



Connecticut Lottery Corporation
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REQUEST FOR PROPOSALS

RFP Number: CLC201902
RFP Description: Internal Control System
RFP Issue Date: April 15, 2019
Submission Due Date: May 9, 2019 by 2:00 PM Eastern Time

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

Part I. INTRODUCTION

The Connecticut Lottery Corporation (CLC), a quasi-public agency with the mission of generating revenue for the State of Connecticut's General Fund, is soliciting competitive Proposals from qualified, experienced, and innovative Proposers to provide, implement, maintain, and support an Internal Control System (ICS) for the CLC's Computer Gaming System (CGS) on a non-exclusive basis. Interested Proposers must submit a Proposal in accordance with the requirements and directions of this RFP.

Proposers must have at least one (1) United States-based lottery as a current client.

The CLC intends to contract with a single Proposer. Neither the systems nor the services requested in this RFP may be subcontracted.

Any resultant contract from this RFP will be for a term of three (3) years and six (6) months from the Go-Live Date of the ICS. The CLC will have the option to extend the contract in its sole discretion for up to five (5) additional years in one or more extensions and in any combination of months or years under the same terms and conditions as the original contract.

A contract award is contingent upon the Successful Proposer satisfying all requirements identified in this RFP, including, without limitation, it and its key representatives (Key Persons) obtaining vendor and occupational licenses from the Connecticut Department of Consumer Protection (CT DCP). See Part 5, Section C. Key Persons, as well as certain members of their households, will be prohibited from purchasing and sharing the winnings from any CLC lottery game or multijurisdictional lottery game in which the CLC participates (i.e., Powerball, Mega Millions, Lucky for Life). To monitor compliance, the Successful Proposer may be required to obtain and provide confidential information of prohibited persons (e.g. social security numbers).

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

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

A. BACKGROUND INFORMATION

The Successful Proposer shall provide a modern, highly secure, easy to use, fully-functioning ICS and related services necessary to operate and maintain a computer system designed to independently process all of the CLC's Draw Games transactions processed by the CGS; independently process all drawing-specific transactions for each drawing-style; and record and report all accounting activity, including, but not limited to, sales, validations, cancels, claims, promotions, vouchers and purges for each drawing-style game.

The CLC is seeking three (3) identical Internal Control Systems, installed at two (2) different secure locations in Connecticut. Two of the systems will be used as the primary and redundant Internal Control Systems; the third system will be utilized mainly for user acceptance testing of new releases and new functionality.

The CLC's CGS is currently provided by Scientific Games, Inc. (Gaming System Vendor). ICS project plans for design engineering, migration strategy and deployment execution will be developed jointly by the Gaming System Vendor, the Successful Proposer, and the CLC. Cooperation among all parties is critical to the mission and goals of the CLC.

The CLC is a member of the Multi-State Lottery Association (MUSL). The CLC participates in MUSL games and offers those via its lottery retailers as appropriate. All relevant MUSL rules will apply equally to 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:

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

B. SCHEDULE

Proposer Written Questions Due	April 26, 2019 by 2:00 PM EST*
CLC Written Responses Posted	May 6, 2019
Proposal Submission Date	May 9, 2019 by 2:00 PM EST*
Notice of Preliminary Award	June 21, 2019
Contract Effective Date	July 1, 2019
Go-Live Date	November 5, 2019*

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

All changes to this RFP, including date changes, will be posted on the CLC Lottery’s website (www.ctlottery.org, About Us, Bids) as well as the CT Department of Administrative Services’ website (www.das.state.ct.us, State Contracting Portal, Current Solicitations, Organization, drop down to “Connecticut Lottery Corporation”) (together, the Websites).

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

C. PROPOSER QUESTIONS

The sole CLC point of contact for this RFP prior to the award of any contract is Sue Starkowski (Purchasing Officer). Please direct all questions and other communications regarding this RFP to her only by email at sue.starkowski@ctlottery.org. **Contact with any other CLC representative or State official concerning this RFP may result in disqualification.**

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

The Purchasing Officer will confirm receipt of a Proposer’s questions by e-mail. Questions cannot be submitted via telephone or other means, but 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 written addenda, which shall be a part of this RFP and any resulting contract. Addenda will be available on the Websites. **Each Proposer is responsible for checking the Websites to determine if the CLC has issued any addenda and, if so, must complete its Proposal in accordance with this RFP as may be modified by the addenda.**

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

D. PROPOSER/SUCCESSFUL PROPOSER DIFFERENTIATION

Throughout this RFP the terms "Proposer," "vendor," and "contractor" may be used interchangeably in reference to the preparation and submission of Proposals and any requirements preceding the award of the contract. In describing post-contract award requirements, an effort is made to use the phrase "Successful Proposer."

E. CONTINUING DISCLOSURE OBLIGATIONS

Proposers must promptly notify the CLC in writing of any changes in their information occurring after submission of a Proposal and, with respect to the Successful Proposer after the execution of a contract.

F. ADDITIONAL PROPOSER INFORMATION

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

G. FREEDOM OF INFORMATION ACT & CONFIDENTIALITY OF INFORMATION

1. Proposer Confidential Information

All information submitted in and with a Proposal will become the CLC's property and may be subject to disclosure by the CLC under the Connecticut Freedom of Information Act, unless exempted by law. If a Proposer believes that any financial, proprietary commercial information, trade secrets, or other highly sensitive, competitive data information in its Proposal is exempt from public disclosure (Proposer Confidential Information), such 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 device containing its complete Proposal (including pricing) except for the Proposer Confidential Information. Cost/pricing information is subject to public disclosure. Proposers may not preface their Proposals with a general proprietary statement, or use page headers or footers that arbitrarily mark all pages confidential. **If the CLC receives a request for a copy of a Proposal, the CLC will provide the requester a copy of the CD or digital media device without prior notice to or review by the Proposer. Accordingly, each Proposer is solely responsible for, and the CLC shall have no liability to a Proposer for, the inclusion of any Proposer Confidential Information on the CD or digital media device or the provision of a copy of such to a third-party.**

By submitting a Proposal with portions marked "CONFIDENTIAL," a Proposer represents it has a good faith belief that such portions are exempt from disclosure under the Act. If the CLC receives a request for Proposer Confidential Information, it will promptly notify the Proposer 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. Proposers agree that the CLC will not be liable for any disclosure of Proposer Confidential Information under any circumstance. The Proposer will indemnify, defend, and hold the CLC harmless against any and all

demands, claims, lawsuits (through any appeals) and, proceedings (judicial, Freedom of Information Commission, or otherwise), including all attorney fees, damages, losses, liabilities, judgments, fines, penalties, and costs and expenses of whatever kind, which may in any manner result from or arise out the CLC's nondisclosure of claimed Proposer Confidential Information. A Proposer's indemnification obligations under this Paragraph shall be immediate upon the CLC's written notice and tender.

2. CLC Confidential Information

Each Proposer shall protect from unauthorized use and disclosure all financial, statistical, technical, proprietary, and other information related to the CLC and its operations that the CLC makes available to the Proposer under this RFP or at any time following the issuance of this RFP (CLC Confidential Information). Information shall be deemed "CLC Confidential Information" whether or not it is embodied in tangible form and regardless of the way in which it is conveyed or obtained. A Proposer shall not disclose CLC Confidential Information to any third-party without the CLC's prior express written consent in each instance. Proposer shall only use CLC Confidential Information for purposes of responding to this RFP. Upon CLC's request at any time, Proposer shall, at its own expense and as directed by the CLC, promptly return to the CLC or destroy (and certify in writing destruction of) all copies of CLC Confidential Information in Proposer's possession or control, whether physical or electronic.

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, if the request is in writing, provide the CLC with a copy of the 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.

Each Proposer agrees and warrants that it shall not use CLC materials or data, including but not only CLC Confidential Information, in any form in connection with any other procurement effort, whether public or private.

Any resulting contract from this RFP will include similar non-disclosure obligations requiring the Successful Proposer to maintain the confidentiality of information collected and produced by or on the Successful Proposer's behalf for the CLC during the contract.

H. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

The CLC will presume that each Proposer that submits a Proposal: (a) has read this RFP (including its addenda) and understands the CLC's needs and requirements; (b) is capable of performing the work to achieve the CLC's goals and objectives; and (c) is familiar with and will comply with all federal, state, and local laws, ordinances and regulations, as well as any mandatory or voluntary professional and industry standards related to the work described in this RFP. A Proposer's failure and/or omission to review or examine any information concerning this RFP shall in no way relieve it from any aspect of its Proposal or the related obligations.

I. CLC RESERVATION OF RIGHTS

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

1. Accept or reject any or all Proposals, in whole or in part;

2. Waive any technicalities, informalities, irregularities, or non-material deficiencies in a Proposal;
3. Waive any non-material specification(s) that cannot be complied with by any Proposer;
4. Waive any informality in the RFP process if doing so, as determined solely by the CLC, is in the CLC's best interest;
5. Conduct discussions with any or all Proposers for the purpose of clarification and/or modification of Proposals;
6. Arrange to receive products and services from other providers, or perform itself the products and services, to be obtained under this RFP;
7. Solicit additional and/or new Proposals from anyone;
8. Clarify, supplement, modify, suspend, or terminate this RFP, or withdraw and reissue a new RFP with terms and conditions materially different from this RFP;
9. Obtain information from any and all sources concerning a Proposer that the CLC considers relevant to this RFP, and to consider such information in evaluating the Proposer's submission;
10. Award a contract for all or part of the products and services requested in this RFP, or not award a contract at all;
11. Disqualify any Proposer whose conduct and/or Proposal fails to conform to the requirements of this RFP;
12. Negotiate contract provisions, including provisions not found in this RFP, with one or more potential Proposers in any manner the CLC deems fit (negotiations may be held with multiple proposers concurrently or on an individual basis at separate times as the CLC determines); and
13. Set aside the original Successful Proposer if the CLC determines that the Proposer is non-responsible. The CLC may, but shall not be obligated to, award the contract to a different responsible Proposer.

Part II. DEFINITIONS

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

"Business Day" – Monday through Friday, excluding Holidays and other CLC office closures. A reference to days in this RFP shall be construed as Business Days unless the phrase "Calendar Day" is used.

"CLC Confidential Information" – is defined in Part I, Section G, number 2.

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

"Computer Gaming System" – the set of software and hardware components required in order to deploy and operate a particular game or set of games. Such components include, without limitation, game terminals, communications channels, and game host computers as well as back-office systems at the CLC's Headquarter Office and/or any backup sites.

“Documentation” – all written materials pertaining to the ICS including any and all operator and user manuals, training materials, guides, commentary, listings that the Successful Proposer customarily furnishes to customers for use in conjunction with and for the operation of the ICS, and any other materials prepared in connection with any ICS update, upgrade, or new release, and shall include any updated versions of Documentation.

“Draw Games” – games sold through a computer network at Lottery Retailer locations with game tickets generated upon customer request.

“Evaluation Committee” – the CLC personnel who will review Proposals and recommend a Successful Proposer.

“Gaming System Vendor” – Scientific Games, Inc.

“Go-Live Date” – the date immediately following the CLC’s acceptance and approval of the tested and fully functional ICS when the ICS begins operating in place of the CLC’s existing internal control system.

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

“Internal Control System” or “ICS” – the audit system and its associated processes and components that performs auditing of the CGS to ensure the integrity, security, and accuracy of gaming and other financially relevant transactions. The ICS consists of the primary ICS, redundant ICS, and QA ICS.

“Key Persons” – the Successful Proposer’s authorized representatives who will be responsible for performing the services procured by the CLC, or have supervisory authority over such individuals, or have access to CLC Confidential Information.

“Lottery Retailer” or “Retailer” – an individual or a business entity authorized to sell and redeem lottery tickets.

“MUSL” – means the Multi-State Lottery Association.

“MUSL Draw Reporting System” – the software reporting system used by the CLC to report draw sales and winner selection results.

“Lockdown” – an alternative technology currently in use in other MUSL jurisdictions.

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

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

“Proposer” – any business submitting a Proposal in response to this RFP, the respective members, owners, directors, officers, and employees of it, and, if applicable, its parent corporation and sister subsidiaries.

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

“Successful Proposer” – the vendor that the CLC selects and awards a contract to.

Part III. REQUIREMENTS & SPECIFICATIONS

The Successful Proposer shall provide all hardware (e.g., computers, servers, printers), software and software applications, equipment, support systems, communications interfaces, and services together with all licenses and documentation associated with the design, delivery, full implementation, testing, maintenance, support, upgrading, and training of CLC staff to operate and use an ICS in accordance with the CLC's requirements and specifications. All proposed equipment, hardware, software, and ongoing maintenance and technical support services must be included in the final delivered system (with the exception of options proposed but not selected by the CLC).

The CLC is seeking an ICS environment that at a minimum:

1. Is capable of handling and complying with all current and any future MUSL and CLC requirements and rules for an Internal Control System. The Internal Control System must also be able to interface with the MUSL Draw Reporting System and support the alternative Lockdown solution.
2. Meets all applicable statutory and regulatory requirements.
3. Interfaces with the CGS. The ICS must continuously (365 days, 24/7) and independently receive and process a real-time feed from the CGS, all sales, validations, cancels, claims, promotions, vouchers and purges (including an extra sixty (60) Calendar Days for claimed tickets) based on Calendar Days from the drawing.
4. Is as automated as possible and requires little, if any, human interaction on a daily basis.
5. Is remotely accessible via CLC supplied virtual private network (VPN) connection.
6. Auto-balances with the CGS every five (5) minutes and on a nightly basis at the end of processing for the day. The current status of balancing must be visually displayed by the ICS.
7. Sends automatic emails at the end of processing for the day when the system is in-balance, and an additional email when there are top prize winners. The system will send emails immediately when there are out of balance conditions.
8. Monitors the ICS system and sends automatic emails if there are any system issues.
9. Has external storage capabilities for system backups.
10. Includes user authentication, authorization, and access controls to prevent unauthorized access to the system and data.
11. Is efficient, reliable, flexible, and can be tailored to grow with the business needs and rules of the CLC and handle new developments in the future such as online sales, sports wagering, etc. should these become authorized.

The Proposer must, at a minimum:

1. Provide an overview of the ICS and how it will meet the CLC's objectives with respect to: (i) efficiency, reliability, and security; (ii) flexibility and speed of modifications; (iii) state-of-the-art and proven industry-standard solution; and (iv) segregated systems and environments, specifically primary and redundant as well as test environments.
2. Provide all independent laboratory testing and certification certificates for the proposed system and describe Proposer's plan to ensure that testing and system certifications remain current.
3. List the hardware (make and model), software (OS operating system) and any other equipment and components proposed for the Internal Control System and its capabilities.
4. List any ICS options and features offered by Proposer.
5. Describe the approach that will be used to develop, implement, and test the Internal Control System for CLC acceptance. Include a draft project plan, which includes the implementation tasks and timeline/duration.

6. Describe the approach that will be used to train Lottery personnel on the operation and use of the ICS, including any future training when changes are made to the ICS. Include a description of training materials and procedure manuals that will be provided.
7. Describe the ongoing technical support and system hardware and software upgrades, enhancements, and maintenance that will be provided at no cost to the CLC to ensure that the ICS and its components are the most current. Proposer's response, at a minimum, should address:
 - a. Software fixes, OS patching, OS software updates, and OS end of life or end of support (include a description of the process Proposer will use to deliver new software or software changes and Proposer's guaranteed delivery time commitment).
 - b. Programming support to accommodate changes to the lottery gaming system for new games, matrix changes and system enhancements.
 - c. Programming support and process for resolving out-of-balance conditions. The Successful Proposer must provide on-call and/or on-site system support 24 hours a day, 7 days a week, and 365 days a year. The availability and reliability of the ICS is critical.

In case support for any system hardware or software, module, or component is discontinued, the Successful Proposer must replace it at its own cost (including integration, test and acceptance) prior to the discontinuation of support.

8. Provide examples of your experience converting data from an existing internal control system to the proposed Internal Control System.
9. Describe your software change control, configuration management, and software development methodology.
10. Describe the software functions, to include but not be limited to:
 - a. The proposed Internal Control System's user interface and the interface with the CLC's Gaming System Vendor.
 - b. The reports able to be generated by, and the reporting capabilities of, the proposed Internal Control System.
 - c. The security features of the proposed Internal Control System, including, but not limited to, physical security, firewalls, account creation and deletion, password reset feature, user administration and segregation of duties. The Internal Control System must prevent unauthorized access and changes in its development, testing, implementation and use. Proposers should describe any and all methods for preventing and for detecting and reporting any unauthorized access, modifications, or other incidents with respect to the Internal Control System since its last use.
 - d. An audit program or capabilities incumbent in the Internal Control System, including the archival and restore features of system days.
11. Provide the specific and detailed service level agreements proposed, as well as a method of checking and reporting on the respective service levels.

This RFP is intended to give the CLC the greatest flexibility in procuring goods and services that it deems to be in its best interests and provide it with the ability to respond to changing conditions as they arise. Unless otherwise specified in this RFP, Proposers may submit Proposals offering products and services that are equivalent or better than those the CLC seeks to procure. If alternative products and services are proposed, Proposers must explain how they are equivalent or better than the products and services specified.

Furthermore, Proposers participating in this RFP agree that products and services, which are not identified in this RFP or in any resulting contract with a Successful Proposer, may be purchased by the CLC from the Successful Proposer without the need to issue a new procurement solicitation; provided they have a similar use as the products and services specified or are of a nature similar to those purchased by other lotteries with similar procurement goals and objectives as the CLC. The CLC will be responsible for all costs associated with such products and services provided it pursuant to this paragraph.

Part IV. PROPOSAL CONTENTS & SUBMISSION REQUIREMENTS

Proposals must be clear and thorough, but concise. All pages of the Proposal must be numbered at the right-hand bottom of the page. Brochures and marketing materials may be included, but should not take the place of a complete written response. The CLC will not refer to a designated website, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

The original Proposal must be signed by a person authorized to sign it on the Proposer's behalf. The CLC may reject an 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.

A. CONTENT REQUIREMENTS

Proposers must provide one (1) original Proposal and six (6) copies containing the information in this section. **The required financial background information (Part IV, Section A, Tab 7) only needs to be submitted with the original Proposal and not with all copies**

The original Proposal and each copy must be separately bound in a 3-ringed binder and presented in the following numerically tabbed order:

Tab 1: Introduction Letter

Proposers must submit an introduction letter providing the following information:

1. Proposer's understanding of the work to be performed, commitment to any timeline identified in this RFP, and a summary description of Proposer's proposed ICS solution and services;
2. Proposer's particular experience, capabilities, and resources available with respect to designing and implementing Internal Control Systems for lottery gaming systems and that will enable it to meet the CLC's wants, needs, and expectations. Identify any quasi-public/government agencies for which the Proposer provides or has provided similar products and services requested in this RFP;
3. Proposer's work process and any particular practices and certification standards it follows to ensure the security, quality, and compliance of its products and services (e.g., MUSL, ISO, SSAE18) and that products and services are delivered on-time and according to customer specifications and requirements in a consistent manner; and
4. Explain what differentiates the Proposer from its competitors and why the CLC should select the Proposer to provide the products and services solicited in this RFP.

Tab 2: Proposer's Response to RFP Requirements and Specifications

This Tab should demonstrate the Proposer's ability to meet those requirements and specifications and explain clearly and concisely the plan for accomplishing the specified work, including a description of all software, hardware, services, and tasks required to implement the ICS solution the CLC is requesting.

Tab 3: Exceptions, Variances and Deviations

Proposers are responsible for carefully reviewing each requirement and specification identified in Part III of this RFP. If a Proposer has any exceptions to or variances from the requirements and specifications, it must identify and explain the reason for them for the CLC's consideration. Absence of exceptions and variances

will mean that the Proposer can meet all of the requirements and specifications. The CLC is under no obligation to accept any exceptions or variances that may appear in a Proposal, and the CLC's determination to move forward with a contract with the Proposer based on the Proposal shall not be considered acceptance of such exceptions or variances.

Tab 4: Proposer's Business Structure and Operations

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

1. Full business name and the physical and mailing address of its principal place of business, as well as for all locations from which the work under this RFP will be performed if different from the principal office. Each Proposer must state whether it is or is not registered or qualified with the Connecticut Secretary of State to do business in Connecticut;
2. Background, including Proposer's founding and history; the names of principals/owners; the number of employees; and the number of years in business providing the products and services requested in this RFP.
3. 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; and
 - c. Any parent company or subsidiaries of Proposer;
4. Principals and staff that will be assigned to the CLC's account initially and during on-going maintenance and support of the ICS (Key Persons). Provide Proposer's organization chart. For each individual provide his/her name and title, location, experience providing the products and services the CLC is procuring, number of years employed by Proposer, and his/her responsibilities if the contract is awarded to Proposer;
5. Any known related party relationships between the Proposer (or its owners, its members, or its directors, officers, or employees) and a CLC director, officer, or employee;
6. All pending or threatened bankruptcy, reorganization, insolvency, administrative, regulatory, or other material proceedings, actions, or litigation involving the Proposer; and
7. The details of all pleas, convictions, findings or judgments against the Proposer, its owners, its members, or its directors, officers, or employees, (regardless of place of employment) for any fraud, misrepresentation, criminal offense, or violation of any federal, state, or local ethics law, regulation, ordinance, code, policy or similar standard.

Change in Ownership

If a Proposer experiences a material change in ownership prior to the award of a contract or during the contract with the CLC, the Proposer is required to notify in writing the CLC at the time the change occurs or is identified. "Material change in ownership" means any merger, acquisition, assignment, or change in parties who, in the aggregate, own greater than 49% of the Proposer or the parent company of the

Proposer. Failure to notify the CLC of such a change may result in the rejection of a Proposer's Proposal or termination of the contract. The CLC reserves the right, based on its assessment of a material change in ownership, to reject a Proposer's Proposal or terminate a contract.

Conflicts of Interest

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

Tab 5: Experience

The Proposer must describe its experience in implementing and supporting Internal Control Systems for lottery gaming systems and/or services; that is, descriptions and references of gaming industry engagements of comparable complexity and sensitivity that have been performed by the Proposer over the past five (5) years.

For each engagement experience provide the following details:

1. Name of lottery client and the estimated total contract value;
2. Term of the contract, including the effective date;
3. Reason for contract end, if the contract is no longer in effect;
4. Services directly provided by the Proposer under the contract and whether the Proposer was a prime contractor or subcontractor; and
5. Types and number of systems or components provided by the Proposer.

The descriptions must include names, titles, addresses, and telephone numbers that may be contacted to verify qualifying experience. The CLC may check Proposer's lottery references.

Tab 6: Proposer's Prior Performance Issues

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

1. During the last five (5) years, it, its parent, or subsidiary has had any contracts terminated by default or for any other cause. If so, the Proposer must submit full details of the contract termination;
2. It, its parent, or subsidiary has ever been debarred or otherwise prohibited from contracting or submitting proposals or bids for contracts with: the State of Connecticut or any agency or political subdivision thereof; any municipal entity; or any other state, Native American body, or other governmental or quasi-governmental entity within the United States. If so, please fully identify the authority issuing the debarment prohibition, describe the reason(s) for the debarment/prohibition, and state the inclusive dates thereof;
3. During the last five (5) years, it, its parent, or subsidiary has been assessed penalties or liquidated damages under any of its existing or past contracts. 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, and the

Proposer agrees to promptly provide it to the CLC in a form and format that permits CLC's assessment; and

4. During the last five (5) years, it, its parent, or subsidiary was the subject of any order, judgment, or decree of any federal, state, municipal, or provincial authority barring, suspending, or otherwise limiting the right of the Proposer to engage in any business practice or activity, or if trading in the stock of the Proposer has been suspended. Information, including a complete copy of such order, judgment, or decree, must be provided to the CLC, with appropriate and accompanying date(s) and explanation(s).

Tab 7: Proposer's Financial Statements

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

1. Audited financial statements for the last three (3) fiscal years. If audited statements are unavailable, provide unaudited financial statements PLUS complete federal tax returns for the last three (3) tax filing years; and
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 must sign and date a statement that the financial statements provided are prepared in accordance with generally accepted accounting principles ("GAAP") accepted in the United States of America and fairly represent the financial condition of the Proposer as of the 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 Generally Accepted Accounting Principles (GAAP) (or the international equivalents to the extent available), would require a disclosure in the annual report of a publicly traded United States corporation or that would be required to be disclosed under state or federal law. Failure to notify the CLC of such a change may result in rejection of Proposer's Proposal or termination of the contract, in the sole discretion of the CLC.

Tab 8: Price Proposal & Insurance

Proposers must provide a Price Proposal (Attachment G) - completed and signed. This template provides a consistent format that all Proposers must use to submit pricing. The CLC will not accept pricing submitted on Proposer quotation forms. 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.

Proposers must provide a certificate of insurance (COI) showing the types and limits of insurance they maintain. The Successful Proposer will be required to meet the minimum insurance requirements identified below for the duration of the contract (limits may be provided through any combination of primary and umbrella/excess policies).

1. Commercial General Liability (CGL). In the minimum amount of \$1,000,000 Combined Single Limit per occurrence//\$2,000,000 aggregate for bodily injury, 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;

2. Workers Compensation and Employer's Liability. Workers Compensation coverage in accordance with the statutory requirement and limits of the State of Connecticut and Employer's Liability coverage with minimum limits of \$500,000 each accident, \$500,000 per employee, and \$500,000 disease;
3. Technology Errors and Omissions. In the minimum amount of \$1,000,000 for each occurrence with an aggregate minimum of \$10,000,000. Technology Errors and Omissions insurance will cover any claims for loss due to computer error, machine error, any communication line problems caused by the Successful Proposer regardless of degree of negligence;
4. Professional Liability Insurance or Miscellaneous Professional Liability Insurance. In the minimum amount of \$1,000,000 covering any claims for loss due to any error or omission (not covered by Technology Error and Omissions) caused by the Successful Proposer regardless of degree of negligence.
5. Fidelity or Employee Theft. In the minimum amount of \$100,000 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, and other representatives whether they acted alone or in collusion with others. Such insurance at a minimum must cover property of the CLC. Any deductible under this policy will be the Successful Proposer's responsibility. Coverage shall not require arrest or conviction. The policy must be endorsed to name "Connecticut Lottery Corporation, its directors, officers, employees, agents, and the State of Connecticut" as Loss Payee"; and
6. Cyber/Privacy Liability. In the amount of \$15,000,000 and sufficiently broad to respond to the duties and obligations as is undertaken by the Successful Proposer in the contract, including, without limitation, claims involving intellectual property infringement, invasion of privacy violations, data privacy and network security liability, Internet and electronic media liability, cyber extortion, and breach response costs, which may include, for the purposes of illustration but not limitation, regulatory fines and penalties and credit monitoring expenses. For avoidance of doubt, Cyber/Privacy Liability should cover information or identity theft, liability for misuse or disclosure of third-party data, liability for loss of data, outages or spread of viruses, attacks, destruction or disclosure of data or electronic information.

Proposer's CGL, Cyber/Privacy Liability, and any umbrella/excess insurance policies 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; and (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.

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

All required insurance policies shall be primary and non-contributory with any insurance or self-insurance carried or administered by the CLC or that of any other additional insured party. No insurance required or furnished shall in any way relieve or diminish the Successful Proposer's responsibilities, obligations, and liabilities to the CLC under the contract.

Tab 9: Affidavits and Certifications

- A completed Vendor Information Form/Supplier Diversity Information (Attachment A)
- A completed Proposer's Affidavit (Attachment B)
- A completed Consulting Agreement Affidavit – OPM Ethics Form 5 (Attachment C)
- A completed Affirmation of Receipt of State Ethics Laws Summary – OPM Ethics Form 6 (Attachment D)
- A completed Iran Certification – OPM Ethics Form 7 (Attachment E); and
- A completed Nondiscrimination Certification (Attachment F)

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

B. SUBMISSION REQUIREMENTS

1. Submission Date

The Purchasing Officer must receive Proposals on or before the Submission Date set forth in Part I, Section B. Proposals received after the Submission Date (regardless of postmark date) 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, 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 request 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. Any Proposal accepted by the CLC for award shall remain valid until superseded by a contract or until rejected by the CLC.

3. Package Labeling

- a) The Proposals must be delivered completely sealed and addressed to the Purchasing Officer, must contain the Proposer's name and address in the upper left-hand corner, and must be clearly labeled with the words "RFP PROPOSAL RESPONSE PACKAGE 1 of X, 2 of X, etc." with the RFP description, RFP number, and Proposal due date listed.
- b) The CLC may reject 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 if there is still time remaining before the Submission Date.

PART V. AWARD CRITERIA & NOTICE OF AWARD

A. METHOD OF AWARD

The CLC will select the Proposal that, all things considered, the CLC determines to be in its best interest. In making a selection, the CLC will be represented by an Evaluation Committee.

B. PROCESS

The Evaluation Committee will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. Price is an important factor, but it may not be the only basis for award. The CLC may also consider objective and subjective evaluation factors such as, but not limited to: a Proposer's experience, capabilities, and available resources; its management, operational, and financial responsibility and stability; its understanding of the CLC's business or quasi-public/government entities; its demonstrated flexibility, efficiency, responsiveness, and timeliness in providing products and services; and its previous work experience with the CLC or similar organizations.

Prior to making its selection, the CLC may request additional information from Proposers. The CLC may also conduct discussions with "short-listed" Proposers determined by the CLC, in its sole judgement, to be the most qualified to provide the requested products and services and with Proposals within an acceptable competitive range. Some or all short-listed Proposers may be asked to submit best and final terms.

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.

C. PRELIMINARY NOTICE OF AWARD

A Preliminary Notice of Award will be sent to the Successful Proposer. **The making of a Preliminary Notice of Award does not provide a Proposer with any rights and does not impose upon the CLC any obligations. The CLC is free to withdraw a Preliminary Notice of Award at any time and for any reason. A Proposer has rights, and the CLC has obligations, only if and when a contract is executed by the CLC and the Successful Proposer.** The Successful Proposer should not make any commitments or commence any work until all conditions of the Preliminary Notice have been met.

Pre-Contract Publicity Prohibition: Until the CLC signs the contract with the Successful Proposer, the Successful Proposer shall refrain from publicizing its Preliminary Notice of Award and status as award recipient. All public statements about the award are subject to the review and prior written approval of the CLC.

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 and all Key Persons assigned to carry out the responsibilities of the contract on the Successful Proposer's behalf, including all individuals with oversight responsibilities must be separately licensed by the DCP (See, Connecticut General Statutes § 12-815a). Key Persons may be expanded at any time by the CLC to include the Successful Proposer's other employees, if the CLC determines doing so to be in its best interests. The Successful Proposer is responsible for paying all fees and costs associated with obtaining and maintaining such vendor and occupational licenses without pass-through to the CLC. Estimated DCP licensing fees are as follows:

- Vendor License: \$250.00 per corporation
- Occupational Licenses: \$100.00 per Class I employee; \$20 per Class II director, officer, or owner

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, including any background investigations conducted by the DCP and/or Connecticut State Police in association with such licensing. Licensing instructions will be provided to the Successful Proposer at the time of Preliminary Notice of Award. The Successful Proposer must report changes in personnel assigned to the contract within ten (10) Business Days of the change.

D. THE CONTRACT

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.

Simultaneously with the delivery of its executed contract, the Successful Proposer will be required to furnish either a surety performance bond or a clean, irrevocable standby letter of credit covering its faithful performance of the contract (Performance Security), at its sole cost without pass-through to the CLC. The amount of the Performance Security will be determined by the CLC, in its sole discretion, based on the contract amount to be annually paid to the Successful Proposer or a percentage 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 to award the contract without further negotiation with the Successful Proposer, or negotiate some or all terms and conditions of the contract. Negotiations may result in minor or material changes to the Proposal and/or the RFP, including, without limitation, changes to the original scope of work, schedule of work, and financial, technical, and operational terms, conditions, and requirements. Negotiations may be terminated by the CLC, in its sole discretion, at any time for any reason. If the CLC and the Successful Proposer are unable to reach agreement, the CLC will cease negotiations and has the option of negotiating with another Proposer.

SUPPLIER DIVERSITY INFORMATION

Vendor Legal Business Name

CURRENT CERTIFICATION INFORMATION

Small Business Enterprise (SBE)	Yes _____	No _____	HUB Zone Enterprise	Yes _____	No _____
Minority Business Enterprise (MBE)	Yes _____	No _____	Disadvantaged Business Enterprise (DBE)	Yes _____	No _____
Women Business Enterprise (WBE)	Yes _____	No _____	Sheltered Workshop	Yes _____	No _____
Veteran Owned Business Enterprise	Yes _____	No _____			

*NOTE: Include copies of certifications with the submission of this form for all items checked **YES**.*

If **YES**, indicate which **Agency/Organization** has certified your business:

Department of Administrative Services (DAS) _____	Greater New England Minority Supplier Diversity Council (GNEMSDC) _____
Department of Transportation (DOT) _____	Women's Business Enterprise National Council (WBENC) _____
Small Business Administration (SBA) _____	Other: _____ Agency/Organization Name

If **MBE/WBE** certified, indicate Diversity Category:
(check all that apply)

Hispanic American _____	African American _____	Asian / Indian American _____
Native American / Alaskan _____	Woman Owned _____	Minority Woman Owned _____
Asian / Pacific American _____	Subcontinent Asian American _____	LGBT _____

FINANCIAL AND ORGANIZATIONAL INFORMATION

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

Fiscal Year End Date _____ MM/DD/YYYY	Year _____	Amount \$ _____	Year _____	Amount \$ _____	Year _____	Amount \$ _____
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Current number of full-time employees _____ Current number of part-time employees _____

CERTIFICATION

SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR	Date Executed
Type or Print Name of Authorized Person	Title of Authorized Person

ATTACHMENT B

BIDDER'S AFFIDAVIT

Bid Number: CLC201902
Bid Description: Internal Control System

Bidder's Complete Legal Name and Street Address:

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

eighteen (18) years, believe in, and understand the obligations of an oath. I am of sound mind, not acting under duress, and make this affidavit freely for the purpose of inducing the Connecticut Lottery Corporation to consider our bid and to enter into a Contract with the bidder. I understand that all capitalized terms in this affidavit have the same meanings given them in the ITB.

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

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

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

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

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

Signature: _____

Date: _____

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

Notary Public

My Commission Expires _____

(Place Seal)

ATTACHMENT C

OPM Ethics Form 5

Rev. 3-28-14



**STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT**

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

INSTRUCTIONS:

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

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

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

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

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

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

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

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

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

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

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

Commissioner of the Superior Court
or Notary Public

My Commission Expires

ATTACHMENT E



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _____

INSTRUCTIONS:

CHECK ONE: Initial Certification.
 Amendment or renewal.

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

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

Check applicable box:

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

B. Additional definitions.

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

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

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

- Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
- Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

My Commission Expires

ATTACHMENT G

PRICE PROPOSAL

RFP Number: CLC201902
RFP Description: Internal Control System

PROPOSER'S FULL NAME: _____

The Proposer offers and agrees to furnish all of the deliverables and services for which a price has been supplied below and to do so in full compliance with the terms and conditions of this RFP.

This Price Proposal is inclusive of all costs, including, but not limited to, direct and indirect labor; travel; hardware, software, and equipment; general and administrative expenses; insurance, performance security, profit; ongoing service and maintenance of a quantity of **three (3)** Internal Control Systems, costs to remedy any deficient performance; and any and all other costs and expenses. The CLC is exempt from paying all Connecticut state taxes, including sales and use taxes, as well as certain federal taxes. Proposer shall not charge the CLC any such taxes on deliverables or services.

Deliverables and Implementation Period Pricing

Internal Control System (hardware, software, equipment, communications, licenses, documentation, etc.) including delivery, installation, and testing	\$
Project implementation services, including software programming/configuration, file conversion, and acceptance testing through Go-Live date	\$
Training and pre-and post-Go-Live implementation support	\$
Total Fixed Price (USD)	\$

Maintenance Contract Term Pricing

Time Period	Annual Cost
Initial Contract Term (11/5/2019-05/04/2023)	\$
Extension 1 (5/5/2023-5/04/2024)	\$
Extension 2 (5/5/2024-5/04/2025)	\$
Extension 3 (5/5/2025-5/04/2026)	\$
Extension 4 (5/5/2026-5/04/2027)	\$
Extension 5 (5/5/2027-5/04/2028)	\$

Pricing for the Initial Contract Term is required. Pricing for the Extension years are optional.

Offered Options Pricing

The Proposer is encouraged to offer options regarding innovative functions, features, services, and solutions. The Proposer must present all offered options as separate line items. Unless priced separately, all options will be considered to be included as fixed price deliverables. Any option for which there is no additional fee (i.e., it is included in the fixed price) must be shown as No Charge (N/C).

By: _____
(print name)

Title: _____

(signature)*

Date: _____

***NOTE:** In order to be considered valid, this Price Proposal must be signed by a principal officer or owner of the business entity that is submitting the Proposal.