

PURCHASE ORDER

18137

17359

PAGE	0001
DATE	11/18/14



CONNECTICUT LOTTERY CORPORATION

777 Brook Street
 Rocky Hill, CT 06067
 Phone #: (860) 713-2795
 Fax #: (860) 713-2660

Purchase Order Number must appear on all invoices, packing slips, packages and correspondence.

Subject to CT Lottery Purchase Order General Terms and Conditions.

PAYMENT INFORMATION	
TERMS	COPY
DUE DAYS	
SHIP INFORMATION	
SHIPPING TERMS	FOB Destination
FREIGHT TERMS	

VENDOR: 11195

Savings Bank Life Insurance Co
 1 Linscott Road
 Woburn MA 01801

SHIP TO:

Connecticut Lottery Corp.
 Purchasing Department
 777 Brook Street
 Rocky Hill CT 06067

CONTACT: May Lee Low, Senior Vice Presi CONTACT: Janice Beckner
 PHONE: 781-994-5443 PHONE: 860-713-2795
 FAX: 781-937-3594 FAX: 860-713-2794

BUYER GLN:

Deliver on November 21, 2014 unless specified by line
 Purchase Order Currency: US Dollars
 Additional Contacts :
 Invoice by mail
 Process Level: MAIN

LINE	ITEM NUMBER DESCRIPTION	QUANTITY PRICE	EXTENDED AMOUNT
1	CERTIFICATE #60288 Annuity - Life Expectancy 32.2 Vendor Item Number: ITB #CLC201409 - SBLI Vendor Item Desc: Item Detail: CERTIFICATE #60288	1.000 EA 437,938.000	437,938.00
2	CERTIFICATE #60290 Annuity life expectancy 39.4 Vendor Item Number: ITB # CLC201409 - SBLI Vendor Item Desc: Item Detail: CERTIFICATE #60290	1.000 EA 481,250.000	481,250.00
3	CERTIFICATE #60291 Annuity life expectancy 21.0 Vendor Item Number: ITB # CLC201409 - SBLI Vendor Item Desc: Item Detail: CERTIFICATE #60291	1.000 EA 366,313.000	366,313.00

AUTHORIZED BY

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COPY

LINE	ITEM NUMBER DESCRIPTION	QUANTITY PRICE	EXTENDED AMOUNT
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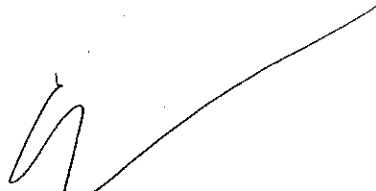
4	CERTIFICATE #60292	1.000 EA	477,439.00
	Annuity life expectancy 40.3	477,439.000	
	Vendor Item Number: ITB # CLC201409 - SBLI		
	Vendor Item Desc:		
	Item Detail: CERTIFICATE #60292		

Purchase Order Summary

Goods Total:	1,762,940.00
Order Total:	1,762,940.00

End of Purchase Order: 17359

AUTHORIZED BY


 A. NOBLE, PRESIDENT & CEO
 P. GRANATO, CFO 11.19.14

Requisition 17192 Buyer BUY From Co/Loc 1 Connecticut Lottery Corp. / CLC Connecticut Lottery Corp.

For 9920 Operations & Administration Delivery Date Approval Value 1,762,940.00
Requester jbecknerBS Janice Beckner via Barry Sheft

Deliver To Vendor
Purchase From

Line	Item/Vendor Item	Type	Qty Ordered UOM	Unit Cost	Activity/Acct	Issue Account Category	Delivery Dates
1	CERTIFICATE #60288 Annuity - Life Expectancy 32.2	X ITB #CLC201409 - SBLI	1.000 EA	437,938.000	2235	240500	
2	CERTIFICATE #60290 Annuity life expectancy 39.4	X ITB # CLC201409 - SBLI	1.000 EA	481,250.000	2235	240500	
3	CERTIFICATE #60291 Annuity life expectancy 21.0	X ITB # CLC201409 - SBLI	1.000 EA	366,313.000	2235	240500	
4	CERTIFICATE #60292 Annuity life expectancy 40.3	X ITB # CLC201409 - SBLI	1.000 EA	477,439.000	2235	240500	

Authorization Name _____ Authorization _____
 Anne Noble _____
 Paul Granato _____
 Barry Sheftel _____

[Handwritten signatures: Barry Sheftel]

CLC ACCOUNTS PAYABLE

Released By _____

PO w/invoice Y N _____

PO/invoice Variance _____

AP Input _____

Released By *[Signature]* 11/28/14

ATTACHMENT F - REVISED

PRICE PROPOSAL

Bid Number: CLC201409
Bid Description: For Life Lottery Games Annuities

Bidder's Full Name: The Savings Bank Life Insurance Company of Massachusetts

(The bidder MUST provide pricing for each Certificate Number listed below.)

Having thoroughly examined the ITB and in compliance with all of its terms and conditions, the bidder hereby offers to provide the CLC with the annuity/annuities described below for the following Funding Payment Amount(s):

<u>Bid Item #</u>	<u>Certificate No.</u>	<u>Life Expectancy</u>	<u>Funding Payment Amount</u>
1.	60288	Years <u>32.2</u>	\$ <u>437,938</u>
2.	60290	Years <u>39.4</u>	\$ <u>481,250</u>
3.	60291	Years <u>21</u>	\$ <u>366,313</u>
4.	60292	Years <u>40.3</u>	\$ <u>477,439</u>

May Lee Low
(Print Name)

SVP and Chief Actuary
(Print Title)

\$ 1,762,940.-


(Signature)

October 29, 2014
(Date)

Duly Authorized

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

- 1. Taxes.** Pursuant to Section 12-816 of the Connecticut General Statutes, the CLC is exempt from all state and certain federal taxation.
- 2. Freedom of Information Act and Confidentiality of Data.** The CLC as a quasi-public agency is subject to the Connecticut Freedom of Information Act and information and documentation related to this Purchase Order are subject to disclosure unless specifically exempted by law.
- 3. Advertising and Printed Materials.** A Vendor shall not, either directly or indirectly, name the CLC, use the CLC logo or otherwise make any reference of any kind to the CLC in its advertising, news releases, brochures or other materials, or on its website, without the CLC's prior written consent.
- 4. Delivery and Acceptance.** Time of delivery is of the essence for this Purchase Order. The CLC reserves the right to refuse any goods or services and to cancel all or any part of the goods or services not conforming to the applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind the CLC to accept future shipments nor deprive it of the right to return goods already accepted in accordance with Section 20.
- 5. Prime Contractor Responsibility.** The Vendor shall be solely responsible for providing the goods or services required under this Purchase Order. The CLC shall consider the Vendor to be the sole point of contact for all issues under and requirements of the Purchase Order.
- 6. Approval of Subcontractors and Vendor's Responsibility.** No portion of the work required under this Purchase Order shall be subcontracted to any individual or business entity without the CLC's prior written consent. Notwithstanding the Vendor's subcontracting, the Vendor shall remain fully and solely liable and responsible for the work to be done by its subcontractor(s), and the Vendor shall assure compliance with all requirements of the Purchase Order.
- 7. Equal Business Opportunity.** It is the policy of the CLC to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities in our procurement activities. The CLC encourages Vendors to provide for the participation of Connecticut small businesses and Connecticut businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. The goods or services covered under this Purchase Order, however, are not restricted to Connecticut businesses nor those designated as small and/or minority owned businesses. Vendors that are certified through the Connecticut Department of Administrative Services ("DAS"), Business CONNections as a small, minority, women, or disabled owned business are requested to provide a copy of their current certification of eligibility issued by DAS.
- 8. Equal Employment Opportunity and Affirmative Action.** The Vendor shall comply with all applicable statutes, laws and regulations pertaining to equal employment opportunity, affirmative action and anti-discrimination practices.
- 9. Maintenance of Certain Records.** The Vendor must maintain financial records, books and all other documents and data pertaining to the Purchase Order. Records pertaining to the Purchase Order must be available to the CLC, its auditors, and the Department of Consumer Protection at all times during which the goods or services are provided and for no less than five (5) full years from the final date for which goods or services are provided or final payment date, whichever comes later.
- 10. Required Insurance.** The Vendor agrees that while providing the goods or services called for in this Purchase Order, it shall carry sufficient insurance (i.e., general liability and Workers' Compensation) as determined by the CLC as applicable according to the nature of the goods or services to be provided so as to "save harmless" the CLC, its directors, officers, employees, agents, Lottery Retailers and the State of Connecticut from any claims or liabilities arising out of the goods or services provided by the Vendor. If requested, certificates of insurance shall be filed with the CLC prior to the providing of the goods or services covered by this Purchase Order.

11. Defense, Indemnification and Hold Harmless. Vendor agrees to indemnify, defend, and hold harmless the CLC, its directors, officers, agents, employees, Lottery Retailers, and the State of Connecticut from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorneys' fees, arising out of or relating, directly or indirectly, to the Vendor's malfeasance, misconduct, negligence or failure to meet its obligations under the Purchase Order. Each Vendor will also be required to pay any and all attorneys' fees incurred by the CLC, its directors, officers, agents, employees, Lottery Retailers, and the State of Connecticut in enforcing the Vendor's obligations under this Purchase Order. The obligations described in this section shall survive the expiration, conclusion or termination of goods or services being provided under the Purchase Order.

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

13. No Assignment. The Vendor shall not assign, subcontract or otherwise dispose of all or any of its obligations under the Purchase Order to any other person or entity without, in each instance, the CLC's prior written consent.

14. Compliance with Federal, State and Local Laws. The Vendor shall comply with all applicable federal, state and local laws and regulations, including applicable Connecticut agency administrative regulations, in providing the goods or services required under the Purchase Order.

15. Connecticut Law and Courts. The Purchase Order shall be governed in all respects by and construed and enforced in accordance with the internal laws (as opposed to the conflicts of law principals) of the State of Connecticut. The Vendor irrevocably submits in any suit, action or proceeding arising out of the Purchase Order to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of the Connecticut Superior Court located in the Hartford Judicial District.

16. Invoicing and Payment Terms. The Vendor shall invoice the CLC when goods or services are provided. The Invoices must contain the CLC's Purchase Order Number to avoid possible delay in payment. Undisputed payments shall be net thirty (30) days.

17. Entire Agreement. The terms and conditions set forth herein and on the Purchase Order are intended as the entire agreement between the parties unless the front of the Purchase Order references a Request for Proposal (RFP), Invitation to Bid (ITB) or other procurement document issued by the CLC, in which case, they shall form part of this agreement and be deemed incorporated by reference. This agreement is exclusive and applies in lieu of any terms and conditions or other documentation of the Vendor which will be of no force or effect.

18. Conflicting Terms and Conditions. In the event of a conflict between the terms and conditions as set forth herein and terms and conditions set forth in an RFP, ITB or other procurement document issued by the CLC, the terms and conditions of the RFP, ITB or other procurement document shall control.

19. Risk of Loss. Delivery shall not be deemed complete until the goods or services have actually been received by the CLC and risk of loss shall be on the Vendor until actual receipt by the CLC.

20. Conformance. Acceptance of all or any part of any goods covered by this Purchase Order shall not be deemed a waiver of the CLC's right to either cancel or to return all or any portion of the goods because of failure to conform to the order, or by reason of defects, latent or patent, or other breach of warranty to make any claim for damages including special damages suffered by the CLC. Such rights shall be in addition to any other remedies provided by law and equity.

21. Patent Infringement. Vendor agrees to indemnify and hold harmless the CLC, its directors, officers, agents, employees, Lottery Retailers, and the State of Connecticut from and against any and all liability, loss, damages and expenses, including attorneys' fees, resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any part of any goods or services covered by this Purchase Order, and such obligation shall survive the acceptance of the goods or services and payment by the CLC.

22. Warranty. Vendor represents and warrants that all goods delivered pursuant hereto will be new, unless otherwise specified, free from defects in material and workmanship and that all goods will conform to applicable specifications, drawings and standards of quality and performance free from defects in design and suitable and safe for the CLC's use. Vendor further represents and warrants that all services performed pursuant hereto will be free from defects in material and workmanship and will be performed in accordance with the specifications and instructions of the CLC. Vendor agrees to indemnify and hold harmless the CLC, its directors, officers, agents, employees, Lottery Retailers, and the State of Connecticut from liability, loss, damage and expense, including reasonable attorneys' fees, incurred or suffered by the CLC by reason of the failure of the goods or services to conform to such warranties.

23. Ethics in Public Contracting. Vendor certifies to the CLC that: its selection as Vendor by the CLC is made without collusion or fraud; it has not offered or received any kickbacks or inducements from any other Vendor, supplier, manufacturer or subcontractor in connection with this Purchase Order; and it has not conferred on or promised to any State or quasi-public employee, entity or, agent or public official connected in any way to this Purchase Order, 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 its selection as Vendor. Vendor further certifies that it is not currently debarred from submitting proposals or bids on contracts by any agency or political subdivision of the State of Connecticut, or any other state body or other governmental entity within the United States.

24. Executive Orders. To the extent applicable to this Purchase Order, the Vendor will be required to comply with the provisions of the following Executive Orders: Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms; Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services; Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices.

25. Responsible Gambling. Vendor shall provide its agents, employees, contractors, and subcontractors, any and all information the CLC provides it related to the CLC's responsible gambling initiatives, including but not limited to procedures or training resources.