



Connecticut Lottery Corporation
777 Brook Street
Rocky Hill, CT 06067-3403
860-713-2795

REQUEST FOR PROPOSALS

RFP Number: CLC202001
RFP Description: Network Security Penetration Testing
RFP Issue Date: 03/20/2020
Submission Due Date: 04/06/2020 by 2:00 PM Eastern Time

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

Part I. INTRODUCTION

The Connecticut Lottery Corporation (CLC), a quasi-public agency with the mission of generating revenues for the State of Connecticut's General Fund, is soliciting competitive Proposals from qualified, experienced, and innovative Proposers for network review and penetration testing services. Interested Proposers must submit a Proposal in accordance with the requirements and directions of this Request For Proposals (RFP). For additional information about the CLC, please visit ctlottery.org.

Proposers submitting a Proposal must be US-based, must have a minimum of five (5) years of experience in the network security field, and must have previously performed five (5) or more penetration tests similar to those solicited in this RFP.

While the CLC expects to contract with a single Proposer, it is not obligated to do so. The CLC, in its sole discretion, may accept all or portions of any Proposal and subsequently contract with more than one Proposer at the same time if such approach is determined by the CLC to be in its best interests.

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 (CT DCP), the CLC's regulatory agency. See Part V, Section B.

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 a 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 products or services described in it, except as set forth in Part I, Section B. A Proposer's failure to observe this restriction may result in its disqualification.

A. SCHEDULE

Proposer Written Questions Due	*03/27/2020; 2:00 PM Eastern Time
CLC Written Responses Posted	03/31/2020
Proposal Submission Date	*04/06/2020; 2:00 PM Eastern Time Proposals must be submitted by mail or in-person to the attention of Purchasing Officer Suzanne Colley, Connecticut Lottery Corporation, 777 Brook St., Rocky Hill, CT 06067
CLC Preliminary Notice of Award	05/04/2020

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’s website (ctlottery.org, Procurement, Public Solicitations) as well as the Connecticut Department of Administrative Services’ website (www.das.state.ct.us, State Contracting Portal, Organization, drop down to “Connecticut Lottery Corporation”) (together, the Websites). The CLC’s website is the official source of information for all CLC procurements.

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.

B. PROPOSER QUESTIONS

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

Proposer questions must be received by the Purchasing Officer no later than the date and time set forth in Part I, Section A. 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.

C. SUBCONTRACTING/COLLABORATIVE PROPOSALS

If a Proposer intends to use subcontractors to fulfill some or all of the requirements in this RFP, it must clearly explain this collaborative arrangement in its Proposal. Where two or more businesses desire to submit a single Proposal in response to this RFP, they must do so on a prime/subcontractor basis. The collaborating businesses must select a prime contractor that will be the CLC's sole point of contact for all RFP matters. If a collaborative Proposal is submitted, which includes a Proposal involving subcontracting, the prime contractor must meet all of the applicable minimum Proposer requirements identified in the Introduction section of this RFP.

If the collaboration's Proposal is accepted, the prime contractor will be solely responsible for the collaboration's entire performance of the contract, including all project management, legal, and financial responsibility for the completion of all work.

A collaborative Proposal must contain all of the documents and information required by this RFP for each subcontractor and otherwise comply with all RFP terms and conditions. In addition, the collaborative Proposal must, at a minimum, clearly and fully: (1) identify the full legal name, street address, mailing address (if different from street address), and telephone number of each proposed subcontractor; (2) describe in detail the work to be performed by each proposed subcontractor; and (3) describe the manner in which the responsibilities will be allocated between the lead contractor and its proposed subcontractors.

D. CONTINUING DISCLOSURE OBLIGATIONS

Part IV, Section C, Tabs 5, 6, 7, and 9 of this RFP are subject to a continuing disclosure requirement; any such matter or change in circumstance (e.g., change in business structure or operations, change in financial condition, etc.) 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.

E. ADDITIONAL PROPOSER INFORMATION

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

F. 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.

G. CLC RESERVATION OF RIGHTS

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

1. Accept or reject any or all Proposals, in whole or in part, and to award or not award a contract based on Proposals received;
2. Waive any technicalities, informalities, irregularities, or non-material deficiencies in a Proposal;

3. Waive any 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 obtain or perform itself the products and services, sought under this RFP;
7. Solicit additional and/or new Proposals from anyone;
8. Clarify, supplement, modify, suspend, or terminate this RFP in whole or in part, or withdraw and reissue a new RFP with terms and conditions materially different from this RFP;
9. Obtain information from any and all sources concerning a Proposer that the CLC considers relevant to this RFP, and to consider such information in evaluating the Proposer's submission;
10. Make a whole award, multiple awards, a partial award, or no award;
11. Disqualify any Proposer whose conduct and/or Proposal fails to conform to the requirements of this RFP;
12. Negotiate contract provisions, including provisions not found in this RFP, with one or more potential Proposers in any manner the CLC deems fit (negotiations may be held with multiple Proposers concurrently or on an individual basis at separate times as the CLC determines); and
13. Set aside the original Successful Proposer if the CLC determines that the 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 in this RFP have the meanings below. Other capitalized terms used in this RFP are defined in the context in which they are used.

"Act" – the Freedom of Information Act, Connecticut General Statutes §§ 1-200 et seq.

"Breach of Security" – whether caused by internal or external source, (i) any actual or reasonably suspected unauthorized use of, loss of, acquisition of, access to (including ransomware attacks), or disclosure of CLC Confidential Information or (ii) any security breach or security incident (or substantially similar term) as defined by or used under applicable law.

"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.

"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.

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

"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.

“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.

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

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

Part III. REQUIREMENTS & SPECIFICATIONS

The minimum requirements and specifications for the products and services sought under this RFP are set forth below. This Part is not intended to be comprehensive – the CLC will finalize the scope of work and its goals and objectives with the Successful Proposer prior to contract execution. Each Proposer is responsible for addressing all relevant issues, providing all deliverables, and doing all things necessary for or incidental to the performance of work that includes, but is not limited to, the products and services identified below.

The CLC’s network consists of:

- Three physical locations within 15 miles of each other.
- Three internet connections.
- Approximately 350 devices/IP addresses.
- Approximately 15 subnets.
- Microsoft, Linux and third-party party appliances.

The CLC’s overall objective is to ensure that appropriate security controls are implemented within the CLC’s networks, servers, applications, and computing platforms to preserve integrity, confidentiality, and availability of the data that the CLC is responsible for. This assessment will also ensure that the security controls are effectively implemented to aid in the prevention of unauthorized, accidental, or deliberate disruption of CLC systems and data.

The engagement will consist of the following phases: (i) external and internal penetration testing, (ii) network configuration review, and (iii) configuration and installation of new Intrusion Detection System/Intrusion Protection System (IDS/IPS) devices. Proposers must provide pricing for each phase, as well as for any additional offered services.

Each Proposal must contain the Proposer’s specific methodology and detailed approach for evaluating the CLC’s current network. The Proposer must also provide the CLC a sample penetration test report for review and a statement of work that includes all timeframes for this project.

Upon completion of the network penetration testing and configuration review phases, a written report comprised of an executive summary and a comprehensive detailed written report containing any and all vulnerabilities discovered, organized by severity of vulnerability must be delivered to the CLC. The detailed report must also include technical details for remediation of each finding.

Network Penetration Testing:

Testing is intended to focus on threats or vulnerabilities from both external and internal sources. Some of the testing can be performed off-site, while other tests must be performed on-site at the CLC’s Rocky Hill facility.

- Attempt to gain access to the CLC’s internal network(s) via the Internet. This testing can be performed off-site.

- Physically plug into the network at the CLC’s Rocky Hill facility and attempt to gain access to systems, files and data mimicking an attacker with internal network access with no credentials. This testing must be performed on-site.

Network Configuration Review:

- Meet with CLC IT Department staff to review current network configurations, including routers, switches and firewalls to determine if the CLC is utilizing the best configuration for security, redundancy, efficiency, and segregation. A complete review of the configurations for all routers and switches is required. This review must be performed on-site. The CLC will provide all necessary network documentation for review at the primary facility in Rocky Hill.
- Review the integration of existing IDS/IPS systems and recommend replacement appliances, including manufacturer and model number. The CLC’s procurement of appliances is not included in this RFP, although the CLC may request quotes for such appliances in the future from the Successful Proposer and other vendors, at the CLC’s option.

New IDS/IPS Appliance Installation:

- Work with CLC IT Department staff to configure and install the new IDS/IPS appliances within ninety (90) days of the CLC receiving the recommended IDS/IPS appliances. This will include knowledge transfer to the CLC IT department on daily usage of the IDS/IPS appliances including reporting and responding to alerts from the devices.

As an additional option, Proposers are invited to quote a follow-up penetration test after remediations have been implemented and the new IDS/IPS devices have been installed. This may or may not be necessary, and is dependent on the results of initial testing.

Proposals should include applicable pricing for each engagement phase above and any additional offered services. 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.

The CLC’s proprietary computer gaming system and third-party vendor networks are excluded from this engagement. The CLC will provide the Successful Proposer further direction regarding excluded networks.

All testing must be done without damaging or destroying CLC systems or data and where all remote system scanning, and attempts to exploit vulnerabilities or escalate privileges are conducted with proper care to avoid any disruption of service. In the event that a system is breached, a screenshot with a listing of files or database tables will be considered adequate evidence of access. Under no circumstances is the Successful Proposer to remove, copy, alter, or compromise any data of any kind from CLC’s systems.

Qualified Security Assessor (QSA) or Approved Scanning Vendor (ASV) certifications are not required.

PART IV. SUBMISSION REQUIREMENTS & PROPOSAL CONTENTS

A. SUBMISSION REQUIREMENTS

1. Delivery of Submissions

Proposers must submit an original and four (4) printed copies of their full Proposals. Proposers must also submit an electronic “searchable” PDF/Word (on CD/DVD/USB Stick) version of their full Proposals (See

Part IV, Section B for instructions on submitting a second electronic version of Proposals redacted to exclude Proposer Confidential Information).

The Purchasing Officer must receive Proposals on or before the Submission Date set forth in Part I, Section A. 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.

Original Proposals must be signed in ink by an authorized representative of Proposer; copies of the Proposal can have photocopied signatures. The CLC may reject an unsigned Proposal. The person signing the Proposal must initial errors, alterations, or corrections on the original. Each paper 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.

2. Package Labeling

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.

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.

3. 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 Date or submission of best and final offers 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.

B. FREEDOM OF INFORMATION ACT

All information submitted in and with a Proposal is subject to disclosure to the public under the Connecticut Freedom of Information Act (Act), unless exempted by law. A Proposal may contain financial, proprietary commercial information, trade secrets, or other highly sensitive, competitive data that a Proposer claims should not be public (Proposer Confidential Information). If a Proposer believes that any information in its Proposal is exempt from public disclosure, then such information must be identified as follows: (i) each page containing Proposer Confidential Information must contain a footer with the word "CONFIDENTIAL," and (ii) the beginning of Proposer Confidential Information must be noted "CONFIDENTIAL INFORMATION BEGINS HERE," and the end of Proposer Confidential Information must be noted "CONFIDENTIAL INFORMATION ENDS HERE." Proposer must also provide a CD/DVD/USB Stick containing a copy of its complete Proposal (including pricing) with Proposer Confidential Information redacted and clearly labeled as the "Public Copy."

Pricing, resumes, and marketing 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, then the CLC will provide the Public Copy to the requester without notice to or review by the Proposer. Accordingly, each Proposer is solely responsible for, and the CLC shall have no liability to a Proposer for, the inclusion of any Proposer Confidential Information contained in the Public Copy or the provision of a Public Copy to a third-party.**

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

Proposers agree that the CLC will not be liable for any disclosure of Proposer Confidential Information under any circumstance. Proposers will indemnify, hold harmless, and, if requested by the CLC, defend the CLC (including its directors, officers, and employees) from and against any and all actual and threatened demands, claims, lawsuits (through any appeals), proceedings, investigations, damages, awards, losses, liabilities, judgments, fines, penalties, costs, and expenses of whatever kind, including, without limitation, attorney and professional fees, court costs, and costs of enforcing Proposer’s indemnification obligations (collectively, Claims) arising out of, resulting from, or related to: (i) the CLC’s complete or partial nondisclosure of claimed Proposer Confidential Information and (ii) the CLC’s complete or partial public disclosure of any claimed Proposer Confidential Information if the CLC reasonably determines disclosure is required by law, or if disclosure is ordered by any judicial, administrative, or other governmental body. A Proposer’s obligations under this paragraph shall be immediate upon the CLC’s written notice and tender. Upon the CLC’s request, a Proposer will promptly and diligently cooperate and assist the CLC in replying to and defending against any complaint in connection with CLC’s nondisclosure of claimed Proposer Confidential Information, including providing appropriate witnesses and documents.

C. CONTENT REQUIREMENTS

Proposals must be clear and thorough, but concise. All pages of the Proposal must be numbered at the right-hand bottom of the page. Each 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 description of Proposer’s proposed services.
2. Proposer’s particular qualifications, experience, capabilities, and resources available that will enable it to meet the CLC’s wants, needs, and expectations.
3. Proposer’s work process, warranties, and any particular practices it employs to ensure the quality of its products and services and that products and services are delivered on-time and according to customer specifications and requirements in a consistent manner.
4. Explain what differentiates the Proposer from its competitors and why the CLC should select the Proposer to provide the products and services solicited in this RFP.

Tab 2: References

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

Tab 3: Proposer’s Response to RFP Requirements and Specifications

This Tab should establish the Proposer’s understanding of the CLC’s requirements and specifications in Part III of this RFP, demonstrate the Proposer’s ability to meet those requirements and specifications, and explain clearly and concisely the plan for accomplishing the specified work, including, the specific methodology, techniques, management oversight, and staffing Proposer will use.

Tab 4: 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.

Tab 5: 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 street and mailing address of its principal place of business, as well as for all locations from which the work under this RFP will be performed if different from the principal office.
2. Each Proposer must state whether it is or is not registered or qualified with the Connecticut Secretary of State to do business in Connecticut.
3. Background, qualifications, and capabilities.
 - a. Identify Proposer’s founding and history; ownership structure; the names of principals/owners; the number of employees; and the number of years in business providing the products and services requested in this RFP.
 - b. Identify companies, especially any Connecticut quasi-public/government agencies, for which the Proposer is currently providing or has provided similar services requested in this RFP within the last five (5) years.
 - c. Identify any special billing and payment options offered that would differentiate the Proposer and make its products and/or services more cost effective for the CLC. Provide Proposer’s process for resolving billing errors.
4. Information Security. Identify the general administrative, technical, and physical safeguards Proposer (and its subcontractors, if any) will employ to manage and ensure the security and privacy of CLC data and records shared with it (CLC Confidential Information). Proposers should address any written policies, controls, and training they have associated with (a) accessing, processing, transmitting, and storing customer information whether on their computer network, through SaaS/cloud services, or at their physical premises (e.g., file rooms), and (b) responding to security incidents involving customer information. The CLC may require the Successful Proposer to complete and return a Privacy & Data Security Questionnaire.
5. Legal structure and key participants, including:
 - a. If a corporation: the names of all corporate officers and directors, and the names of all stockholders having ten percent (10%) or more equity in the corporation.

- b. If a partnership, LLP, LLC, or joint venture: the names of the general partners, the limited partners or members, and the owners.
 - c. Any parent company or subsidiaries of Proposer.
6. Principals and staff that will be assigned to and directly involved in performing the contract. 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;
 7. If the Proposer plans to subcontract any work under this RFP, then for each subcontractor provide: (i) its name, background, information concerning its relationship with the Proposer, (ii) the work it will perform, (iii) the measures the Proposer has in place to protect CLC Confidential Information from unauthorized use or disclosure or other compromise by the subcontractor, and (iv) who in the Proposer's company will oversee and enforce subcontractor information management and security compliance.
 8. If a Proposer intends to utilize subcontractors, but has yet to identify them, then the Proposal must include a description of the credentials that will be sought of such subcontractor(s). If the Proposer does not intend to utilize subcontractors, the Proposer should say so.

The CLC believes in supporting Connecticut businesses and suppliers. Proposer should specifically indicate if it intends to use local and/or diverse subcontractors as a source of deliverables.

7. Any known related party relationships (professional or personal) between the Proposer (or its owners, officers, directors, primary members, subcontractors) and a CLC director, officer, or employee.
8. All pending or threatened bankruptcy, reorganization, insolvency, administrative, regulatory, or other material proceedings, actions, or litigation involving the Proposer.
9. 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 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 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 before the end of their terms. 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 information required in 1 and 2 above only needs to be submitted with the original Proposal and not with all copies. Proposers must mark and submit their financial statements in a separate sealed package from their Proposals.

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

Proposers must provide a price proposal. Proposer should not include its standard terms and conditions, unless expressly requested by the CLC.

Tab 9: Affidavits and Certifications

- A completed Proposer's Affidavit (Attachment A)
- A completed Consulting Agreement Affidavit – OPM Ethics Form 5 (Attachment B)

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.**

PART V. EVALUATION & NOTICE OF AWARD

A. METHOD OF AWARD & PROCESS

The CLC will select the Proposal that, all things considered, the CLC determines to be in its best interest. Price is an important factor, but it may not be the only basis for award. The CLC may consider any objective and subjective factors it deems relevant such as, but not limited to: a Proposer's experience, reputation, capabilities, and available resources; its management, operational, and financial responsibility and stability; the experience and qualifications of staff it assigns to CLC's account; the range of products and/or services it proposes to provide; its location; customer reviews; its diverse supplier status; its understanding of the CLC's business or quasi-public/government entities; its familiarity with the framework governing the CLC as set forth in the Connecticut General Statutes and the Regulations of Connecticut State Agencies; 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 or oral presentations from Proposers. The CLC may also conduct discussions with "short-listed" Proposers determined by the CLC, in its sole judgement, to be the most qualified to provide the requested products and services and with Proposals within an acceptable competitive range. 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.

B. PRELIMINARY NOTICE OF AWARD; THE CONTRACT

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

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

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

Negotiations may result in minor or material changes to the Proposal and/or the RFP, including, without limitation, changes to the original scope of work, schedule of work, and financial, technical, and operational terms, conditions, and requirements. Negotiations may be terminated by the CLC, in its sole discretion, at any time for any reason. If the CLC and the Successful Proposer are unable to reach agreement, the CLC will cease negotiations and has the option of engaging another party for the products and/or services being procured under this RFP, whether or not that party was a Proposer.

PART VI. SPECIAL PROVISIONS

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

A. INTEGRITY OF THE SUCCESSFUL PROPOSER

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

No work required under the contract may be subcontracted to any individual or entity, without the CLC's prior written consent, in each instance, which may be withheld or conditioned, or at any time for any reason revoked, in the CLC's sole discretion. The CLC's prior written consent is not necessary for the purchase of commercial goods that are required for satisfactory completion of the contract. 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 the subcontractor unfit to perform the subcontracted work or if its conduct is detrimental to the CLC's best interests. All terms, conditions, and requirements imposed on the Successful Proposer will equally apply to subcontractors, including any CT DCP licensing requirements, and the Successful Proposer will ensure that its subcontractors comply with these provisions.

C. CLC CONFIDENTIAL INFORMATION

The CLC may share non-public information with Proposers that is confidential information (CLC Confidential Information). Additionally, the Successful Proposer may develop, generate, collect, use, store, and otherwise process information for the CLC during the contract that the Successful Proposer also acknowledges is CLC Confidential Information. Each Proposer will exercise a level of care to maintain and protect the confidentiality of CLC Confidential Information to avoid unauthorized access, acquisition, use, disclosure, corruption, or loss (each, a Breach of Security) that at a minimum, equals or exceeds the level of care that it exercises to keep and protect its own non-public sensitive, confidential, and proprietary information, but not less than reasonable care and diligence. Proposers will not disclose or cause to be disclosed to any third-party, or use or cause to be used, any CLC Confidential Information, for any purpose, except to the extent necessary to respond to this RFP or to perform the contract, as the case may be. Proposers agree not to 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. The CLC may require the Successful Proposer to enter into a non-disclosure agreement satisfactory to the CLC.

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

D. DATA PRIVACY AND INFORMATION SECURITY

Without limiting the Successful Proposer's confidentiality obligations, if the CLC shares CLC Confidential Information with the Successful Proposer or if the Successful Proposer develops, generates, collects, uses, stores, or otherwise processes CLC Confidential Information, then the Successful Proposer, at no cost or expense to the CLC, will: (a) implement and maintain appropriate administrative, technical, physical, electronic, and procedural measures to protect CLC Confidential Information against a Breach of Security; (b) notify the CLC in the event of a Breach of Security and take appropriate corrective action; and (c) indemnify, hold harmless and, upon the CLC's request but at the Successful Proposer's sole cost and expense, defend the CLC and the State of Connecticut, and each of their respective directors, officers, employees, and representatives from and against any and all Claims arising out of, related to, or resulting from any compromise to the security, confidentiality, or integrity of CLC Confidential Information, including any Breach of Security.

E. CT DCP LICENSING; INVESTIGATION OF PROPOSERS

The CLC requires the Successful Proposer, as well as the principals and employees of the Successful Proposer who are directly involved in carrying out the responsibilities of the contract (Key Persons) to be separately licensed by the CT 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 and its subcontractors, if the CLC determines doing so to be in its best interests. The CLC shall not be responsible for paying any application fees or other costs associated with licensing requirements.

Estimated CT DCP licensing fees are as follows:

Vendor License: \$250.00 per corporation

Affiliate License: \$250 per subcontractor

Occupational Licenses: \$100.00 per Class I employee; \$20 per Class II director, officer, or owner

The CLC, the CT DCP, and/or the Connecticut State Police may, prior to the commencement of the contract and at any time during the contract, initiate investigations deemed proper and necessary to determine the ability of the Successful Proposer and its Key Persons to perform the contract. The Successful Proposer will cooperate with such investigations. Such investigations may include, but not be limited to, fingerprint identification by the Connecticut State Police, and financial and criminal background investigations on Key Persons. The CLC may reject a Proposal or terminate the contract based upon the results of these investigations or failing to comply with licensing requirements.

F. PROHIBITION AGAINST LOTTERY PLAY

The CLC may prohibit the Successful Proposer's Key Persons, as well as certain members of their households from purchasing and participating in or 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).

G. GENERAL INDEMNIFICATION

In addition to any other indemnification, hold harmless, and defense obligations found elsewhere in this RFP, the Successful Proposer will indemnify, hold harmless, and, upon the CLC's request but at the Successful Proposer's sole cost and expense, defend the CLC and the State of Connecticut, and each of their respective directors, officers, employees, and representatives (collectively, Indemnified Parties), from and against any and all claims, losses, or liabilities of any kind (including attorney's fees and costs) (Claims) arising out of, resulting from, or related to the contract or any of its (or any its subcontractor's) malfeasance, misconduct, negligence (or more culpable act or omission), tortious acts, or violations of applicable law or intellectual or proprietary rights of any person or entity while performing or failing to perform the contract.

The Successful Proposer's indemnification obligations under this RFP (whether found in this paragraph or any other paragraph of this RFP) are in no way limited by any minimum amount of insurance it is required to have under the contract, the types of insurance the Successful Proposer maintains, or the scope of policy coverage, the market availability or unavailability of insurance, the ability or inability of the Successful Proposer to procure insurance or, in the case of a Claim brought against any Indemnified Party by an employee of the Successful Proposer (or of any subcontractor of the Successful Proposer), by any limitation on the amount, type, or availability of damages, compensation, or benefits paid to him/her under applicable worker's compensation, disability benefits, or other employee benefits law.

The indemnification provisions under this RFP are intended to be as broad and inclusive as possible to give the Indemnified Parties the maximum rights and protections allowed by law. The Successful Proposer's indemnifications obligations under this RFP shall be immediate upon the CLC's written notice and tender of a Claim to the Successful Proposer.

H. CLC'S DEFENSE ELECTION

If the CLC requests the Successful Proposer to defend a Claim, then the CLC reserves the right to approve counsel chosen by the Successful Proposer and, subject to the approval of the relevant insurance carrier, participate in the defense. In addition, the CLC retains the right to approve the terms of any settlement or compromise that affects the CLC's rights under the contract or imposes any obligations on the CLC. Alternatively, the CLC has the right to defend a Claim itself and select counsel of its own choice, subject to the approval of the insurance carrier. No insurance carrier approval will be required if (i) the Successful Proposer has not employed counsel to defend such Claim within a reasonable time after receiving notice of the Claim or (ii) the CLC reasonably concludes that there may be defenses available to it, which are different from or additional to those available to the Successful Proposer. If the CLC assumes its own defense, then the Successful Proposer will reimburse the CLC for all costs and expenses of whatever nature, including, without limitation, legal costs, as they are incurred within ten (10) Business Days after the Successful Proposer's receipt of a statement of such costs and expenses.

I. INSURANCE

The Successful Proposer, at its sole cost and expense, will maintain the minimum types and limits of insurance coverage specified below for the entire duration of the contract (limits may be provided through any combination of primary and umbrella/excess policies). If the Successful Proposer engages subcontractors, the insurance requirements below will apply to all subcontractors. Minimum insurance limits for subcontractors must be commensurate with the work they will perform and shall be subject to the prior written approval of the CLC.

1. Commercial General Liability (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.
2. Automobile Liability insurance with limits of not less than \$1,000,000 each accident, combined single limit shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned, non-owned, hired, or scheduled automobiles used by or for the Successful Proposer in any capacity in connection with carrying out the contract.
3. 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. If the Successful Proposer has no statutory requirement for workers compensation, it must provide a letter stating that it is exempt and agreeing to hold the CLC and the State of Connecticut harmless from any loss or liability. If during the course of the contract the Successful Proposer becomes subject to Workers', then it must comply with the Workers' Compensation Insurance requirements herein and provide the CLC a certificate of insurance.
4. Technology Errors and Omissions in the minimum amount of \$1,000,000 for each occurrence. The policy shall, at a minimum, cover failure to render professional services, negligence, professional misconduct and lack of the requisite skill required for the performance.

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- Financial Strength Rating and be in at least a Class VII Financial Size Category as reported in the latest edition of Best's Insurance Guide. The CLC reserves the right to approve all insurance companies.

Before commencement of the contract, the Successful Proposer must deliver to the CLC Certificate(s) of Insurance, in a form satisfactory to the CLC in its sole discretion, 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 (and any umbrella/excess 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, 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; and (c) attach a list of all pertinent endorsements (by endorsement number and name) for each required policy.

The Successful Proposer hereby grants to the additional insured parties a waiver of any right to subrogation which any insurer of the Successful Proposer may acquire against the additional insured parties by virtue of the payment of any loss under such insurance. The Successful Proposer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CLC has received a waiver of subrogation endorsement from the insurer.

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

Except for Workers Compensation coverage, all required insurance policies shall be primary and non-contributory with any insurance or self-insurance carried or administered by the CLC or that of any other additional insured party. 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.

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

J. MAINTENANCE OF CERTAIN RECORDS; AUDIT RIGHTS

The Successful Proposer will preserve and maintain all books, records, and accounts relating to its performance under the contract (Records). Financial and accounting records must be prepared in accordance with Generally Accepted Accounting Principles. Records must be maintained in a manner and form that makes them readily accessible to and easy to understand by the CLC for audit and assessment.

The Successful Proposer will, upon request, make the Records available to the CLC, CLC's auditors, and other personnel duly authorized by the State of Connecticut, such as the CT DCP, for inspection, review, or audit, and copying at all times while the contract is in effect and for no fewer than five (5) full years from the date of final payment by the CLC. The CLC, itself or through its agent, will have the right to inspect and audit the Successful Proposer's Records, including, but not limited to, Records related to third-party costs paid by the CLC.

Under this paragraph, the CLC, with advance notice, may perform or have performed on its behalf at any time assessments or audits of the security and integrity of the Successful Proposer's information security and data privacy practices and controls in relation to CLC Confidential Information, which could, at the CLC's option, include on-site audits, questionnaires, and/or penetration and security tests of Successful Proposer's connected systems and their hosting facilities and operating environments. The Successful Proposer will cooperate with the CLC in these audits, including giving the CLC access to the Successful Proposer's personnel and facilities, and will promptly and fully respond to the CLC's requests for information but in no event more than thirty (30) Business Days after receiving a request. In the case of an audit indicating non-compliance with the terms of this contract, the CLC may pursue any and all available remedies, including terminating this contract due to the Successful Proposer's default.

Attachment A - Proposer's Affidavit

PROPOSER'S AFFIDAVIT

Proposal for: Network Security Penetration Testing
RFP Number: CLC202001 (the "RFP")

Proposer's Complete Legal Name and Street Address:

I, _____, am over the age of eighteen (18) years, believe in,
Print Name

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 them in the RFP.

I am the _____ of the Proposer and duly authorized
Print Title

to make 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 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 technical requirements, and any and all addenda.
9. The Proposer agrees to all of the provisions of the RFP, including but not only the Contract Terms.
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.
11. The Proposer is not currently 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.
12. The Proposer is not an agent of any person or entity currently 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.

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

Signature: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 202_.

Notary Public
My Commission Expires _____
(Place Seal)

Attachment B – Consulting Agreement Affidavit

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