maximize sales, liquidated damages may be assessed at the opinion of the CLC.

8. Breach of Security

- a. Up to \$10,000 for each person and for each incident where the successful Proposer fails to preclude persons who are not authorized by the CLC from accessing facilities, equipment and information utilized in the production of Instant Tickets.
- b. Up to \$10,000 for each failure to preclude the unauthorized regeneration of Instant Ticket data.

9. Other Qualifying Events

- a. Up to \$1,000 for each calendar day for which ticket inventory is not delivered as per the date specified in the executed Working Papers. In no event shall liquidated damages accrue for more than forty-five (45) calendar days, or total more than \$45,000 per Instant Ticket game.

- b. Up to \$1,000 for each calendar day for which any required Instant Ticket game file (i.e., validation files, inventory file) or report (i.e., end of production prize structure, shipping documents) is not delivered as per the date specified in the executed Working Papers, or for each calendar date until corrected for any required Instant Ticket game file or report that is received with erroneous or incomplete data.
- c. Up to \$500 for each calendar day for which an end of distribution void validation file, test file, or required report is delivered late.

G. TERMINATION OF CONTRACT

1. Termination For Cause

The CLC shall have the right, in its sole discretion, to immediately terminate the Contract, in whole or in part, for cause upon written notice to the successful Proposer. Such termination shall be without prejudice to any and all rights, remedies, and causes of action the CLC may have against the successful Proposer. The CLC's right to terminate for cause includes, but is not limited to, the following events:

- a. The successful Proposer materially fails to comply with any of its obligations and duties under the Contract; or
- b. A receiver, conservator, liquidator, or trustee of the successful Proposer, or of any of its assets, is appointed by order or decree of any court or agency or supervisory authority having jurisdiction; or any order for relief is entered against the successful Proposer under the federal bankruptcy code; or the successful Proposer is adjudicated bankrupt or insolvent; or any material portion of the assets of the successful Proposer is sequestered by court order and such order remains in effect for more than thirty (30) calendar days after the successful Proposer obtains knowledge thereof; or a petition is filed against the successful Proposer under any state, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation, or receivership law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within sixty (60) calendar days; or
- c. The successful Proposer files a case under the federal bankruptcy code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law; or
- d. The successful Proposer makes any assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee, or liquidator of it or of all or any part of its property; or
- e. The successful Proposer's financial condition deteriorates such that the CLC reasonably doubts the successful Proposer's ability to meet its obligations under the Contract; or
- f. A writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the successful Proposer's property, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after entry; or
- g. Any of the successful Proposer's representations, warranties, certificates, or statements made or furnished in its Proposal or in the Contract is found by the CLC, in its sole discretion, to have been materially false, deceptive, incorrect, or incomplete; or

- h. The successful Proposer or its subcontractor commits fraud or is involved in collusion, conspiracy or other unlawful or fraudulent activities, whether or not related to the Contract; or
- i. The successful Proposer fails to adhere to the Department's licensing regulations and background checks; or
- j. The Department revokes the successful Proposer's license; or
- k. The successful Proposer fails to meet or maintain any Department or CLC-approved security standards; or
- l. The successful Proposer fails to give notice, or to give such notice timely, of a substantial change in its financial condition as defined in Part IV, Section D; or
- m. The successful Proposer fails to give notice, or to give notice timely, of a substantial change in its ownership as defined in Part IV, Section C.

The CLC's termination of the Contract does not excuse the successful Proposer from any liquidated damage assessments or other damages incurred or imposed while the Contract was in effect. Moreover, the successful Proposer's failure timely to deliver any goods or perform any services under the Contract constitutes immediate authority for the CLC to purchase such goods or services from other vendors and without the CLC's prior notice to the successful Proposer. For each such failure, the successful Proposer shall promptly and fully reimburse the CLC for the excess costs of the purchase(s). The CLC, in each instance and in its sole discretion, shall determine the manner of reimbursement, including but not limited to the successful Proposer's direct reimbursement to the CLC and/or the CLC's retention of monies due the successful Proposer under the Contract.

2. Termination Without Cause

The CLC shall have the right, in its sole discretion, to terminate the Contract, in whole or in part, without cause. Any such termination shall be effected by the CLC sending written notice to the successful Proposer of its intent to terminate no less than thirty (30) calendar days prior to the termination date. In the event of such termination, the CLC shall pay the successful Proposer for the cost of any materials, services or other expenses reasonably and actually incurred at the time of the successful Proposer's receipt of the termination notice and not otherwise usable or recoverable by the successful Proposer. If the CLC terminates the Contract without cause, the CLC shall have no other liability or obligation to the successful Proposer, including but not limited to any obligation or liability for claims of lost profits or other consequential damages. Upon receipt of a termination notice, the successful Proposer shall take all steps necessary to mitigate the costs and expenses payable under this section. The CLC's termination of the Contract without cause shall not excuse the successful Proposer from any liquidated damages assessments or other liabilities that it may have incurred as a result of its failure to meet its obligations while the Contract was effective.

The CLC's termination of the Contract does not excuse the successful Proposer from any liquidated damage assessments or other damages incurred or imposed while the Contract was in effect. Moreover, the successful Proposer's failure timely to deliver any goods or perform any services under the Contract constitutes immediate authority for the CLC to purchase such goods or services from other vendors and without the CLC's prior notice to the successful Proposer. For each such failure, the successful Proposer shall promptly and fully reimburse the CLC for the excess costs of the purchase(s). The CLC, in each instance and in its sole discretion, shall determine the manner of reimbursement, including but not limited to the successful Proposer's direct reimbursement to the CLC and/or the CLC's retention of monies due the successful Proposer under the Contract.

H. INDEMNIFICATION AND HOLD HARMLESS

“WINNER ON ITS FACE”

For purposes of this provision, a "Winner On Its Face" is an Instant Ticket that contains a legitimate winning configuration of game symbols and symbol captions, but that does not have the corresponding official winning ticket Validation Code. To qualify as a "Winner On Its Face," an Instant Ticket must meet all of the correct tests for a legitimate winner (except for having a winning Validation Code).

As is the case with all tickets, a "Winner On Its Face" will be void if: it is unissued, illegible, mutilated, altered, blank or partially blank, counterfeit in whole or part, reconstituted, miscut, misregistered or incomplete; if display printing is irregular; if anything other than exactly one prize amount or symbol and corresponding caption appear in each of the prize amount boxes as specified in the executed Working Papers; if apparent symbols are inconsistent with their captions; or if the ticket fails any of the CLC's Validation tests (except for having a winning Validation Code).

The successful Proposer shall indemnify, hold harmless, and defend the Indemnified Parties from and against all liabilities arising out of or relating, directly or indirectly, to a "Winner on Its Face" claim and any payment the CLC makes in connection with such a claim. The CLC may pay a "Winner on Its Face" claim only after careful consideration and consultation with the successful Proposer. However, the CLC, in its sole discretion, shall make the final decision about payment of such a claim.

I. INTELLECTUAL PROPERTY RIGHTS; TITLE TO, USE OF

All Intellectual Property Rights associated with any product or service provided or developed by the successful Proposer under the Contract are and will remain the property of the successful Proposer. Nonetheless, the successful Proposer agrees to grant the CLC a license to use any such Intellectual Property Rights on an indefinite basis with respect to the CLC's business activities.

To the extent that the successful Proposer utilizes or relies upon the Intellectual Property Rights of a third party in fulfilling its obligations under the Contract, the successful Proposer shall provide the CLC with whatever assurance the CLC, in its sole discretion, deems necessary that the use of such third party Intellectual Property Rights is permissible. In addition, if the successful Proposer fails to perform or breaches the Contract, it must ensure the CLC's continued right of use of the licensed Intellectual Property Rights.

Trade/Service Marks and/or Names: The successful Proposer will obtain and pay for federal trademark and/or copyright searches, and state trademark searches within Connecticut, on names chosen for CLC Instant Tickets and obtain a written opinion from trademark counsel, at the successful Proposer's sole cost and expense, as to the advisability of the use of such game names. The CLC shall receive a complete copy of each such opinion prior to final determination of the name of each game and final approval of the final mechanical art for each game. If a name the CLC chooses has been expressly determined to infringe or violate a trademark or copyrighted idea in connection with a game as expressed in the opinion given by the successful Proposer's trademark counsel, then the successful Proposer shall be relieved of its defense, indemnification and hold harmless obligations under this section. The successful Proposer shall obtain a trademark or copyright, as the case may be, of each chosen Instant Ticket name. If an Instant Ticket name or any aspect of a game chosen by the CLC is the subject of a trademark or copyright held by the successful Proposer, the successful Proposer hereby grants the CLC a license to use said trademark or copyright in connection with such game name or other aspect of such game now and in the future.

PART VIII: ATTACHMENTS

ATTACHMENT C – TICKET SIZE SPECIFICATION AND PRICING (7 PAGES)

ATTACHMENT C - Page 1

Ticket Size Specification Grid

Please refer to the grid below to see ticket requirements. Please acknowledge (by entering "YES" or "NO") that you can meet these requirements. Please fill in the cost-per-thousand on the "BASE GAME" PRICING GRID and the "NON-BASE GAME" PRICING GRID on the following pages.

Ticket Size	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
Ticket Height	2.4" or 2.5"	3"	4.0"	4.4"	4.5"	5.0"	6.0"	7.0"	7.5"	8.0"	8.0"	10.0"	10.0"	10.0"	11.0"	11.0"	11.0"	12.0"	12.0"	12.0"
Ticket Width	4"	4"	4"	4"	4"	4"	4"	4"	4"	4"	4"	4"	4"	4"	4"	4"	4"	4"	4"	4"
Pack Size	200	200	100	100	100	100	100	100	100	100	50	100	50	30	50	30	20	50	30	20
Tickets Per Fold	4	4	3	2	2	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1
Proposer's Acknowledgement (YES / NO)																				

Submitted by _____ Company: _____

Signature _____ Date: _____

**ATTACHMENT C - Page 2
(Annual ESS tickets)**

"BASE GAME" PRICING PROPOSAL

\$	Base Game Name	Ticket Size	Pack Size	Standard Order Qty	Est. Order Frequency	5-Year Term Base	5-Year Term 60%	5-Year Term 70%	5-Year Term 80%	5-Year Term 90%
						Cost Per Thousand	Cost Per Thousand	Cost Per Thousand	Cost Per Thousand	Cost Per Thousand
\$ 1	Aces High/Alternate	A	200	18,000,000	1 every 2 years					
\$ 1	Aces High/Alternate	B	200	18,000,000	1 every 2 years					
\$ 2	Mega Money/Alternate	C	100	10,000,000	1 every 2 years					
\$ 2	Bingo/Alternate	J	100	1,000,000	4 per year					
\$ 2	Bingo/Alternate	J	100	1,500,000	3 per year					
\$ 2	Bingo/Alternate	J	100	2,500,000	2 per year					
\$ 3	Win up to \$5,000 a Month For Life/Alternate	F	100	10,500,000	1 every 4 years					
\$ 3	Cashword/Alternate	G	100	10,500,000	1 per 1 year					
\$ 5	Win up to \$7,500 a Month For Life/Alternate	G	100	10,000,000	1 every 2 years					
\$ 5	Super Cashword/Alternate	J	100	10,500,000	1 per 1 year					
\$ 5	5X the Money/Alternate	G	100	5,000,000	1 per 1 year					
\$10	Win up to \$10,000 a Month For Life/Alternate	K	50	10,000,000	1 every 4 years					
\$10	\$100,000 Cashword/Alternate	O	50	5,000,000	1 per 1 year					
\$10	Pinball Wizard/Alternate	K	50	5,000,000	1 per 1 year					
\$10	10X Cash/Alternate	K	50	5,000,000	1 per 1 year					
\$20	20X Cash/Alternate	N	30	2,000,000	1 per 1 year					
\$20	\$250,000 Cashword/Alternate	S	30	2,000,000	1 per 1 year					
\$30	30X Cash/Alternate	Q	20	1,000,000	1 per 1 year					

The games listed in the grid above represent the standard games ("base games") that are continuously offered in the CLC product mix. The estimated annual order frequency is listed in the table above. However, the CLC does not guarantee the placement of any orders.

Note #1: Cost-per-thousand pricing MUST include Proposer's marking method and ALL additional charges with printing Bingo tickets

Note #2: Cost-per-thousand pricing MUST include Proposer's marking method and ALL additional charges associated with printing Ca\$hword tickets

Note #3: Cost-per-thousand pricing MUST include FOUR-color process printing on BOTH sides. Please refer to sample \$10, \$20 and \$30 tickets in Sample Envelope #1 that is a part of this RFP

Submitted by _____ Company: _____

Signature _____ Date: _____

ATTACHMENT C – Page 3
"NON-BASE GAME" PRICING PROPOSAL

Instant Ticket Pricing for Initial 5-Year Base Price Term
 (Annual ESS tickets)

Extension Options:
 Exercise three (3) Year Term
 Exercise up to three (3) additional 1-Year Terms

Ticket Size	Size A	Size B	Size C	Size D	Size E	Size F	Size G	Size H	Size I	Size J	Size K	Size L	Size M	Size N	Size O	Size P	Size Q	Size R	Size S	Size T																
Quantity (Millions)	\$1 tickets 200/pack	\$1 tickets 200/pack	\$2 tickets 100/pack	\$2 tickets 100/pack	\$2 tickets 100/pack	\$2 tickets 100/pack	\$2 tickets 100/pack	\$2 tickets 100/pack	\$2 tickets 100/pack	\$2 tickets 100/pack	\$2 tickets 100/pack	\$2 tickets 100/pack	\$3 tickets 100/pack	\$3 tickets 100/pack	\$3 tickets 100/pack	\$3 tickets 100/pack	\$3 tickets 100/pack	\$3 tickets 100/pack	\$3 tickets 100/pack	\$5 tickets 100/pack	\$5 tickets 100/pack	\$5 tickets 100/pack	\$5 tickets 100/pack	\$5 tickets 100/pack	\$10 tickets 50/pack	\$10 tickets 50/pack	\$10 tickets 50/pack	\$10 tickets 50/pack	\$20 tickets 30/pack	\$20 tickets 30/pack	\$20 tickets 30/pack	\$20 tickets 30/pack	\$30 tickets 20/pack			
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Shaded boxes represent quantities that the CLC is most likely to order. However, we are requesting pricing for all quantities listed in the grid above and make no guarantees of any orders.
 Not applicable

NOTE #3: Cost-per-thousand pricing MUST include FOUR-color process printing on BOTH sides. Please refer to sample \$10, \$20 and \$30 tickets in Sample Envelope #1 that is a part of this RFP

Submitted by _____ Company: _____

Signature _____ Date: _____

ATTACHMENT C - Page 4
"NON-BASE GAME" PRICING PROPOSAL

Instant Ticket Pricing for Initial 5-Year Term
 60% of production
 @Annual ESS tickets)

Extension Options:
 Exercise three (3) Year Term
 Exercise up to three (3) additional 1-Year Terms

Ticket Size	Size A	Size B	Size C	Size D	Size E	Size F	Size G	Size H	Size I	Size J	Size L	Size F	Size G	Size H	Size I	Size J	Size L	Size G	Size H	Size I	Size J	Size L	Size K	Size M	Size O	Size R	Size N	Size P	Size S	Size T	
Quantity (Millions)	\$1 tickets 200/pack	\$1 tickets 200/pack	\$2 tickets 100/pack	\$2 tickets 100/pack	\$2 tickets 100/pack	\$2 tickets 100/pack	\$2 tickets 100/pack	\$2 tickets 100/pack	\$2 tickets 100/pack	\$2 tickets 100/pack	\$2 tickets 100/pack	\$3 tickets 100/pack	\$3 tickets 100/pack	\$3 tickets 100/pack	\$3 tickets 100/pack	\$3 tickets 100/pack	\$3 tickets 100/pack	\$5 tickets 100/pack	\$5 tickets 100/pack	\$5 tickets 100/pack	\$5 tickets 100/pack	\$5 tickets 100/pack	\$10 tickets 50/pack	\$10 tickets 50/pack	\$10 tickets 50/pack	\$10 tickets 50/pack	\$20 tickets 30/pack	\$20 tickets 30/pack	\$20 tickets 30/pack	\$30 tickets 20/pack	
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Shaded boxes represent quantities that the CLC is most likely to order. However, we are requesting pricing for all quantities listed in the grid above and make no guarantees of any orders.
 Not applicable

NOTE #3: Cost-per-thousand pricing MUST include FOUR-color process printing on BOTH sides. Please refer to sample \$10, \$20 and \$30 tickets in Sample Envelope #1 that is a part of this RFP

Submitted by _____ Company: _____

Signature _____ Date: _____

**ATTACHMENT C - Page 5
"NON-BASE GAME" PRICING PROPOSAL**

Instant Ticket Pricing for Initial 5-Year Term
70% of production
(Annual ESS tickets)

Extension Options:
Exercise three (3) Year Term
Exercise up to three (3) additional 1-Year Terms

Ticket Size	Size A	Size B	Size C	Size D	Size E	Size F	Size G	Size H	Size I	Size J	Size L	Size F	Size G	Size H	Size I	Size J	Size L	Size G	Size H	Size I	Size J	Size L	Size K	Size M	Size O	Size R	Size N	Size P	Size S	Size T	
Quantity (Millions)	\$1 tickets 200/pac	\$1 tickets 200/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$3 tickets 100/pac	\$3 tickets 100/pac	\$3 tickets 100/pac	\$3 tickets 100/pac	\$3 tickets 100/pac	\$3 tickets 100/pac	\$5 tickets 100/pac	\$5 tickets 100/pac	\$5 tickets 100/pac	\$5 tickets 100/pac	\$5 tickets 100/pac	\$10 tickets 50/pac	\$10 tickets 50/pac	\$10 tickets 50/pac	\$10 tickets 50/pac	\$20 tickets 30/pac	\$20 tickets 30/pac	\$20 tickets 30/pac	\$30 tickets 20/pac	
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Shaded boxes represent quantities that the CLC is most likely to order. However, we are requesting pricing for all quantities listed in the grid above and make no guarantees of any orders.
Not applicable

NOTE #3: Cost-per-thousand pricing MUST include FOUR-color process printing on BOTH sides. Please refer to sample \$10, \$20 and \$30 tickets in Sample Envelope #1 that is a part of this RFP

Submitted by _____ Company: _____

Signature _____ Date: _____

ATTACHMENT C - Page 6
"NON-BASE GAME" PRICING PROPOSAL

Instant Ticket Pricing for Initial 5-Year Term
80% of production
(Annual ESS tickets)

Extension Options:
Exercise three (3) Year Term
Exercise up to three (3) additional 1-Year Terms

Ticket Size	Size A	Size B	Size C	Size D	Size E	Size F	Size G	Size H	Size I	Size J	Size L	Size F	Size G	Size H	Size I	Size J	Size L	Size G	Size H	Size I	Size J	Size L	Size K	Size M	Size O	Size R	Size N	Size P	Size S	Size T	
Quantity (Millions)	\$1 tickets 200/pac	\$1 tickets 200/pack	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$3 tickets 100/pack	\$3 tickets 100/pack	\$3 tickets 100/pack	\$3 tickets 100/pack	\$3 tickets 100/pack	\$3 tickets 100/pack	\$5 tickets 100/pac	\$5 tickets 100/pac	\$5 tickets 100/pac	\$5 tickets 100/pac	\$5 tickets 100/pac	\$10 tickets 50/pack	\$10 tickets 50/pack	\$10 tickets 50/pack	\$10 tickets 50/pack	\$20 tickets 30/pack	\$20 tickets 30/pack	\$20 tickets 30/pack	\$30 tickets 20/pack	
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Shaded boxes represent quantities that the CLC is most likely to order. However, we are requesting pricing for all quantities listed in the grid above and make no guarantees of any orders.
 Not applicable

NOTE #3: Cost-per-thousand pricing MUST include FOUR-color process printing on BOTH sides. Please refer to sample \$10, \$20 and \$30 tickets in Sample Envelope #1 that is a part of this RFP

Submitted by _____ Company: _____

Signature _____ Date: _____

ATTACHMENT C - Page 7
"NON-BASE GAME" PRICING PROPOSAL

Instant Ticket Pricing for Initial 5-Year Term
90% of production
(Annual ESS tickets)

Extension Options:
Exercise three (3) Year Term
Exercise up to three (3) additional 1-Year Terms

Ticket Size	Size A	Size B	Size C	Size D	Size E	Size F	Size G	Size H	Size I	Size J	Size L	Size F	Size G	Size H	Size I	Size J	Size L	Size G	Size H	Size I	Size J	Size L	Size K	Size M	Size O	Size R	Size N	Size P	Size S	Size T	
Quantity (Millions)	\$1 tickets 200/pac	\$1 tickets 200/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$2 tickets 100/pac	\$3 tickets 100/pac	\$3 tickets 100/pac	\$3 tickets 100/pac	\$3 tickets 100/pac	\$3 tickets 100/pac	\$3 tickets 100/pac	\$5 tickets 100/pac	\$5 tickets 100/pac	\$5 tickets 100/pac	\$5 tickets 100/pac	\$5 tickets 100/pac	\$10 tickets 50/pac	\$10 tickets 50/pac	\$10 tickets 50/pac	\$10 tickets 50/pac	\$20 tickets 30/pac	\$20 tickets 30/pac	\$20 tickets 30/pac	\$30 tickets 20/pac	
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Shaded boxes represent quantities that the CLC is most likely to order. However, we are requesting pricing for all quantities listed in the grid above and make no guarantees of any orders.
 Not applicable

NOTE #3: Cost-per-thousand pricing MUST include FOUR-color process printing on BOTH sides. Please refer to sample \$10, \$20 and \$30 tickets in Sample Envelope #1 that is a part of this RFP

Submitted by _____ Company: _____

Signature _____ Date: _____

ATTACHMENT D – OPTIONS PRICING SHEET (1 PAGE)

Attachment D - Page 1
Options Pricing Sheet

Note: Proposer must designate the price parameter (i.e. one-time charge, cost-per-thousand, etc.) for each option / dollar amount. Attach additional sheets to explain options if needed.

Instant Ticket Pricing for Initial 5-Year Term
Extension Options:
Exercise three (3) Year Term
Exercise up to three (3) additional 1-Year Terms

Options	Base	60%	70%	80%	90%
1 Foil Stock					
2 Gloss fx					
3 Scratch fx					
4 Water Droplets					
5 Sparkle					
6 One metallic display color					
7 One metallic overprint color					
8 One additional fluorescent display color					
9 Two additional fluorescent display color					
10 Additional color on overprint (more than 4)					
11 Additional display color on overprint (more than 4)					
12 Additional color on ticket back					
13 Play Around™ Fold Over Games					
14 Scratch My Back™					
15 Color Pulsing					
16 One additional color imaging					
17 Four-color imaging					
18 Multiple scenes					
19 Special fonts					
20 Die cut tickets					
21 Scented tickets					
22 Variations in ticket sizes and latex coverage areas					
23 High Top Prize Insurance (prizes over \$1,000,000)					
24 Pricing Differential for side-by-side press runs					
25 2nd Chance Drawings					
26 Licensed Games					
27 A stub feature attached to ticket					
28 A stub with bar coding attached to ticket					
29 Variable pack sizes					
30 Additional Options recommended by Proposer					

Submitted by _____ Company _____
(print name)

Signature _____ Date _____

ATTACHMENT E – CONSULTING AGREEMENT AFFIDAVIT (1 PAGE)



Attachment E – Consulting Agreement Affidavit
STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

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

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

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

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

_____		_____
Consultant's Name and Title		Name of Firm (if applicable)
_____	_____	_____
Start Date	End Date	Cost
Description of Services Provided: _____		

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

If YES: _____
Name of Former State Agency Termination Date of Employment

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

Printed Name of Bidder or Contractor	Signature of Principal or Key Personnel	Date
_____	_____	_____
Printed Name (of above)	Awarding State Agency	
_____	_____	

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

Commissioner of the Superior Court
or Notary Public

My Commission Expires

ATTACHMENT F – IRAN CERTIFICATION (1 PAGE)



Attachment F – Iran Certification

STATE OF CONNECTICUT

Respondent Name: _____ INSTRUCTIONS:

CHECK ONE: Initial Certification.
 Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.

Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification. Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20__.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires

ATTACHMENT G – W-9 (4 PAGES)

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input style="width: 50px;" type="text"/> Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ <input style="width: 100px;" type="text"/>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <input style="width: 50px;" type="text"/> Exemption from FATCA reporting code (if any) <input style="width: 50px;" type="text"/> <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	
	- -
or	
Employer identification number	
	-

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <input style="width: 90%; height: 20px;" type="text"/>	Date ▶ <input style="width: 80%; height: 20px;" type="text"/>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The *Foreign Account Tax Compliance Act* (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." (See Regulations section 301.7701-2(c)(2)(iii).) Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(a) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 9832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note: Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft: Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT H – NONDISCRIMINATION CERTIFICATION AFFIDAVIT BY ENTITY (1 PAGE)



NONDISCRIMINATION CERTIFICATION — AFFIDAVIT

By Entity

For Contracts Valued at \$50,000 or More

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

INSTRUCTIONS:

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

AFFIDAVIT:

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

Signatory's Title

Name of Entity

duly formed and existing under the laws of _____.

Name of State or Commonwealth

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

_____ and that _____

Name of Entity

Name of Entity

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

Authorized Signatory

Printed Name

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

Commissioner of the Superior Court/ Notary Public

Commission Expiration Date

ATTACHMENT I – VENDOR INFORMATION FORM/SUPPLIER DIVERSITY INFORMATION

(2 PAGES)



SUPPLIER DIVERSITY INFORMATION

Vendor Legal Business Name	
CURRENT CERTIFICATION INFORMATION	
Small Business Enterprise (SBE) Yes _____ No _____	HUB Zone Enterprise Yes _____ No _____
Minority Business Enterprise (MBE) Yes _____ No _____	Disadvantaged Business Enterprise (DBE) Yes _____ No _____
Women Business Enterprise (WBE) Yes _____ No _____	Sheltered Workshop Yes _____ No _____
Veteran Owned Business Enterprise Yes _____ No _____	
<p><i>NOTE: Include copies of certifications with the submission of this form for all items checked YES.</i></p> <p>If YES, indicate which Agency/Organization has certified your business:</p> <p>Department of Administrative Services (DAS) _____ Greater New England Minority Supplier Diversity Council (GNEMSDC) _____</p> <p>Department of Transportation (DOT) _____ Women's Business Enterprise National Council (WBENC) _____</p> <p>Small Business Administration (SBA) _____ Other: _____</p> <p style="text-align: center; margin-left: 150px;">Agency/Organization Name</p> <p>If MBE/WBE certified, indicate Diversity Category: (check all that apply)</p> <p>Hispanic American _____ African American _____ Asian / Indian American _____</p> <p>Native American / Alaskan _____ Woman Owned _____ Minority Woman Owned _____</p> <p>Asian / Pacific American _____ Subcontinent Asian American _____ LGBT _____</p>	
FINANCIAL AND ORGANIZATIONAL INFORMATION	
Please provide the Gross Annual Receipts for the last three fiscal years:	
Fiscal Year End Date _____ / _____ / _____ MM/DD/YYYY	Year _____ Amount \$ _____
	Year _____ Amount \$ _____
	Year _____ Amount \$ _____
Current number of full-time employees _____	Current number of part-time employees _____
CERTIFICATION	
SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR:	Date Executed
Type or Print Name of Authorized Person	Title of Authorized Person

* The Connecticut Lottery Corporation is collecting vendor and supplier information in order to compile a list of available vendors and to track its compliance with supplier diversity goals. The CT Lottery considers commercial and financial information disclosed on this form to be confidential but, unless exempted from disclosure by the Connecticut Freedom of Information Act or other applicable law, information supplied to the Connecticut Lottery Corporation may be subject to disclosure under the Connecticut Freedom of Information Act."

ATTACHMENT J – STATE OF CT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS
SUMMARY (1 PAGE)



Attachment J – Affirmation of Receipt of State Ethics Laws Summary
STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut’s Office of State Ethics website.

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City State Zip

Awarding State Agency

ATTACHMENT K – PROPOSER’S AFFIDAVIT (2 PAGES)

PROPOSER'S AFFIDAVIT

Page 1 of 2

Proposal for: Instant Ticket Pricing

RFP Number: CLC201903 (the "RFP")

Proposer's Complete Legal Name and Street Address:

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

(18) years, believe in, and understand the obligations of an oath. I am of sound mind, not acting under duress, and make this affidavit freely for the purpose of inducing the Connecticut Lottery Corporation to consider our Proposal and to make a Preliminary Notice of Award to the Proposer. I understand that all capitalized terms in this affidavit have the same meanings given to them in the RFP.

I am the _____ of the Proposer and duly authorized to make
(Print Title)

this affidavit on its behalf.

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

1. The Proposal is genuine. It is not a collusive, sham or fraudulent proposal, and it was not made in the interest or on behalf of any person or entity not named or disclosed in this affidavit.
2. The Proposer developed the Proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course or action with, any person or other entity designed to fix the Proposal price or otherwise limit independent competition.
3. The Proposer has not offered or received any kickbacks or inducements from any person or entity in connection with the Proposal.
4. The Proposer, its officers, employees and agents have not conferred or promised to any State of Connecticut or Connecticut Lottery Corporation official, officer, employee or member of the Board of Directors connected in any way to this RFP any payment, loan, subscription, advance, deposit of money, gift, service, or present unless consideration of substantially equal or greater value was exchanged and such consideration was not related to and was not intended to influence any decision regarding this RFP.
5. The Proposer, its officers, employees and agents have not communicated with any officer, member of the Board of Directors, or employee of the Connecticut Lottery Corporation, other than the Purchasing Officer, concerning this RFP and its Proposal.

6. The Proposer, its officers, employees and agents have not communicated the contents of its Proposal to any person not an officer, employee or agent of the Proposer and, further, the Proposer represents that it will not communicate the contents of its Proposal to any such person until the Submission Date.
7. To the best of my knowledge, information and belief, no CLC officer, official, employee or member of the Board of Directors of the Connecticut Lottery Corporation has any financial or other interest whatsoever, direct or indirect, in the Proposer or its business.
8. The Proposer has thoroughly examined and understood each and every provision of the RFP, including the sample envelopes, the technical specifications, and any and all addenda.
9. Whether or not awarded the Contract, the Proposer agrees to comply with all of the provisions of the RFP.
10. All information in the Proposal is complete, not misleading (including misleading by omission), and accurately and fully portrays all requested aspects of the Proposer and its goods and services.
11. The Proposer is not currently debarred or otherwise prohibited from contracting or submitting Proposals or proposals for contracts with the State of Connecticut or any agency or political subdivision thereof, any other state, native American body, or other governmental or quasi-governmental entity within the United States, or any lottery within the United States or Canada.
12. The Proposer is not an agent of any person or entity currently debarred or otherwise prohibited from contracting or submitting Proposals or proposals for contracts with the State of Connecticut or any agency or political subdivision thereof, any other state, native American body, or other governmental or quasi-governmental entity within the United States, or any lottery within the United States or Canada.

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

Signature: _____ Date: _____

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

Notary Public

My Commission Expires _____ (Place Seal)